

Board of Directors Packet

Manhattan Area Technical College

August 29, 2023

Zoom/Live Stream 5:30 pm



Board of Directors:

Ballou, Brett (Riley) Chair

Urban, David (Riley)

Armbrust, John (Riley)

Flanary, Tim (Pottawatomie) Vice-Chair

Allen, Will (Geary)

Noah, Julie (Clay)

Peterson, Heather (Pottawatomie)

Matson, Mike (Riley)

Administration/Staff:

Genandt, James (President/CEO)

Imperato, Pamela (Board Clerk)

Phillips, Sarah

Davis, Kimberly

Gfeller, Josh

Ross, Neil

Bellamy, Kerri

Boxberger, Chris

Watts, Harry

Faculty Senate

Agenda

1. Call to Order

2. Introduction of New Personnel

3. Executive Session (Personnel)

4. Executive Session (Finance)

5. Consent Agenda (Routine items requiring BOD action) *

- Approval of June 2023 Meeting Minutes (Attachment 1) *
- Approval of June 2023 Check Register w/Threshold Expenditures (Attachment 2 and 2a) *
- Organizational Update (Attachment 3) *

6. General Agenda (Items possibly requiring BOD Action)

▪ Operations

- i. By-Laws Approval (Attachment 4) *
- ii. MATC New Faculty Association 2023-2024 Agreement (Attachment 5) *
- iii. NSC Cyber Incident (Attachment 6)

▪ Faculty Senate Comments/Updates

▪ Monitoring Report

- i. Strategic Plan (Attachment 7) *

▪ Policies

- i. Policy 9.1.7 Intellectual Property (Attachment 8) *
- ii. Policy 7.8.3 Catastrophic Leave Bank (Attachment 9)
- iii. Policy 6.3.3 Unclaimed Student Title IV Funds (Attachment 10) *
- iv. Policy 3.7.4 Employee Complaint and Grievance Procedure (Attachment 11)

* Requires BOD Action

- **Capital Project Proposals**
 - i. Commons Flooring Proposal (Attachment 12) *
 - ii. ATC security system (Attachment 13) *
 - **Finance**
 - i. High School Partnership Agreements (Attachment 14)
 - ii. 2023-2024 Fiscal Year Budget Proposal (Attachment 15) *
 - iii. BHE Monthly Monitoring Report (Attachment 16)
- 7. President's Report** (Attachment 17)
- 8. Student Success**
 - i. Fall Semester Start
 - ii. Welcome Week Activities
- 9. Executive Session (Finance)**

Meetings and Upcoming Events

Public Hearing City of Manhattan: September 5 and 19, 2023 at 6pm

Next Board Meeting: Sept 26, 2023

Fall Classes Start: August 21, 2023

Board of Directors Minutes



Manhattan Area Technical College

1. The Board of Directors of the Manhattan Area Technical College met June 27, 2023 at 5:30 p.m., with live streaming for employees.
 - Members present: Brett Ballou, Tim Flanary, John Armbrust, Julie Noah, Will Allen, Mike Matson, Heather Peterson, David Urban.
 - Administration Present: Sarah Phillips, Vice-President; Josh Gfeller, Chief Information Security Officer; Kerri Bellamy, Director of Finance; Kim Davis, Dean of Nursing and Health Programs; Hannah Biesenthal, Executive Assistant/Board Clerk.
 - Guests: Pamela Imperato
 - Meeting was live streamed.
2. **Call to Order**
 - Brett Ballou called the meeting to order at 5:26p.m.
3. **Consent Agenda**
 - Heather Peterson motioned to approve consent agenda. Mike Matson seconded. Motion carried 7 yeas and 0 nays. Motion passed.
4. **General Agenda**
 - Josh Gfeller informed the board of the updated policy, 9.1.7 GLBA Information Security Program. The policy goes along with our cybersecurity insurance, to make sure there are no conflicts. Tim Flanary motioned to accept the updated Policy 9.1.7 GLBA Information Security Program. Heather Peterson seconded. Motion carried 8 yeas and 0 nays. Motion passed.
 - Sarah Phillips informed the board about the Landmark Bank Agreement Extension. Tim Flanary motioned to approve the Landmark Bank Agreement Extension. Will Allen seconded. David Urban abstain from voting. Motion carried 7 yeas and 0 nays. Motion passed.
 - Sarah Phillips provided the FY2024 Interim Budget to the board. This budget is interim, once the board has the opportunity to review, the final budget will be provided later on. David Urban motioned to approve the FY2024 Interim Budget. Heather Peterson seconded. Motion carried 8 yeas and 0 nays. Motion passed.
 - Sarah Phillips explained the Academic Program Proposal for Construction Technology, Biotechnology, and Information Technology. Construction Technology is changing OSHA30 to OSHA10 to better prepare students for

the workforce. Biotechnology will be changing from A.A.S. and Certificate B, to a Certificate A of 17 credit hours. For Information Technology, Certificate C will be changing from 52 credit hours to 46 credit hours for students to concentrate strictly on network required courses. Tim Flanary motioned to approve the Academic Program Proposal. Will Allen seconded. Motion carried 8 yeas and 0 nays. Motion passed.

- Kerri Bellamy went over the Treatment of People Monitoring Report. MATC reported compliance with the monitoring report. Heather Peterson motioned to approve the Treatment of People Monitoring Report. Tim Flanary seconded. Motion carried 8 yeas and 0 nays. Motion passed.

5. Discussion of Ends

- Hannah Biesenthal discussed the Thank You Reception that will be held in August for the invited Legislators. The reception is a chance to say thank you to those that have supported our growth.
- Josh Gfeller displayed pictures of the recent construction work on the new building. Wamego now has a welding instructor and is working on the new welding bays. New signage for the Wamego Center is still in discussion.

6. Adjournment: Brett Ballou adjourned the meeting at 6:47pm.

To: MATC Board of Directors
 From: Administration
 Re: June 2023 Expenditures



August 24, 2023

Category	Costs	%
Payroll, Withholdings and Benefits (200, 230, 590)	\$ 377,674.77	73.23%
Facilities (510)	\$ 18,570.63	3.60%
Student Payments (110)	\$ 27,951.47	5.42%
Program Expenditures	\$ 31,834.00	6.17%
ALC Operating Costs (excludes salary/benefits) (900, 930, 931)	\$ -	0.00%
Wamego (excluding salary/benefits)	\$ 3,232.69	0.63%
Other Operating costs	\$ 56,496.22	10.95%
Total June Expenditures	\$ 515,759.78	100%

Threshold Expenditures > \$5,000				
Vendor Name	Item(s) Purchased	Cost	Department	Funding
Instructure, Inc.	Instructure Canvas Renewal	\$ 28,188.29	All School	credit hour fee
John Dietrick, P.A.	Legal Services	\$ 5,060.00	All School	general fund
BCBS (June 2023)	Health Insurance Premium	\$ 49,253.20	All School	payroll ded/gen fund
Matheson Tri-Gas Inc.	Scotchman Ironworker 1 Phase	\$ 12,441.00	Welding	Perkins
IRS	PR 6.15.2023 Payroll deductions	\$ 31,855.49	All School	payroll ded/gen fund
IRS	PR 6.30.2023 Payroll deductions	\$ 37,353.77	All School	payroll ded/gen fund
KS Dept of Revenue	PR 6.15.2023 Payroll deductions	\$ 6,669.12	All School	payroll deduction
KS Dept of Revenue	PR 6.30.2023 Payroll deductions	\$ 7,649.36	All School	payroll deduction
KPERS	PR 6.15.2023 Payroll deductions	\$ 9,062.62	All School	payroll deduction
KPERS	PR 6.30.2023 Payroll deductions	\$ 9,554.55	All School	payroll deduction
Total June Expenditures Exceeding Threshold		\$ 197,087.40		

To: MATC Board of Directors
 From: Administration
 Re: July 2023 Expenditures



August 24, 2023

Category	Costs	%
Payroll, Withholdings and Benefits (200, 230, 590)	\$ 380,470.75	64.39%
Facilities (510)	\$ 77,450.74	13.11%
Student Payments (110)	\$ 9,274.74	1.57%
Program Expenditures	\$ 68,330.36	11.56%
ALC Operating Costs (excludes salary/benefits) (900, 930, 931)	\$ 409.80	0.07%
Wamego (excluding salary/benefits)	\$ 7,811.02	1.32%
Other Operating costs	\$ 47,159.01	7.98%
Total July Expenditures	\$ 590,906.42	100%

Threshold Expenditures > \$5,000				
Vendor Name	Item(s) Purchased	Cost	Department	Funding
Anixter Inc.	Anixter Poles	\$ 12,804.00	EPD	course fee
Assessment Technologies LLC	ATI LP PN SOW 0523	\$ 11,310.00	PN	course fee
Assessment Technologies LLC	ATI LR ADN MAY	\$ 7,395.00	ADN	course fee
Eagle Communications	Non-Trad Youtube Campaign	\$ 6,000.00	Marketing	Perkins
Eagle Technologies	Dell NBD RNWL ProSupport	\$ 7,756.29	IT	credit hour fee
The Hartford	FY24 Workers Compensation Insurance	\$ 7,264.00	All School	general fund
KATC	KTC Membership 2023	\$ 10,000.00	All School	general fund
Zoom Video Communications Inc.	Zoom Renewal	\$ 14,198.00	IT	credit hour fee
BCBS (July 2023)	Health Insurance Premium	\$ 49,253.20	All School	payroll ded/gen fund
Matheson Tri-Gas Inc.	Wire Feeder Cart	\$ 9,693.30	Welding	foundation
IRS	PR 7.14.2023 Payroll deductions	\$ 31,521.24	All School	payroll ded/gen fund
IRS	PR 7.31.2023 Payroll deductions	\$ 37,353.77	All School	payroll ded/gen fund
KS Dept of Revenue	PR 7.14.2023 Payroll deductions	\$ 6,612.43	All School	payroll deduction
KS Dept of Revenue	PR 7.31.2023 Payroll deductions	\$ 7,649.36	All School	payroll deduction
KPERS	PR 7.14.2023 Payroll deductions	\$ 8,777.38	All School	payroll deduction
KPERS	PR 7.31.2023 Payroll deductions	\$ 9,554.55	All School	payroll deduction
Total July Expenditures Exceeding Threshold		\$ 237,142.52		



MEMORADUM TO: The Board of Directors
FROM: Jim Genandt, President
 Human Resources
DATE: August 29, 2023
SUBJECT: Consent Agenda: Organizational Update

New Hire/Rehires/New Positions					
Employee Name	Position Title	DOH	Department	Funding Source	Status
Lindsay Woods	Adult Ed. ESL Instructor	8/1/2023	Adult Education	AEFLA Grant	New Hire
Jen Cupery	Practical Nursing Instructor	8/2/2023	Practical Nursing Faculty	Operating	New Hire
Matt Olthoff	EMS Coordinator	8/2/2023	Emergency Medical Sciences Faculty	Operating	New Hire
Riley Payne	Helpdesk Technician	8/30/2023	IT	Operating	New Hire
Promotions/Title Changes					
Employee Name	Position Title	DOC	Department	Funding Source	Status
Bryanna Marihugh	Information Security Administrator	7/1/2023	IT	Operating	Promotion
Separations/Retirements					
Employee Name	Position Title	DOS	Department	Funding Source	Status
Hannah Biesenthal	Exec. Assistant to Senior Admin/Board Clerk	7/7/2023	Administration	Operating	Resignation
Gavin Rothenberger	Helpdesk Technician	7/10/2023	IT	Operating	Resignation
Nathan Roberts	Dean of Academic Affairs	8/8/2023	Senior Admin	Operating	Termination
Advertised Positions					
Position Title		Department	Funding Source	Status	
Adjunct Opportunities for Consideration		All Departments	Operating	Open	
Nursing Adjunct Clinical Instructor		Adjunct Faculty	Operating	Open	
Part-Time Allied Health Instructor		Continuing Education	Operating	Open	
Coordinator for Executive Leadership		Administration	Operating	Open	
Part-Time Adult Ed ESL Instructor		Adult Education	AEFLA Grant	Open	
Dean of Advanced Technologies		Senior Admin	Operating	Internal	



MANHATTAN AREA TECHNICAL COLLEGE NEW FACULTY ASSOCIATION (MATC-NFA) CONSTITUTION AND BYLAWS

PREAMBLE

Manhattan Area Technical College faculty have created an organization which is called the Manhattan Area Technical College New Faculty Association (MATC-NFA). The Faculty Association will speak with a common voice for all Association members, promote professional excellence at the College, negotiate the collective bargaining agreement, protect faculty rights and obtain for its members the benefits of an independent united professional association.

ARTICLE I – PURPOSE

The MATC-NFA shall represent its members in all matters relating to their employment such as appointment, continuation in employment, compensation (including salaries and benefits), working conditions of their employment, development and improvement of their professional growth, fostering of diversity of opinion, academic freedom and responsibility, and morale.

The Association's purposes will be accomplished through the following objectives:

- To have an open forum for the exchange of ideas and to engage in formal discussion on matters which have a bearing on an individual faculty member or upon the Association.
- To encourage the faculty to take part in making Association policy.
- To efficiently and effectively disseminate Association information.
- To act as the official voice of the teaching profession at Manhattan Area Technical College in matters pertaining to salaries and benefits and standards of appointment.
- To be vigilant in ensuring that all elements of the employment environment encourage personal and professional growth.
- To represent and support faculty in grievances and disputes with Administration.

ARTICLE II – MEMBERSHIP

Section 1. Eligibility

Membership in the MATC-NFA is open to all full-time faculty who teach at Manhattan Area Technical College.

Section 2. Definition of Members

Members are full-time faculty. Membership is limited only by the number of faculty teaching at Manhattan Area Technical College. Faculty shall be given an electronic copy of the Faculty Association Constitution and Bylaws when they become a member of the Association.

Section 3. Dues

Annual dues shall be approved by the membership of the Association at the August meeting.

- Dues may be paid by:
 - **Option A:** Semimonthly payroll deduction authorization starting with the September 1st pay period.
 - **Option B:** An annual installment payable by September 15.
 - For new members choosing Option A, the payroll deductions for the month of membership shall be equal to one month's prorated annual dues amount.
 - New members choosing payment Options B shall pay a prorated amount of the annual dues from the beginning of the month of membership to the next annual installment due date.

- Members in good standing are members whose dues are paid up to date. Only members in good standing can serve as an officer or vote on Association business.

Note – all members, even those not in good standing, are allowed a vote in ratifying a negotiated agreement.

Use of the funds from dues collected include mediation and/or defense of the negotiated agreement

All other use of funds must be voted on by the membership.

Section 4. Copies

Membership provides the right to a personal copy of this Constitution and Bylaws.

ARTICLE III - OFFICERS, TERMS, ELECTIONS AND DUTIES

Section 1. Officers

The officers of this Association shall be a President, a Vice-President, a Secretary, a Treasurer and a Membership Officer. The officers shall constitute the Executive Board of the Association. The officers shall serve terms of two years, and shall have the option of serving one consecutive term in the same position. The terms shall begin immediately after the election of officers at the August meeting.

Sections 2. Terms

The terms of the officers shall be as defined as follows:

- No member shall hold more than one Association office at a time.
- The Chair of the MATC Faculty Senate shall not be eligible to run for President of the Association.
- Candidates for office shall have been members of this Association for at least one academic year prior to the time of their nomination. Only members in good standing shall be eligible for office.
- Any officer of this Association unable to perform the duties of that office for any reason whatsoever for a period of sixty (60) days, shall submit a written resignation to the Executive Board. If the resignation is not received, the Executive Board may declare the office vacant and such office shall be filled in accordance with the provisions of Article III, Section 3, of these Bylaws.

- If any officer shall fail to perform duties satisfactorily, the Executive Board shall declare the office vacant and such office shall be filled in accordance with the provisions of Article III, Section 3, of these Bylaws.
- A vacancy occurring in the office of Secretary, Treasurer or Membership Officer shall be filled for the unexpired term by appointment of the Executive Board. In the event of a vacancy in the office of President, the Vice President shall assume the Presidency for the unexpired term. Should a vacancy occur in the office of the Vice President, such vacancy shall be filled by a special Association election for the remaining term, following the procedure outlined in Article III, Section 3, of these Bylaws.

Sections 3. Elections

The procedure for nomination and election of officers shall be as follows:

1. At the August meeting, nominations shall be accepted from the general membership for each office with the consent of each candidate to serve. Those candidates shall then be included on the ballot, provided they have consented to the nomination.
2. The vote for election of officers shall be by a secret ballot. The ballots will be counted by 2 members not running for office. The victors shall be determined by a majority vote of the ballots returned.
3. In the event the voting results in a tie, a run-off election will be held.
4. The elected candidates begin their terms effective immediately after the vote.

Section 4. Duties

The duties of the officers of the Association shall be as follows:

- The President shall:
 - preside at all meetings of this Association and shall chair the Executive Board;
 - be responsible to keep the membership informed of official communications and on all matters concerning the Association;
 - act as a liaison for the dissemination of information between the Association and the Administration (or designee);
 - serve as the Chairperson of the Negotiating Team Committee
 - choose members to serve as the Faculty Negotiating Team.
 - provide for continuity on the Team,
 - provide for adequate representation of all faculty on Team,
 - present names of Faculty Negotiating Team members to Association Membership for ratification,
 - lead procurement of outside consultant to assist in Discussion process as desired.
 - Such procurement shall be at the discretion of the membership.
 - Fees and identity of consultant shall be ratified by the Association membership.
- The Vice President shall:
 - assume the duties and powers of the President in the absence of the President;
 - assist the President in all ways;
 - assume the Presidency for the unexpired term in the event that the President is unable to carry out the duties of the Presidency;
 - serve as head of the Constitutional Review Committee
 - advise and assist the president in facilitating the business meetings.

- The Secretary shall:
 - prepare the general correspondence of the Association;
 - keep the official calendar for association activities;
 - record the minutes of the regular Association meetings, Executive Board meetings, and special meetings.
- The Treasurer shall:
 - be custodian of all funds of the Association.
 - make disbursements, through requisition, only as authorized by the Executive Board and/or Association membership. Requisitions will be approved by the Association President and Vice President before being paid.
 - report dues, expenses, and balance to the membership at membership meetings.
- The Membership Officer shall:
 - maintain an accurate membership list.
 - contact new faculty each year to inform them about the FA and provide them an opportunity to enroll.
- The Executive Board shall:
 - appoint special committees as occasion may demand;
 - hold meetings prior to the general Association meetings to prepare the agenda for that meeting;
 - meet as needed to address pertinent faculty concerns;
 - invite other persons to the Executive Board meeting as needed or desired;
- Each outgoing officer shall, by August 31st, transfer to the successor the files and records of the respective office. Any officer vacating his office prior to the expiration of the term shall, within five (5) days after the termination, transfer to the successor the records of the office.

ARTICLE IV – COMMITTEES

Section 1.

The standing committees of this Association shall include the following and shall be the responsibility of the following Executive Officers:

Negotiation Team Committee - President

Constitutional and Policy Review Committee - Vice-President

Members of standing committees shall be appointed by the officer responsible for the committee and ratified by the Association members at the August meeting and shall serve under the direction of the Executive Board. Members of standing committees shall serve for a term corresponding to that of the Executive Board and shall continue in their duties until their successors have been chosen or until they are reappointed. The number of members on a committee will vary according to the functions of the respective committee.

Section 2.

Special committees may be appointed by the Executive Board as needed. Each standing and special committee Chair shall be responsible for keeping files for the Committee and shall submit a written annual report at the May meeting.

Section 3.

The duties of the standing committees shall be as follows:

- **Negotiation Team Committee** shall:
 - ask members for input for discussion items for negotiations
 - recommend **the new academic year's items for discussion**;
 - serve as the Negotiation Team during negotiations with administration.
 - The Negotiation Team shall act on behalf of the Association in discussions with the administration in all matters relating to employment.
 - Membership on the Negotiation Team shall be for one year (or until the negotiation agreement is signed) with the option to continue for subsequent years.
 - research and prepare data for use by the Negotiation Team;
 - prepare data for distribution to the general membership.

- **Constitutional and Policy Review Committee** shall:
 - review the Faculty Association Constitution and Bylaws and any policies for needed changes, revisions, and corrections;
 - review written proposals received from Association members for changes, revisions, or corrections;
 - present any proposed changes, revisions, or corrections to the Executive Board no later than its August meeting, for inclusion in the regular August Association meeting;
 - make any approved changes, revisions, and corrections to the Constitution and Bylaws after the August Association meeting, at which the Chair shall announce the result of that vote;
 - provide the Executive Board a new master of the Constitution in order to allow for reproduction and distribution. (The Executive Board will reproduce the Constitution and bylaws for distribution to all Association members.)

Section 4.

Each committee shall, within five (5) days after the conclusion of their appointment, transfer their files to their successor or to the Executive board.

Section 5.

All committees shall be subject to meet at the call of their respective chairs. A majority of the members of any and all committees shall constitute a quorum of such committees for the purpose of conducting business.

ARTICLE V - MEETINGS

Attendance at all Association meetings is voluntary, but always encouraged.

Section 1.

Regular meetings of the membership of this Association shall be held as soon as possible after the beginning of the Fall semester in August and the Spring semester in January. Regular meetings may also be held as needed from August to May.

During the Summer Term, no regular meetings shall be scheduled, but committee work shall continue and special meetings may be called.

Regular and Special meetings shall require at least five (5) days' notice to Association members by the President.

Section 2.

Special meetings of this Association may be called by the President, or may be called upon written request of ten (10) percent of the general membership stating the principle business to be transacted.

ARTICLE VI - QUORUMS AND PROXY VOTING

Section 1.

A quorum is the minimum number of members which must be present for the purpose of conducting business. A quorum for the general membership shall be those attending a regular or special Association meeting.

Section 2.

A proxy vote (holding an absent member's vote) shall be accepted at a regular or special meeting of the Association.

- Only association members may hold a proxy vote.
- The proxy vote shall be written and shall include the name of the absent member, the name of the holder of the proxy vote, and the date. The proxy vote shall be valid for one meeting only.
- The member holding a proxy vote shall notify the Secretary of the Association before a meeting is called to order that the member is holding an absent member's proxy vote and shall vote in behalf of the absent member.

ARTICLE VII - PARLIAMENTARY AUTHORITY

The Association shall establish its own rules of procedure for conducting business. All proceedings which are not included in this Constitution's Bylaws shall be governed by the latest edition of Robert's Rules of Order.

ARTICLE VIII – AMENDMENTS

Section 1.

This Constitution shall be amended by a two-thirds vote of the returned ballots of the membership.

Proposed amendments to the Constitution and Bylaws shall be submitted in writing to the membership by the Executive Board. A copy of the proposed amendment shall be emailed to each member. The proposed amendment will be voted on by ballot at the next meeting of the Faculty Association and shall be amended by a majority vote of the returned ballots.

Section 2.

Any member wishing to propose an amendment to this Constitution and Bylaws shall present that proposal in writing to the Constitutional Review Committee as outlined above.

Any member of the Association may propose an amendment to the Constitution or Bylaws and shall submit the proposal in writing to the Constitutional Review Committee. The Constitutional Review Committee shall present the proposal to the Executive Board, who in turn shall present it to the membership in a regular meeting for discussion, and if a vote is determined to be appropriate, it will be handled as described in Section 1. A quorum for the purpose of amending the Association Constitution and/or Bylaws shall be the total number of ballots cast.

Faculty Contract for 2023-2024

Negotiated between

Manhattan Area Technical College New Faculty Association

Team Members:

Rachel Ohnmes

Jaren Nittler

Mark Miller

Manhattan Area Technical College Board of Directors

Team Members:

Sarah Phillips

Kerri Bellamy

James Genandt

Reporter(s): Peter Vopata

Table of Contents

PREAMBLE.....	3
Article I. Definitions	4
Article II. Length of Contract and College Calendar.....	5
Article III. Notice of Resignation.....	6
Article IV. Professional Day	7
Article V. Faculty Workload	7
Article VI. Salary Schedule	9
Article VII. Fringe Benefits.....	12
Article VIII. Retirement.....	13
Article IX. Supplementary Committee Assignment Compensation	15
Article X. Extended Hours Compensation	15
Article XI. Travel Reimbursement.....	16
Article XII. Educational Advancement	16
Article XIII. Leaves	16
Article XIV. Faculty Member Assignment and Transfer	20
Article XV. Reduction in Personnel	20
Article XVI. Faculty Evaluation Procedures.....	21
Article XVII. Faculty Senate.....	24
Article XVIII. Grievance Procedure	24
Article XIX. Intellectual Property	26
Article XX. Association Privileges	27
Article XXI. Right of Representation	28

PREAMBLE

Agreement made and to be effective as of August 1, 2023 by and between the Manhattan Area Technical College, hereinafter referred to as the "College," and Manhattan Area Technical College New Faculty Association, hereinafter referred to as the "Association," for the 2023-2024 Academic Year.

WHEREAS, the Legislature of the State of Kansas has established a procedure for teachers employed within a college of the State of Kansas to organize and to select a representative for the purpose of professional negotiation, and the majority of the faculty, excluding administrators, professional and classified staff, within the College has designated the Association as its representative for professional, negotiation; and

WHEREAS, the Board recognizes the Association as the exclusive representative of all those employed by the Board in an instructional capacity, including all classroom instructors, learning resource director, and librarian employed under a minimum of three-quarter time or more contract, but shall not include any administrative, professional or support employees; and

WHEREAS, the Board and Association recognize and declare that providing a quality education for the students of Manhattan Area Technical College is their mutual desire and that the character of such education depends predominantly upon the quality and morale of the faculty; and

WHEREAS, it shall be the mutual aim of the parties of this agreement to maintain and improve the quality of the instructional program and morale of the teaching staff; and

WHEREAS, representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional service for the academic year of 2023-2024, the parties agree as follows:

MANAGEMENT RIGHTS

It is understood and agreed by the parties that MATC Administration shall operate the College according to Kansas statute and case law, in a manner consistent with the institutional mission, goals, and negotiated agreement.

MAINTENANCE OF STANDARDS

As included in Board policies and procedures, all terms and conditions of employment applicable on the signing date of this Agreement shall be maintained at not less than the standards in effect prior to signing. This Agreement shall not be interpreted or applied to deprive employees of professional advantages previously enjoyed unless expressly stated in this Agreement.

MANHATTAN AREA TECHNICAL COLLEGE
Faculty Contract for 2023-2024

This agreement is between Manhattan Area Technical College (hereinafter referred to as the "College") and the Manhattan Area Technical College New Faculty Association (hereinafter referred to as the "Association") as the representative of the Professional Employees as defined by K.S.A. 72-2218 (previously K.S.A. 72-5413) and hereinafter referred to as "Faculty"

Article I. Definitions

- A. The Association: Manhattan Area Technical College New Faculty Association.
- B. The Board: The Board of Directors of Manhattan Area Technical College.
- C. President: The President of Manhattan Area Technical College.
- D. The College: Manhattan Area Technical College, Manhattan, Kansas.
- E. Instructor or Faculty Member: Manhattan Area Technical College faculty employed under the requirements of K.S.A. 72-2218 (previously K.S.A.72-5413) (c) defining "professional employee."
- F. Full-time faculty: Those individuals with a classroom teaching load of 30 credit hours or the equivalent in one academic year.
- G. Full-time non-teaching faculty: Those individuals working 35 hours or more per week in one academic year.
- H. Administrator or Administration: All individuals so designated by President as employed in an administrative capacity.
- I. Grievance: A grievance is a complaint involving a work situation - a complaint that there has been a deviation, violation, misinterpretation, or misapplication of any provision of the Agreement.
- J. Whenever the singular is used in the Agreement, it is to include the plural as appropriate.
- K. Bargaining Unit: Faculty teaching half-time or more and employed for an academic year rather than semester-by-semester basis.
- L. Day: Unless otherwise designated, it is to be understood to mean a calendar day.
- M. Academic year: A consecutive Fall and Spring Semester comprise one academic year.
- N. A published program is defined as the courses required for a student to receive a certificate or an AAS degree.
- O. Longevity: Those individuals who have reached the bottom step of their assigned column of the salary schedule.

Article II. Length of Contract and College Calendar

- A. The academic contract for 9-month MATC faculty members, exclusive of supplemental, summer, or extended time contracts shall consist of 183 working days. This includes a standardized semester (15 weeks instruction and 1 week of finals) per accreditation and Federal compliance including two half days of commencement, and two college-wide event days within a regular semester schedule (i.e., Fall Homecoming/Car Show and Spring Open House), five professional development days, seven paid holidays, and a maximum of 12 preparation/office days. (*Clarification: The format concludes, per the faculty-student calendar, that there are 158 student days, 7 holidays, 17 faculty development/prep days, and 1 total commencement day (1/2 graduation day x 2) which equals 183 total days excluding weekends*).
- i. All Faculty members have the opportunity to schedule one additional professional development day per semester at their discretion, provided:
 - a. Their students have access to either online, or other educational modalities that allow student learning to continue while the faculty member is engaged in their professional development pursuit(s) (meaning, these days will be deemed as, and considered equivalent to, Instructional Days).
 - b. Faculty must notify and provide an agenda or list of activities to their supervisor of their intent to utilize one of their supplemental professional development days, at least one week in advance.
 - ii. Contracts of different duration may be developed and implemented with the concurrence of the faculty member and administration. Such contracts may change the calculation of working days per the agreement of both parties. The contractual change will relate to a clearly stated need/opportunity identified by the college to a specific academic program and/or instructional support service. Alternate compensation schedules will be developed for review by the Faculty Association and the Board of Directors during 2023-2024.
- B. The 7 designated holidays are Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.
- C. The Academic Calendar, a rolling 2-year calendar, shall be mutually developed and agreed upon by an ad-hoc committee consisting of 2 to 3 representatives from the Faculty Senate and 2 to 3 representatives from the College Administration. Once a mutually agreed upon calendar is developed, the ad-hoc committee will present it to the President for approval. A target date for completing the following academic yearly calendar is November 1. Any changes to the Academic Calendar after Board approval will be determined by the Faculty Senate ad-hoc committee and administration respectively, and re-presented to the Board for approval.

- D. The calendar will include class days, final exams, holidays, and in-service days with each day and duty specified by date. The calendar will also include any days that may require campus wide participation of students, staff and faculty, or for instructors to adjust teaching days. The Administration shall provide a copy of the Academic Calendar, as adopted by the President, to all employees at least two weeks prior to the beginning of the fall semester.

Article III. Notice of Resignation

In accordance with K.S.A. 72-2251, it shall be deemed that a faculty member will continue employment for the succeeding academic year unless written notice is provided by the faculty member on or before the 14th calendar day following the third Friday in May that they have no intention of continuing their contract into the proceeding academic year.

In the event a faculty member has determined to not continue employment for the succeeding year, the college encourages faculty members to make notifications as early as possible. An early resignation incentive is provided as follows:

- A. If the letter of resignation is received by Administration prior to January 1, the college will pay early resignation notice incentive of \$2,000
- B. If the letter of resignation is received by Administration between January 2 and March 1, the college will pay an early resignation notice incentive of \$1,500.
- C. If the letter of resignation is received by Administration between March 2 and April 1, the college will pay early resignation incentive of \$500.

In the event a faculty member resigns or leaves prior to the current contract expiration date, the faculty member forfeits any and all accrued personal and sick leave, in addition to being assessed liquidated damages as follows:

- A. If the letter of resignation is received by Administration after 14 calendar days following the third Friday in May through June 15, the faculty member pays liquidated damages in the amount of \$1,000.
- B. If the letter of resignation is received by Administration after June 15 to July 31, the faculty member pays liquidated damages in the amount of \$3,000.
- C. If the letter of resignation is received by Administration, or if the faculty member fails to honor the terms of the contract, on or after August 1, the faculty member pays liquidated damages in the amount \$3,000 plus \$100 per month for each month thereafter for remainder of contract.
- D. In no instance shall the amount of liquidated damages exceed \$4,000. In the event the College owes the faculty member additional salary amounts after the faculty member resigns or fails to honor the contract, the College may deduct the amount of liquidated damages from the final paycheck(s).

Liquidating damages may be waived at the discretion of the President of the College or designee.

Faculty members leaving the college who are not assessed liquidated damages will be paid \$15.00 for each day (7 hours) to a maximum of ninety (90) days (maximum reimbursement of \$1,350) of unused sick leave. Payment is made with the faculty member's last check and is subject to all applicable deductions.

Article IV. Professional Day

The Board and Association recognize that faculty members' responsibility to their students and to their profession generally entails the performance of duties and the expenditure of time beyond the assigned schedule. These duties include, but are not limited to, lesson planning, student assessment, staff meetings, professional development sessions, curriculum development meetings, recruitment, student conferences, student advising, business and industry interaction, College committee involvement, and program-related activities. The professional workweek for MATC faculty members is a minimum of 35 hours. Faculty member attendance is not required whenever on-campus classes have been cancelled due to inclement weather. Online and blended courses will continue virtual learning as scheduled. If possible, every attempt will be made by the instructor to conduct a virtual activity through the LMS.

Article V. Faculty Workload

- A. Teaching Faculty Load. The standard workload for teaching faculty is a total of thirty (30) credit hours for the fall and spring semesters of one academic year.
- B. Non-Teaching Faculty Work Week. The standard workweek for non-teaching faculty is established as a minimum of thirty-five (35) hours per week consistent with Article IV of this Agreement.
- C. Maximum Teaching Load. No faculty member may teach more than twenty-two (22) credit hours per semester of the academic year, unless an exception is made by the Chief Academic Officer.
- D. Overload.
 - 1. Teaching beyond the standard teaching load of thirty (30) credit hours for the fall and spring semesters of one academic year is considered overload.
 - 2. Full-time faculty (Article I. F.) with appropriate credentials is offered the first option for overload teaching up to six credit hours before adjunct faculty employment is contracted with a deadline for full-time faculty acceptance of the course assignment no later than ten (10) working days prior to the start of the relevant academic term.
 - 3. No faculty member is required to accept overload teaching beyond the published program.
 - 4. Compensation for each hour of overload for teaching faculty members:

a. Hired prior to July 1, 2013, will be paid at 1/30th of the 2012-2013 base salary as established on the 2012-2013 contract for the first 6 credit hours. Compensation for each hour of overload beyond 6 credit hours will be paid \$900 per credit hour. Compensation for teaching faculty members hired July 1, 2013, or after will be paid at a rate of \$900 per credit hour.

b. Overload compensation for the academic year (fall and spring term) will be paid out starting the first pay period of February through the last pay period of May. Overload for the fall and spring terms will be determined after the finalization of enrollments during the spring semester. The documentation of enrollment provides the basis for the calculation of and timing of the payment for overload. If for any reason, overload compensation was approved and the total credit hours for the full year do not require overload pay (i.e. load does not exceed thirty (30) credit hours), it will be repaid by payroll deduction from employee's salary.

E. Summer Teaching Contracts. Full-time faculty (see Article I.F) with appropriate credentials is offered the option for summer teaching contract(s) before adjunct faculty is hired. Full-time faculty will be compensated at the rate of \$725 per credit hour for summer course if the course has an enrollment minimum of eight (8) students as of May 1. Enrollment below eight (8) will be paid at the adjunct rate. Faculty will need to make formal notification of commitment to the CAO to teach those courses no later than May 1 prior to the summer session with the understanding that the College reserves the right to cancel any course if enrollment is not sufficient to cover the course. If the full time Instructor teaches more than one class during the summer, the average head count of all classes will be considered before a final decision is made in collaboration with the Instructor.

F. Independent Study. Independent study courses are directed independent study by arrangement. Compensation shall be granted for teaching independent study classes as follows:

1. Shall be taught under a separate contract when mutually agreeable between the professional employee and administration.
2. Additional payment for independent study will be made only if the professional employee is teaching a full load.
3. Compensation will be paid at 0.30% of Column I, Step 0 of the salary schedule per credit hour.

Article VI. Salary Schedule

A. The following salary schedule is effective for the approved negotiated agreement:

Step	ND	ND+15 CRH	ND+30 CRH	ND+45 CRH	AA/AAS or 62 CRH	80 CRH	95 CRH	BS	BS+15 CRH	BS+30 CRH or MS	BS+45 CRH or MS+15	BS+60 CRH or MS+30	PHD/ED or 2nd MS
0	\$35,247	\$35,798	\$36,349	\$36,901	\$37,453	\$38,555	\$39,659	\$40,762	\$41,865	\$42,968	\$44,072	\$45,174	\$46,278
1	\$36,054	\$36,606	\$37,158	\$37,709	\$38,261	\$39,364	\$40,467	\$41,791	\$42,894	\$43,997	\$45,100	\$46,203	\$47,306
2	\$36,864	\$37,416	\$37,968	\$38,519	\$39,071	\$40,174	\$41,277	\$42,821	\$43,925	\$45,027	\$46,131	\$47,234	\$48,337
3	\$37,673	\$38,225	\$38,777	\$39,328	\$39,879	\$40,983	\$42,086	\$43,851	\$44,954	\$46,058	\$47,160	\$48,264	\$49,366
4	\$38,481	\$39,033	\$39,585	\$40,136	\$40,687	\$41,791	\$42,894	\$44,879	\$45,983	\$47,086	\$48,189	\$49,292	\$50,396
5	\$39,291	\$39,843	\$40,395	\$40,946	\$41,497	\$42,601	\$43,703	\$45,910	\$47,013	\$48,116	\$49,220	\$50,322	\$51,426
6	\$40,101	\$40,652	\$41,203	\$41,755	\$42,307	\$43,410	\$44,513	\$46,940	\$48,042	\$49,146	\$50,249	\$51,352	\$52,455
7	\$40,909	\$41,459	\$42,011	\$42,563	\$43,115	\$44,217	\$45,321	\$47,968	\$49,072	\$50,174	\$51,278	\$52,381	\$53,484
8	\$41,718	\$42,269	\$42,821	\$43,373	\$43,925	\$45,027	\$46,131	\$48,999	\$50,102	\$51,206	\$52,308	\$53,412	\$54,514
9	\$42,527	\$43,079	\$43,630	\$44,182	\$44,734	\$45,836	\$46,940	\$50,028	\$51,132	\$52,235	\$53,338	\$54,441	\$55,545
10	\$43,335	\$43,887	\$44,438	\$44,990	\$45,541	\$46,644	\$47,748	\$51,057	\$52,160	\$53,263	\$54,366	\$55,469	\$56,573
11	\$44,145	\$44,697	\$45,249	\$45,800	\$46,351	\$47,455	\$48,558	\$52,088	\$53,190	\$54,294	\$55,397	\$56,500	\$57,603
12	\$44,954	\$45,506	\$46,058	\$46,608	\$47,160	\$48,264	\$49,366	\$53,117	\$54,221	\$55,323	\$56,427	\$57,530	\$58,633
13	\$45,762	\$46,314	\$46,865	\$47,416	\$47,968	\$49,072	\$50,174	\$54,146	\$55,249	\$56,352	\$57,455	\$58,559	\$59,661
14	\$46,572	\$47,123	\$47,675	\$48,227	\$48,778	\$49,882	\$50,984	\$55,176	\$56,280	\$57,383	\$58,486	\$59,589	\$60,693
15	\$47,381	\$47,932	\$48,484	\$49,036	\$49,587	\$50,690	\$51,793	\$56,206	\$57,309	\$58,412	\$59,515	\$60,618	\$61,722
16	\$48,189	\$48,740	\$49,292	\$49,844	\$50,396	\$51,498	\$52,602	\$57,235	\$58,337	\$59,441	\$60,544	\$61,647	\$62,750

B. Definition and Placement.

1. Each new faculty member is placed on the schedule as determined by the administration according to his/her documented education level.
2. The College emphasizes that the salary schedule is a minimum schedule.
3. Faculty members must furnish official evidence or transcript of credit completed by September 3 of the current academic year to qualify for a classification change.
4. Only one Bachelor's or Master's salary differential is paid to a faculty member with two or more Bachelor's or Master's degrees.
5. Faculty members with ninety (90) days' or more classroom teaching experience is granted one full year of credit on the salary schedule. Every year of teaching experience is credited one step. Faculty members with related industry experience are granted one step for every two years of industry experience. Maximum numbers of steps granted is 10.
6. Faculty members who qualify will advance horizontally on the salary schedule for the current approved academic year. To qualify for horizontal movement on the salary schedule beyond the Bachelor's degree, the additional hours may be graduate hours or undergraduate hours that support the discipline taught and must be completed subsequent to the completion of the initial Bachelor's degree.

7. When the current approved agreement has a vertical step increase, it will apply to longevity in an equal amount.
8. The compensation for the Faculty under the current approved negotiation agreement will be a 2 percent increase to the 2022-2023 base schedule, with a \$2,000 additional stipend for the 2023-2024 academic year.
9. Compensation is paid over the 12-month contract period of August 1st through July 31st.

C. Equivalency Credit.

1. The equivalency credit program is used to facilitate horizontal movement on the salary schedule of the College. An equivalency credit may be earned in place of college credit. Equivalency credit is based on education and/or training which directly enhances the employee's ability to improve in his/her profession.
2. The same activity cannot be used for both college credit and equivalency credit.
3. In general, 25 clock hours will be equivalent to 1 equivalency credit (EC). For purposes of horizontal movement on the salary schedule, 1 equivalency credit is equal to 1 credit hour.
4. Continuing Education Units (CEUs) are generally based on 10 clock hours equaling 1 CEU; therefore, 2.5 CEUs are required to obtain 1 equivalency credit (EC).
5. Only half of the credit hours required for horizontal movement may be equivalency credit.
6. To obtain equivalency credit:
 - a. The activity must be appropriate to the discipline/job;
 - b. The activity must be conducted on personal time;
 - c. The activity or person is not being paid a salary or stipend by another entity, i.e. grant;
 - d. The employee must make application to their supervisor for pre-approval;
 - e. The employee must complete a report and self-assess the activity regarding the value of the experience to one's job;
 - f. The documentation for final approval for movement on the salary schedule for the next academic year must be presented to supervisor by July 1;
 - g. The final approval for equivalency credit will be determined by the supervisor by July 31;
 - h. All documentation must be submitted to the Human Resources office by September 3.
7. The following activities may qualify for EC; time and effort must be included in the reporting documentation. Equivalency credit points identified are the maximum points allowed per activity.
 - a. Professional reading - maximum of 1 EC

- i. Teaching faculty: Complete a substantive report on how the material will influence instruction;
 - ii. Non-teaching faculty and staff: Complete a substantive report on how the reading will influence job performance.
 - b. Attendance at conferences or workshops - clock hour equivalence
 - i. Conferences/workshops must include experiential learning as opposed to passive learning;
 - ii. Registration is paid for by the employee;
 - iii. If attendance is on a scheduled contract/work day, employee must apply personal or vacation leave;
 - c. Presenting at a conference - clock hour equivalence
 - i. Preparation for presentation may also qualify for clock hour equivalence;
 - ii. Actual presentation;
 - iii. Registration is paid for by the employee;
 - iv. If attendance is on a scheduled contract/work day, employee must apply for personal or vacation leave;
 - d. Professional coursework required for licensure/certification - clock hour equivalence and/or proof of CEU
 - i. Registration is paid for by the employee;
 - ii. If attendance is on a scheduled contract/work day, employee must apply for personal or vacation leave;
 - e. Ed2Go - clock hour equivalence
 - f. Writing, reviewing, and/or editing texts - maximum of 1 EC
 - i. Completed for a publisher or outside entity
 - g. Publishing in a refereed or trade journal - maximum of 1 EC
 - h. Internships (unpaid) - clock hour equivalence

8. Equivalency credits may be used for any degree level of the pay scale. Unused equivalency credits may be carried over one time.

D. Longevity Increment. Longevity will be funded for the current academic year for those at the bottom of their salary column at \$900 per year earned. Longevity increment(s) earned in prior years will be retained by the individual. Faculty base pay calculations include Longevity. Any COLA approved is applied to the Faculty's overall base (Example: \$55,247 + \$900 = \$56,147 x 2% COLA = \$57,270).

E. Hourly Wage for continuing education and contract training instruction.

1. Faculty members covered by this agreement employed as hourly continuing education contract training instructors are paid a minimum of \$20 per hour for each authorized instructional hour.
2. Faculty members covered by this agreement are paid a minimum of \$20 per hour for authorized in-service and/or curriculum work assigned beyond the regular professional day and length of contract- and not covered under the scope of Policy 4.1.1 New Course Development.
3. Faculty members are paid for actual hours of instruction plus additional negotiated time - if applicable.

4. A faculty member teaching a course for the first time is paid a minimum of 25 percent of assigned course clock/credit hours for preparation.
5. Faculty members must meet minimum credential requirements.

Article VII. Fringe Benefits

- A. Fringe Benefit Plan. The College shall provide for fringe benefits through a flexible benefit plan under and in compliance with the provisions of Section 125 of the Internal Revenue Code, related statutory provisions, and applicable regulations. Any administrative cost for individual offerings within the Section 125 plan will be the responsibility of the employee choosing that option. For each faculty member electing to participate in the group health insurance plan, the College shall also provide a contribution equal to the cost of a single option coverage, OR a contribution of the amount of a single option coverage toward a family option coverage, OR a contribution of twice the amount of a single option coverage when two faculty members covered by one health insurance contract are eligible for a contribution. Faculty members employed less than the required time as stipulated by the insurance provider are not eligible for coverage or membership in the group plan. The College will not pay the single option per month to the salary or other benefit in lieu of health insurance coverage.
- B. Salary Reduction and Elective Option. The College provides each faculty member with the opportunity to execute a salary reduction agreement. Contributions under the salary reduction agreement are designated by the faculty member for the purchase of a benefit or benefits from the following approved plans:
 - Group term life insurance up to \$50,000
 - Group health insurance
 - Cancer and other dreaded diseases insurance
 - Dependent care
 - Medical reimbursement
 - 403(b) annuity plans
 - Such other lawful components or options as may be approved by the College from time to time
- C. Section 125 Cafeteria Plan. Faculty members wishing to participate in the Section 125 cafeteria plan complete a "salary reduction agreement and benefit election form" approved by the College and submit it to the required office on or before the specified deadline designated by the College at the start of each academic year. The salary reduction agreement and benefit election form are provided by the College, but it is solely the faculty member's responsibility to complete the form and submit it to the office designated by the College on or before the prescribed date. Each faculty member agrees to hold the College harmless from any failure on his or her part to submit the necessary form in a timely fashion. Once made, a salary reduction agreement and benefit election is irrevocable (except as specifically permitted by the Internal Revenue Code and regulations) for that particular contract year.
- D. Administration. It is agreed that the faculty member complies with all applicable directives of the Internal Revenue Service or other federal or state regulations, as

amended, in administering and maintaining the Section 125 cafeteria plan. The College reserves the right to draft and implement all necessary documentation in regard to the Section 125 cafeteria plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to modify or terminate the plan if it is found to be unlawful under any applicable law or regulation, or to modify or terminate this plan subsequent to the expiration of this agreement as and to the extent permitted by the Internal Revenue Code or the Plan.

E. Withholding. The College withholds such amounts of a faculty member's compensation hereunder is necessary in the opinion of the College to comply with state and federal laws including social security and retirement.

F. Selection of Carriers. The selection of the carrier or carriers for each of the offered benefits is made by the College.

G. Tuition Reimbursement.

MATC Supports faculty continuing education.
[Refer to Policy 5.2.2 Employee and Dependent Tuition Reimbursement.](#)

H. The College supports appropriate professional memberships. Where Institutional memberships are not available or do not provide the necessary value, the College will provide payment/reimbursement for individual memberships upon prior approval from the supervisor and within the appropriate budget.

Article VIII. Retirement

A. Application: A faculty member desiring to retire must notify the President by April 1st. Failure to notify may result in the loss of benefits.

B. Early Retirement Supplement. Full-time faculty members retiring or leaving the College at age fifty-five (55) and qualify for Kansas Public Employees Retirement System (KPERs) with a reduction in benefits are awarded a retirement supplement based on the schedule below.

5 - 9 years of service	\$1,000
10 - 14 years of service	\$2,000
15 - 19 years of service	\$3,000
20 - 24 years of service	\$4,000
25 or more years of service	\$5,000

C. Retirement. Faculty who qualify to retire from employment with the College may qualify for benefits under the terms and conditions set forth in compliance with KPERs as follows.

1. Eligibility: A faculty member is eligible for retirement if said faculty member:
 - a) Is currently a full-time faculty member.

b) Has reached at least sixty (60) years of age and qualifies for KPERS without a reduction in benefits.

2. Benefits: A qualified faculty member electing to retire receives the following benefits:

a) The college will pay the individual health insurance premium monthly for a max of five (5) years until retiree is eligible for full social security medical benefits:

i. The retiree must be actively enrolled in the health insurance benefit program at the time of retirement to receive this benefit.

ii. Termination of Benefits: The option to maintain single coverage health insurance is automatically terminated at the time a faculty member reaches age sixty-five (65).

b) Retirement benefit deposited into a qualified college's provider retirement plan (such as a 403(b) plan) in the faculty member's name. Once the benefit is deposited, the faculty member is considered fully vested. The benefit is a one-time payment and is calculated using the present value of annuity method. The factors used in the calculation are as follows:

- ten (10) percent of the faculty member's last completed annual contracted base salary, to include any earned longevity, minus any supplemental pay (last annual contract salary does not include summer school, overload assignments, or other hourly salary payments).
- number of full years until member reaches age sixty-five (65)
- discount rate is four percent.

3. Example: Member is age 61 ½ and retires effective September 1. Last annual contracted salary was \$50,000. Present value of a \$5,000 annuity for three years at four (4) percent discount rate= \$14,400. Payment: Retirement benefit will be deposited into a qualified college's provider retirement plan in the member's name no later than thirty days after the KPERS retirement date.

D. Payment for Unused Sick Leave. Faculty members who retire are paid \$15.00 for each day (7 hours) to a maximum of ninety (90) days (maximum reimbursement of \$1,350) of unused sick leave. Payment is made with the faculty member's last check and is subject to all applicable deductions.

E. Contribution Plan

1. Eligibility: All faculty covered under this agreement will be eligible unless they have elected to remain with the Early Retirement as identified in B and have met all the eligibility requirements.

2. Benefits: For each qualifying faculty member, the college will match an employee contribution up to \$1,000 annually in an MATC qualified pre-

tax retirement plan.

3. Vesting: The vesting schedule will be a five-year schedule as follows, which includes years currently employed full-time. Faculty members currently employed will be given prior service credit.

a. Completed Years of Service	1	20%
b. Completed Years of Service	2	40%
c. Completed Years of Service	3	60%
d. Completed Years of Service	4	80%
e. Completed Years of Service	5	100%

4. MATC matching dollars will be deposited into an account established for the approved program. Each employee will select one of the investment options available in the approved program.

Article IX. Supplementary Committee Assignment Compensation

- A. Supplementary committee assignment compensation is three (3) percent of column 1 step 0 of the salary schedule for the following positions:

- MATC Faculty Senate Chair
- MATC Professional Development Chair
- MATC Curriculum Committee Chair
- MATC Assessment Committee Chair

- B. College- wide student organization compensation is three (3) percent of column 1 step 0 of the salary schedule for the following organizations, and if there is more than one officially designated sponsor, the compensation will be divided equally among those identified sponsors. If more than two sponsors, then the minimum compensation will be no less than \$500 each.

- SkillsUSA
- Phi Theta Kappa (PTK) / National Technical Honor Society (NTHS)
- Student Voice Council

Article X. Extended Hours Compensation

1. Extended Hours:

In the event that a faculty member is required or voluntarily agrees to work beyond the stipulated contract period of 183 days, the faculty member shall be eligible for compensation for the additional hours worked.

2. Calculation of Extended Hours Compensation:

Extended hours compensation shall be calculated based on the faculty member's current contracted base hourly rate. Base rate is their current base pay, plus longevity if applicable, as noted in the faculty member's most current contract.

3. Authorization for Extended Hours:

Extended hours worked beyond the stated contract period must be authorized in advanced by the appropriate dean and/or Chief Academic Officer. Faculty members must obtain written approval, including estimated hours, along with the corresponding tasks and responsibilities to be performed during these hours before commencing work.

4. Recording and Reporting of Extended Hours:

Faculty members shall accurately record and report all extended hours worked. Reporting shall be in accordance with the institution's established extended hours procedures.

5. Payment of Extended Hours Compensation:

Payment for extended hours worked shall be processed in the regular payroll cycle. Extended hours compensation will be subject to applicable deductions including taxes and other statutory withholdings.

6. Review and Amendment:

This extended hours compensation arrangement is subject to review and may be amended by mutual agreement between the faculty member and the institution. Any changes to this arrangement shall be documented in writing.

Article XI. Travel Reimbursement

For mileage and meal expense reimbursement, faculty members will be reimbursed in accordance with the State of Kansas Department of Administration policies. Refer to www.da.ks.gov/ar/employee/travel for applicable rates. Unless otherwise required by an external funding source, receipts will not be required. Refer to Policy 6.2.4 for more information.

Article XII. Educational Advancement

There are no restrictions on the number of college hours taken by faculty members during the contract year. Any time that college enrollment interferes with the faculty member's work assignment, the faculty member is required to withdraw from the course or courses. All college hours used for salary advancement are subject to Article VI of this agreement.

Article XIII. Leaves

A. Sick Leave.

1. Each full-time faculty member is entitled to seven hours of sick leave for each twenty days of contracted time and seven hours of sick leave for any fraction thereof for personal illness or injury each year.
 - a) A faculty member employed less than full-time shall be entitled to an equivalent amount of sick leave pro-rated on the percent of contracted time.
 - b) Hours of such leave not used may accumulate to six-hundred-thirty (630) hours.
2. Maternity Leave: Disabilities caused by or contributed to pregnancy, miscarriage,

abortion, childbirth and recovery from, are, for all job-related purposes, temporary disabilities and will be treated as such under the College faculty member sick leave plan.

B. Other Leave Chargeable to Sick Leave.

1. Absences chargeable to accumulated sick leave (other than for personal illness or injury) may be for the following reasons and are subject to the limitations listed:
 - a) Illness or injury of faculty member's family.
 - b) Established holidays of recognized religious denominations or sects.
 - c) Bereavement leave.
 - d) Adoptive leave.
 - e) Mental health and/or recovery days
2. The President or his/her designee may at his/her discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it may be charged against either sick leave or personal leave at his/her discretion.

C. Personal Leave. Each full-time faculty member is granted fourteen (14) hours per year for personal business. Faculty members less than full time shall be entitled to an equivalent amount of personal leave pro-rated on the percent of contracted time. A full-time faculty member who completed the previous year with an accumulated sick leave of six-hundred- thirty (630) hours will be awarded an additional seven (7) hours of personal leave. Days of such leave not used may accumulate to thirty-five (35) hours. Said leave is subject to the following limitations:

1. Personal leave must be requested four (4) business days prior to the date to be taken; administrative response will occur within two (2) business days of submission.
2. If a Faculty member exhausts all personal leave, upon approval of the President, based on supervisor's approval a faculty member may convert up to 35 sick leave hours per year into personal hours.
3. Supervisor approval is required for faculty to utilize personal leave during finals week. The approval includes verification of instructional requirements, final grades, Assessment, and end of year responsibilities are completed.
4. Faculty members who have unused personal leave hours over and above their maximum accumulation (35 hours) will be reimbursed \$20 per hour above the maximum accumulation. Payment for said personal days will be made in June.
5. The President or his/her designee may at his/her discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it is charged to personal leave. The request for such leave is in writing prior to said leave.

D. Part-time Leave of Absence. A faculty member who has been employed by the college for

three (3) consecutive years may apply for a half-time assignment for family reasons or for academic study. This leave must be for a full academic year. Approval by the President is for a period of not more than two (2) years. Upon approval, the half-time assignment is for one-half pay.

Application for a half-time assignment is effective at the beginning of an academic year and is made on or before May 15 of the preceding academic year. The President may, upon request, extend the leave up to one year.

E. Extended Leaves - Without Pay. Specific leaves may be granted for the following reasons:

1. Health Reasons. A faculty member whose personal illness extends beyond accumulated sick leave may be granted a leave of absence of up to one year without pay or increment. Request for such leave must be accompanied by a statement from a physician that such leave is necessary. Upon return, the faculty member is assigned to the same or a comparable position he/she held prior to such leave.
2. Family Leave. A faculty member is granted up to twelve (12) unpaid work weeks of leave during a twelve (12) month period for the following reasons:
 - a) Because of the birth of a child and the decision to provide care for that infant;
 - b) Because of placement of a child with the faculty member for adoption or foster care;
 - c) In order to care for the spouse, child, or parent of a faculty member who has a serious health condition;
 - d) Because of a serious health condition that makes the faculty member unable to perform the essential function of his/her job.

Where spouses work for the College, they will be allowed twelve (12) weeks between them to take family leave to care for a child, spouse, or parent. Upon returning, the faculty member is assigned to the same or a comparable position to that he/she held prior to such leave. The President may upon request extend the leave up to one year.

3. Military Leave. Military leave or alternate service as designated by Selective Service is granted without pay to any faculty member who is inducted into active military service. Upon return from such leave, the faculty member is placed on the salary schedule at the level that he/she would have achieved had such leave not been taken. Military leave is up to eighteen (18) months at a time, and the faculty member must renew his/her leave each eighteen (18) month period thereafter for the duration of the military service.
4. Personal Leave of Absence Without Pay. Extended leave of absence is for a maximum of one year. Application for leave must be a minimum of six (6) months before the requested beginning date. Qualification requires a minimum of six (6) years' employment by the college.

F. Leave Without Pay. A faculty member who is not on sick leave or personal business leave and is not at work and who desires a leave of absence requests a leave of absence for a specific period of time. Such request is directed to the President or his/her designee in writing. Such leaves of absence may be granted for a specific period, and it is the obligation of the faculty member to return to work or to request the leave to be extended at the expiration of said leave of absence. Any faculty member who fails to return at the expiration of a leave of absence may be terminated with ten (10) days written notice. Leave without pay is granted only under extreme situations when such leave is not covered by the conditions of this article.

G. General Provisions.

1. Extended leave is defined as 6 to 12 months; short-term leave is defined as less than six (6) months.
2. Accrued sick leave is not payable to a faculty member at termination under any circumstances except as described by Article XIII, Section C.
3. Any faculty member who is absent for any period of time because of accident or injury, irrespective of whether such injury was suffered within or outside the scope of employment, or for a period of more than five (5) working days to illness, may be required to submit a written statement from a physician stating he/she is physically able to return to duty. When requested, this statement is to be presented in person before the faculty member returns to duty in order that the present state of convalescence can be discussed.
4. The President may postpone the return of duty if he/she should conclude that the faculty member is physically unable to perform his/her duties or if the faculty member's condition is such that there would be a hazard of further injury.
5. The College may require a physical examination by a physician (a physician is a person licensed to practice medicine in the state of Kansas) if such is deemed necessary to make a proper conclusion as to the faculty member's fitness to return to duty. The faculty member may designate the physician and pay all costs or accepts a College-designated physician. If the faculty member accepts a College-designated physician, the cost of the physical will be paid by the College.
6. In the event that a faculty member is absent for a short (less than 6 months) or extended period (6 – 12 months) of time that results in lack of completion of instructional responsibilities as outlined by course/program objectives and competencies, the VPSS (CAO) in coordination with the faculty member's direct supervisor and, if capable the faculty member, will make appropriate arrangements to meet instructional responsibilities till the full-time faculty returns. A Faculty member using this stipulation is expected to maintain contact with the HR department for guidance on FMLA and/or other relevant federal/state regulations.
7. If the faculty member suffers a catastrophic event that requires an absence of a period twelve

months or longer, the College may hire a full-time replacement for that period of time. Three (3) months prior to the conclusion of the period of time, matters will be reviewed by the VPSS (CAO) and faculty member's direct supervisor to determine appropriate actions to ensure instructional responsibilities are being met going forward.

- H. Faculty are covered by the college Catastrophic Leave Policy 7.8.3.
- I. Jury Duty. Faculty members receiving notice to serve jury duty must provide documentation of the notice. Faculty members who serve jury duty receive their full salary during the period of such service.
- J. Legal Leave. Faculty members receiving a subpoena to testify in an MATC-related court case must provide documentation of the subpoena. Faculty members receive their full salary during the absence due to the subpoena.

Article XIV. Faculty Member Assignment and Transfer

- A. Faculty Member Assignment. Faculty members are assigned by the President. To ensure that students are taught by faculty members within their areas of specialization, faculty members are not to be assigned, except in emergency situations, to teach courses outside their areas of specialization.
- B. Faculty Member Transfer. An administratively-initiated transfer or reassignment may be made only in case of an emergency or to prevent undue disruption of the instructional program.
- C. Faculty Member Notification. Faculty members are notified in writing of any changes in their assignments as soon as the assignment is made. No changes are made unless deemed necessary by the President or requested by the faculty member.

Article XV. Reduction in Personnel

- A. Conditions. When decline in enrollment, reduction of program, or any other reason requires reduction in faculty, the administration attempts to accomplish same by attrition. In the event necessary reduction in faculty cannot be adequately accomplished by attrition, the administration bases its decision as to resulting contract renewals on the relative skill, ability, competence, and qualifications of available faculty to do the available work. If choice must be made between two or more faculty members of equal skill, ability, competence, and qualifications to do the available work, contract renewals are given to the faculty member with the greater full-time continuous length of service at MATC.
- B. Preferred Eligibility. Faculty members affected by faculty reductions are placed on a preferential hiring list for a period of two (2) years. If there are two (2) or more faculty members on the list determined to be equally qualified for an available vacancy, preference is given to the faculty member with the longest continuous service in the College.

Faculty members wishing reinstatement under the policy notifies the College in writing of their interest and availability every six (6) months after the termination date of their contract and of any change in their telephone number, address, and qualifications.

- C. Recall. Individuals who are included in a faculty reduction are offered recall in reverse order of faculty reduction to vacant positions which they are qualified to fill. The area of instruction at the time of the reduction is used to determine their eligibility for recall.

Recall is initiated immediately upon the existence of a vacancy at the College. No new appointments are made by the President while there are recall-eligible individuals available.

No recall-eligible faculty member will lose his/her recall rights if he/she secures other employment during the two (2) year recall period.

Any faculty member reduced from faculty is accorded recall rights unless he/she waives recall rights in writing, fails to accept recall to a position for which he/she is qualified, fails to respond within the ten (10) days to a recall notice sent to the latest address which he/she has furnished to the College, or fails to report for duty in the accepted position. The name of such person is removed from the list and such faculty member has no further recall rights.

Any person who is recalled regains all employment benefits to which he/she was entitled at the time of the faculty reduction. However, no benefits may be accrued during the period of unemployment and the person is subject to all changes in employment conditions which have been made in the interim.

- D. Limitation to Non-Probationary Faculty Members. This Reduction of Personnel agreement applies only to those faculty members who have at any time completed three (3) consecutive years of employment in the College, as defined by K.S.A. 72-2260 (previously K.S.A 72-5445)

Article XVI. Faculty Evaluation Procedures

- A. Purpose. The purpose of the faculty evaluation is to improve the educational experience at MATC.
- B. Standards of Performance. Faculty members agree to maintain standards of teaching at the collegiate level and are expected to perform in accordance with the following Standards:

Standard 1: Content Competence

A faculty member maintains a high level of subject matter knowledge and ensures that course content is current, accurate, representative, and appropriate to the position of the course within the student's program of studies.

Standard 2: Pedagogical Competence

A pedagogically competent faculty member communicates the objectives of the course to students, is aware of alternative instructional methods or strategies, and selects methods of instruction that, according to research evidence (including personal or self-reflective research), are effective in helping students to achieve the course objectives.

Standard 3: Dealing with Sensitive Topics

Topics that students are likely to find sensitive or discomforting are dealt with in an open, honest, and positive way.

Standard 4: Student Development

The overriding responsibility of the faculty member is to contribute to the intellectual development of the student, at least in the context of the faculty member's own area of expertise, and to avoid actions such as exploitation and discrimination that detract from student development.

Standard 5: Dual Relationships with Students

To avoid conflict of interest, a faculty member does not enter into dual-role relationships with students that are likely to detract from student development or lead to actual or perceived favoritism on the part of the faculty member.

Standard 6: Confidentiality

Student grades, attendance records, and private communications are treated as confidential material, and are released only with student consent, or for legitimate academic purposes, or if there are reasonable grounds for believing that releasing such information is beneficial to the student or prevents harm to others. This will include compliance with FERPA, Gramm-Leach-Bliley Act, and HIPPA federal regulations.

Standard 7: Respect for Colleagues

A faculty member respects the dignity of her or his colleagues and works cooperatively with colleagues in the interest of fostering student development.

Standard 8: Valid Assessment of Students

Given the importance of assessment of student performance in college teaching and in students' lives and careers, faculty members are responsible for taking adequate steps to ensure that assessment of students is valid, open, fair, and congruent with course objectives.

Standard 9: Respect for Institution

In the interests of student development, a faculty member is aware of and respects the educational goals, policies, and standards of the institution in which he or she teaches.

Standard 10: Institutional Contribution

Reflecting the critical importance of the faculty in the College's operation, the faculty member is a contributor to that operation through committee and task force membership and other responsibilities that are beyond the direct delivery of instruction to students.

Standard 11: Academic Freedom

College faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and as educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespeople.

C. Procedure.

1. Course evaluations: The approved evaluation tool is a valid and reliable standardized evaluation of instructor teaching effectiveness.
 - a. The evaluation tool will be implemented through the VPSS (CAO) office.
 - b. Each class regularly taught by an instructor will be surveyed at least once every three years with the evaluation schedule maintained by the VPSS (CAO).
 - c. Each faculty member is to have at least one course evaluated each semester.
 - d. Evaluations should be administered to students upon completion of at least 50% of the class but less than 75% of the class. The evaluations will be conducted either by a proctor or will be conducted in an on-line format. In either case, the instructor will not be present during the time of the evaluation to allow the students to respond freely to the instrument.
 - e. Results of the evaluations will be made available to the faculty member, their direct supervisor, and/or VPSS (CAO) at the conclusion of the semester and will be discussed at the time of evaluation if possible.

2. Teaching Observations
 - a. Observations of teaching may take place at any time during the Fall or Spring Semester (see Section D-Frequency of Evaluation for specific dates for faculty in their first three years of employment).
 - b. The observer and faculty member jointly establish the faculty member's evaluation calendar within the first 30 days of each semester with the faculty member submitting three possible observation dates/times. The observation dates may be changed due to unforeseen circumstances. (*Per faculty resource guide: Faculty being evaluated are expected to submit three possible observation dates/times to their assigned observer. Prior to those three dates, lesson plans are also to be submitted to the observer.*) The observer and faculty member will also have the option to jointly identify one or more faculty peer(s) and/or industry partner(s) to participate in the observation process. The role of the faculty peer(s) and/or industry partner(s) is to provide their insight and perspective to the observer. Faculty peer(s) and/or industry partner(s) will evaluate faculty using the same criteria and standards used by the observer.
 - c. Observations will be conducted by the direct supervisor, VPSS (CAO), or President and in co-operation with one or more faculty peer(s) and/or industry partners if applicable.
 - d. The observer prepares a written report of the observation and provides a copy of

the report to the instructor no later than ten (10) working days after the visit. If the instructor desires a meeting, a conference will be scheduled within ten (10) working days of receiving the report to discuss the observation report. The instructor can provide written comments that can be included as part of the completed signed observation report. The faculty member and observer sign the evaluation as acknowledgement of the evidence of completion of the evaluation process.

- e. Persons in the faculty member's direct chain of command have access to evaluation results and may be involved in the evaluation process.
- f. The faculty evaluation documents, including any faculty member's written response, bearing original signatures become part of the faculty member's personnel file maintained by the Human Resources Department.
- g. The faculty member's personnel file remains in the Human Resources Department.

D. Frequency of Evaluation.

- 1. During the first 2 consecutive years of employment, the faculty member will be evaluated at least once each semester (prior to the end of the first full week of November for the fall and the end of the third full week in April for the spring).
- 2. In Year 3, faculty will be evaluated once prior to the middle of February.
- 3. After Year 3, faculty will be evaluated at least once per year every three years.
- 4. Any faculty member who is on probationary status will be evaluated at least once each semester.

E. Rights and Limitations.

- 1. Nothing in this article is to be construed as precluding evaluation of faculty members as deemed appropriate by the administration of the College.
- 2. Each faculty member may release a copy of his/her evaluation to persons of his or her choosing by written directive. The Human Resources Administrator may require the written request to be notarized.
- 3. A faculty member has the right to review his/her evaluation and personnel file upon request.
- 4. The content in the evaluation is subject to the grievance procedure under Article XVIII of this agreement.

Article XVII. Faculty Senate

The Faculty Senate is recognized as the faculty voice in College governance. Bylaws of the Faculty Senate includes the nature and intent of responsibilities as designated with this Agreement.

Article XVIII. Grievance Procedure

- A. Definition. A grievance means only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

B. General Provision.

1. Every faculty member covered by this Agreement has the right to present grievances in accordance with these procedures.
2. Failure of a faculty member (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits acts as a bar to any further appeal and an administrator's failure to give a decision within the time limits permits the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by a grieving faculty member is conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving faculty member of the teaching staff.
4. The fact that a grievance is raised by a faculty member, regardless of its ultimate disposition, is not recorded in his/her personnel file or in any file or record utilized in the promotion process, nor is such fact used in any recommendations for job placement, nor is a faculty member placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
5. Conferences held under this grievance procedure are scheduled at a time and place that afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The Association has the right to be present at each stage of the grievance procedure. Every effort is made to hold such conference at a mutually agreeable time.
6. No matter is entertained as a grievance hereunder unless it is raised with the party within twenty (20) days after the occurrence of the event giving rise to the alleged grievance.
7. If the Association or a faculty member files any claim or complaint in any form other than under the grievance procedure of this agreement, the College is not required to process the same claim or set of facts through the grievance procedure.

C. Procedure.

1. **First Step.** An attempt is made to resolve any grievance in informal verbal discussion between complainant and his/her supervisor.
2. **Second Step.** If the grievance cannot be resolved informally, the aggrieved faculty member files the grievance in writing and, at a mutually agreeable time, discusses the matter with the supervisor. The grievance notes the specific clause or clauses of the grievance and states the remedy requested. The filing of the formal written grievance at the second step must be written within twenty (20) days from the date of occurrence of the event giving rise to the grievance. The supervisor will make a decision on the grievance and communicates it in writing to the faculty member within ten (10) days after the receipt of the grievance.

3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved faculty member files, within five (5) days of the supervisor's written decision at the second step, a copy of the grievance with the President. Within ten (10) days after such written grievance is filed, the aggrieved and the President or his/her designee meet to resolve the grievance. The President or his/her designee files an answer within ten (10) days of the third step grievance meeting and communicates it in writing to the faculty member and the supervisor.
4. Fourth Step. In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved faculty member files within five (5) days of the President's written decision at the third step, a copy of the grievance with the Board of Directors. The Chair of the Board will appoint a three-member ad hoc subcommittee to investigate and evaluate the written grievance. The Board will file a written answer to the faculty member, supervisor, and president within thirty-five (35) days of the subcommittee meeting and after the Board of Directors on the whole have heard, discussed, and voted on the suggested response, speaking as one voice.
5. Fifth Step. If the grievance is not resolved satisfactorily at Step 4, there is available a fifth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved faculty member to the President within thirty (30) days from receipt of the Step 4 answer to enter into such arbitration. The arbitration proceeding is conducted by the Arbitrator to be selected by the two parties within seven (7) days; the American Arbitration Association is requested to provide a panel of seven (7) arbitrators. Each of the two parties alternately strikes one name at a time from the panel until only one remains. The remaining name is the Arbitrator. The decision of the Arbitrator is submitted to the Board and the President and is final and binding upon the parties in interest.

Expense for the Arbitrator's service is borne equally by the College and the Association. The Arbitrator, in his/her opinion, does not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority is strictly limited to deciding only the issue or issues presented to him/her in writing by the College and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.

- D. Procedures for Certain Grievances Which Are Not Under the Jurisdiction of the President. Any grievance based upon the action of authority higher than the supervisor is initiated directly with the President. The general procedures relating to the appropriate step applies to the presentation and adjustment of the grievance, including the right of appeal.

Article XIX. Intellectual Property

The College supports and encourages creativity. It is hoped that the intellectual property created by faculty members is shared with other College faculty members for the benefit of students.

The property right of faculty member-generated materials created for classrooms belongs solely to the faculty members having produced said materials only if said materials are generated outside College time, without any financial assistance, or other College resources. If faculty member-generated materials are produced on College time, and/or with financial assistance, and/or with College resources, co-ownership results. (A waiver may be applicable in special circumstances.)

Refer to Policy 9.1.7 for additional information.

Article XX. Association Privileges

- A. Payroll Deductions- The College provides payroll deductions subject to space available on deduction statements.
- B. Dues Deduction- The College agrees to deduct membership dues pro rata from each paycheck of any of its faculty members who are members of the Association providing that the following items and conditions have been complied with:

- 1. Option A: Semimonthly payroll deduction authorization starting with the September 1st pay period.

Option B: An annual installment payable by September 15.

For new members choosing Option A, the payroll deductions for the month of membership shall be equal to one month's prorated annual dues amount.

New members choosing Option B shall pay a prorated amount of the annual dues from the beginning of the month of membership to the next annual installment due date.

- 2. The authorization may be canceled at any time by giving the College a written notice at least twenty (20) days prior to the cancellation date.
 - 3. No deduction is made from any faculty member's salary without written permission.
 - 4. It is understood that the Association assumes full responsibility for any error that may be made in authorizing membership dues deduction, and the Association agrees to reimburse any faculty member for any money found to be wrongfully or illegally withheld pursuant to this provision.
- C. Association Meetings. Faculty Association may have meetings on the MATC campus as long as it does not interfere with scheduled student class time. The College allows up to ten (10) Professional Development days (not sick or personal leave) for Faculty Association members to attend meeting away from MATC with no one member being allowed to use more than five (5) days, which are treated as professional development, with no reduction of student learning experience. College funds are not used to reimburse for expenses.

Article XXI. Right of Representation

Faculty are entitled to have present a representative of the employee's choice during any meeting which is related to performance or which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee, until such representative is present. Further, in the event of such a meeting, the employee shall be advised of the meeting and the right to representation, in writing, under the provision of this Agreement, prior to the meeting.

This agreement was ratified by the Faculty Association on Tuesday, August 22nd, 2023, and approved by the Board of Directors on Tuesday, August 29th, 2023.

Manhattan Area Technical College
New Faculty Association

Manhattan Area Technical College
Board of Directors

Rachel Ohmes, Chair

Brett Ballou, Chair

Jaren Nittler

Date

Mark Miller

Date



TO: Manhattan Area Technical College Board of Directors
FROM: Josh Gfeller, Chief Information Security Officer/Director of Facilities
DATE: August 29, 2023
SUBJECT: National Student Clearinghouse Cyber Security Incident

ManhattanTech uses the National Student Clearinghouse for degree verification, enrollment verification, and electronic transcripts. Nearly 3,600 colleges and universities enrolling over 97% of all students in public and private U.S. institutions provide enrollment and graduation data to NSC. NSC recently had a cybersecurity incident that affected some of our student records hosted at NSC. Schools use a system called MOVEit to send and receive student data to the NSC.

1. What files were affected?

The unauthorized party obtained certain files within NSC MOVEit environment which included information from the student record database on current or former students.

2. What happened?

Progress Software recently announced a vulnerability related to its MOVEit Transfer product, potentially affecting thousands of organizations worldwide. According to Progress Software, an unauthorized party discovered the vulnerability in the MOVEit Transfer software, which could allow unauthorized access to files being transferred using the tool.

3. What information was involved?

The files obtained from NSC included names, contact info, and educational information. For some individuals a SSN, Student ID, and/or DOB was also included. The information varied by individual.

4. Next Steps

NSC is obligated to notify each student that was potentially affected by the compromised data. NSC will provide ManhattanTech with a list of affected individuals to which we will supply contact information back to NSC. NSC will notify all individuals via written letter and offer free identify theft and credit monitoring service for two years. The vulnerability has been patched, and new processes and steps have been taken to improve transmission of files between NSC and schools. This improvement makes it less likely for a hacker to gain access to data, even if there is another software vulnerability.

Manhattan Area Technical College & Its Future
Strategic Planning Update: Fall Semester 2023

Overview

Strategic planning for an organization such as Manhattan Area Technical College takes a different approach and method than a traditional plan. The difference is due to a few specific characteristics:

- MATC's mission is very focused on workforce education as the primary role. While the College's excellence with general and adult education cannot be overlooked and supported, the "matter-of-fact" value of the institution to the external world is related to workforce and economic development;
- MATC uses the fact of not having local taxing authority and minimal governance as a benefit in being rapid to respond to workforce needs in the area (both current and projected). The capability to meet both current and emerging technical skills education for regional employers sets MATC apart from much of higher education. The capacity for MATC to respond to opportunities adds to both resources and value; and
- The President of the College employs a proactive culture of partnerships and connections, with higher education innovation and entrepreneurship actions to raise the visibility and viability of MATC in the region, usually based on awareness of appropriate opportunities that should be explored with further implementation as appropriate.

Manhattan Area Technical College employs the following structure for strategic "planning:"

- a) Alignment with our mission, vision, values and objectives:

Mission, Vision, & Values

Mission: Manhattan Area Technical College provides high quality technical, general, and adult education to prepare individuals to pursue technologically advanced careers and lead productive lives in a dynamic and diverse global environment.

Vision: As a leader in technical education, Manhattan Area Technical College will enhance student-centered learning and service to business, industry, and community members.

Values: Providing HIRE Education - Helping Ignite & Revolutionize Education

The values of the college community drive the vision and mission of Manhattan Tech.

It's a Journey, not a Destination

HELPING IGNITE the ambition and passion:

- in our students through self-advocacy
- in our faculty and staff by providing student centered support
- of our community by supporting regional workforce needs.

REVOLUTIONIZE EDUCATION through:

- active learning with hands-on instruction from day one
- faculty delivering cutting-edge industry driven expertise
- inspiring innovative lifelong learning.

Manhattan Tech fulfills its mission through these objectives:

- Offering associate of applied science degrees and technical certificates upon completion of programs and courses in technical fields to meet student, employer, and community needs.
 - Complementing technical instruction with general education courses emphasizing written and verbal communication, quantitative literacy, and critical thinking/problem solving.
 - Creating opportunities for secondary students in technical and general education through partnerships.
 - Providing student-centered services to include counseling, financial aid, skill enhancement and assessment, employability preparation, and student-led organizations.
 - Assessing student performance and outcomes to enhance learning.
 - Allocating resources to ensure a safe, accessible, and student-friendly learning environment.
 - Maintaining integrity through interaction with Business and Industry Leadership Teams (BILT), our Board of Directors, and ensure compliance with approving agencies.
 - Serving as a valued community leader and partner in the educational, economic, and workforce development of our service area.
- b) Engagement with community and economic development leaders in our region, as well as business and industry leaders, emphasizing our drive to provide (within our means) necessary workforce education for high demand/sustainable wage and/or critical need and/or emerging occupations critical to the region's economy requiring less than a baccalaureate degree and/or targeted professional development for upskilling and reskilling.
- c) Partnerships with regional school districts, other higher education institutions, local and state agencies, as well as federal agencies and Congressional officials for our area to develop and implement actions to enhance resources and capabilities for MATC to serve needs in our region.

It's a Journey, not a Destination

- d) Employing both internal review and external environmental scanning to identify trends and related information to improve MATC's ability to act on changes and disruptions to the economy and related components as well as emerging issues (i.e., AI).
- e) Using *creative tension* with **strategic visioning** because:
 - MATC must be relevant, responsive, reliable, and manage risk;
 - MATC must be agile, flexible, adaptable while being true to its mission and vision;
 - MATC must accept and embrace change and disruption;
 - MATC must always emphasize our value, measure our return on investment, and other metrics that demonstrate our impact;
 - MATC must seek our markets, never assume markets are with us, be competitive, assess financial performance, be open to alternative models of operating and streams of revenue;
 - MATC must focus on students/clients and learning to demonstrate proficiency; and
 - MATC must always fight for our share, it will always be up for grabs, so we have to make a difference with our quality, integrity, responsiveness, and partnerships.

The strategic visioning evolves through the use of *creative tension*:

Creative Tension Points

Transformational Vision (President, External Stakeholders) Futuristic Imagining (what is around the corner?) Aspirations & Key Insights More potential risk...and reward Seeking opportunities, "reading" change & disruption	vs.	Balanced Pragmatism (Employees, Board) Business as usual...mostly, and within means Key Performance Indicators & Evaluation Focused on core (now-18 months out) Alignment and current value to our region
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Considerations

Our strategy must always consider our resources: people, time, facilities, equipment, connections, and fiscal resources. Our organizational culture is our operating system, and it also requires constant attention. The world around us will continue to change rapidly due to advances in technology, much less the actions (or inactions) of governments, natural catastrophes, and just the survival of the fittest. Education, especially higher education, as we have known and accepted it for many decades, has and is changing. Often the changes are not as noticed or accepted for what they mean their leaders, faculty and staff, or the public. While we must be aware of the trends, we must remember that our primary purpose of workforce education.

It's a Journey, not a Destination

- Specifically, what does our region need in terms of workers with less than a bachelor's degree that is high demand/high wage and/or critical need--and, in addition, what are the emerging occupational skills so that we are ready (i.e., AI?).
- Another issue to be dealt with is how to assist persons with disabilities to move into certain areas of the skilled workforce. For example, in 2001 only 1.5% of K-12 students with disabilities were diagnosed with autism in the nation. In 2022 that percentage was 12%; therefore, it is incumbent upon us to implement ways to move those people effectively into the workforce.
- One more example: the number of cybersecurity jobs will increase by at least 25% by 2031 (the fastest growing needed occupation of all in the nation).

Somehow, we have to take our limited resources and meet a wide range of expectations. It is not just the survival of MATC at stake, it is the well-being of our communities and our families.

Our approaches and structures to carry out our mission should never be taken for granted. We should not assume our institution must always exist. The temptation to hold on to traditional ways a college operates and meets its mission must be avoided. Many organizations, both public and private, now provide their own training and education. The value of college credit hours and degrees has less support than ever. How do we adapt and forge partnerships to remain not just relevant, but seen as a critical component of the region in terms of community and economic development and quality of life?

Markets: Students & Employers

Our markets for students are appropriately diverse, and compared to many areas of Kansas, we are in a region with some population growth. Our primary targets are K-12 schools (including alternative schools/home schools/private schools), adult ed (GED & ESL) students, retiring and discharging military and family from Ft. Riley, traditional college students, KSU & MCC, nontraditional students, and re-skilling/upskilling incumbent workers in the region. People are out there, how we make them aware of the opportunities at MATC for technical, general, and adult education must be a difference maker for us to succeed.

Employment opportunities are almost infinite in our region, the state, and the nation. There has never been another time skilled technical people were in such demand throughout the USA with the exception of WWII. Again, how we can get employers from every sector actively partnering with us will drive our level of success. Their involvement with our programs of study, giving them early access to students as well as input with our instructors, can always be improved. Our success having them become active partners with not just awareness of us, but in serving on advisory committees, our board of directors, helping with scholarships, equipment, internships and/or apprenticeships, projects, and support for facility projects is essential and an area that can be enhanced.

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Delivery of Instruction, Demonstration, Credentialing

MATC provides a proper array of delivery options for students: traditional college credit with clear alignment in the requirements of programs of study (technical education), course requirements, co-requisite and adult education courses replacing remedial education traditions, internships, prior learning assessment, practicum and clinical experiences, independent study options, accepting appropriate transfer of credit (from accredited institutions and appropriate to the desired program of study and student goal). Some flexibility options are limited by traditional regulations from the federal Department of Education, Veterans Administration (for GI Bill), accreditation standards, and KBOR/State of Kansas regulations. We will continue to explore options related to non-credit/continuing education/professional development, internship options, apprenticeships, articulated credit, and credible credentials that document skills and are accepted by business and industry.

Factors Shaping Our Now & Future

Some factors are constant and known, others are only realized by a limited number of persons or have escaped our notice. For MATC external factors affecting us are almost limitless with any action or inaction related to the economy, societal change, political agenda, government regulations and appropriations, climate conditions, and so on. The following are factors we either really focus on and/or are emerging factors to give more attention to:

- Program need (long-term or filling a short-term need)/enrollment projections/retention and completion-placement targets/follow-up requirements with students and employers, advisory groups/partnerships to meet federal and state requirements AND provide the level of engagement to ensure program quality, integrity, and value;
- Needed resources:
 - Faculty, program assistants, staff
 - Facility space, equipment, supplies, technology;
- Ongoing costs and revenue streams for supporting start-up and ongoing;
- Regional/state demographics, economics, data analytics and trends/actions;
- Incentivize FT enrollment/program progress to increase completion, credentials, and placement;
- Plausible Scenario Planning: economic conditions, social/political variances, etc.;
- Traditional structure/governance vs. Outcomes design/oversight;
- Data influenced/gut instinct awareness;
- Time structure & regs vs. competency/outcomes & innovation, pace & individual timeframes with support, advising and intrusive intervention;
- Student success: grit, resiliency, appreciating learning and applying it;
- Developing approaches that recognize and work with the varying learning capacities and capabilities of students so that those who can accelerate may do so while instructors and staff have more time to assist the other students to be successful;

It's a Journey, not a Destination

- The appropriate integration of AI into our instruction, services, marketing, and so on without getting too far in front or behind using this tool;
- Enhancing our ability to identify and provide appropriate intervention for students, employees, and guests who face issues of depression and anxiety, learning disabilities, personal concerns, etc.;
- Investing in our people so they can invest in our students, much like this quote: *“Some teachers taught the curriculum today. Other teachers taught students today. And there’s a big difference.”—Blunt Educator;*
- We live in a global world of the web and digital technology and must accept that;
- We must encourage everyone to think about innovation in we approach teaching and learning, in our services and marketing, in our partnerships and external engagement;
- We must constantly consider how we can reduce barriers for students and the institution, and how we can identify and pursue appropriate opportunities.

Timelines

We developed a structure a few years ago to give us a forward-thinking perspective for planning, implementation, operations, and priorities for action. The timeline follows this approach:

- **Core:** now-18 months, incremental innovation, up to 70% of resources committed here, performance and effectiveness metrics in place for accountability.
- **Adjacent:** 18-36 months, emphasis on existing programs/services to new markets or new programs/services to existing and new markets, up to 20% of resources targeted here, developing performance and effectiveness metrics to align with changes.
- **Coming Attractions:** Past 36 months, shaping our future, up to 10% of resources needed here, creating metrics to determine value and viability.

Within those timeframes we apply details to these areas and also track how this meets accreditation requirements, the action-components back to our strategic plan, and also to the Kansas Board of Regents strategic plan. These steps help us focus on reporting requirements on a more regular basis as well as keep us from chasing “puppy-dog tails” that have less significance to our mission, vision, objectives, and accountability:

Strategic: The Who and Why Tactical: What Operational: How, When & Where

Resources: Financial (money and/or in-kind with direct value and application) and Non-Financial (personnel, facilities, equipment, tools, supplies, software, insurance, partnerships, etc.)

It's a Journey, not a Destination

Jim's adages to consider (not original completely):

- ✓ How do we change what we can do to the front to avoid the problems we have with the effectiveness and efficiency of education? How do we do that with the organization(s)? With our people and all of our resources?
- ✓ Don't let where you are become a ceiling on where you can go. (Anonymous)
- ✓ Often our most intense discomfort is what precedes and necessitates thinking in a way we have conceived of before. That new awareness creates possibilities that would never exist had we not been forced to learn something new.—Brianna West

An invincible organization, to me, is one constantly reinventing itself to avoid obsolescence and to adapt to opportunity and disruption, while performing what it currently does with effectiveness and efficiency, creating a culture of innovation, entrepreneurship, accountability and service balanced with experimentation, execution, and evaluation which, in turn, creates excitement, energy, education, and excellence with a clear positive return on investment and recognized value.

Accomplishments update on the attachment.

MATC 3D Budget & Strategic Plan

Key: Non-Financial Resources: P=People, T=Time, F=Facilities, E=Equipment/ Financial Resources: GF-General Funds, P-Perkins, FD-MATC Foundation, G-Grants, GMCF-Greater Manhattan Community Foundation, CPMOE-Capital Outlay MOE

CORE

(Now-24 months, incremental innovation, up to 70% of resources committed here, performance metrics accountability)

Description	Update	Link to Strategic Plan, HLC Criteria, Other Justification	Estimated Cost	Funding Source(s)
Resource Development				
Scholarships	Increase business awareness AY 24	SP 1, HLC 5	\$1,500,000	FD
Capital Outlay	One time progress for FY 24	SP 1 HLC 5	\$400,000	FD, G
General	Progress FY 24 Unrestricted & 1-time restricted	SP 1, HLC 5	\$50,000	FD
Title 3 Endowment Challenge		SP 1 & 7, HLC 5	\$45,000	FD, GMCF
Marketing/PR				
Social media & digital marketing plan focusing on student attraction, student/parent/teacher/counselor awareness, employer engagement, student success stories, connecting to alumni, sharing achievements of faculty/staff, recognition of donors and alumni, crafting the story of the ROI/value of the College	In progress	SP 1	TBD	GF, FD
Marketing Coordinator (PT)		SP 2	\$20,000	GF
Development & distribution of college annual report by end of 2021		SP 2	\$5,000	GF, FD
Accreditation/Accountability				
Employee, board/trustee members, key stakeholders engagement for 2021 HLC review	In progress, more in FY 24	SP 3	TBD	
Analysis of AIU/CFI annually	Operational	SP 3, HLC 1, 2, 5	TBD	
Individual program accreditation/credentialing as required	Operational as scheduled by accreditor	SP 3, HLC 1, 2, 5	TBD	GF
Student Retention/Completion				
Monitoring on-time graduation rates	Operational	SP 4, KBOR SP		
Monitoring student loan default rate	Operational	SP 4, KBOR SP		
Graduates in Program of Study related Occupations with Sustainable Wages	Operational	SP 4, KBOR SP		
Student Achievement of certificates, degrees, 3rd party credentials/licenses (NC3, etc.)	Developing enhanced use/value of this data	SP 4, KBOR SP		
Data tracking and analysis of effectiveness of College student support services (academic and financial)	Developing limited components for piloting processes & data results	SP 4		
Satisfaction surveys with students/employers and data analysis	In progress with enhancements, KBOR developing needed enhancement to gather data from other states	SP 4		
Analysis of access and affordability options and implementation		SP 4		
Intentional actions to enhance sense of community of students with each other and with faculty and staff	Part of assessment of student learning processes	SP 4, KBOR SP		
Analysis of student retention, persistence, completion rates	Operational, analysis leading to possible actions for improvement	SP 4, KBOR SP		
Scholarships	Will be emphasized target to donors FY 24			
Regional Testing Center linkages				
Professional Development				
Implement "closing the loop" processes to clearly gauge the return on investment of professional development of all employees	Professional Development Committee action item in progress	SP 5, HLC 1-5		

Program Development & Partnership				
EMT Instructor (1 FTE)		SP 6, KBOR SP	\$45,000	
Business Instructor (1 FTE)	Still active search	SP 6, KBOR SP	\$50,000	
Accountant staff (1 FTE)		SP 6, KBOR SP	\$49,000	
Wamego instructors/staff coordinator		SP 6, KBOR SP		
Foundation Director (min. 1/2 time)		SP 6, KBOR SP	\$25,000	
Construction Trades/HVAC program assistant (min. 1/2 time)		SP 6, KBOR SP	\$35,000	
Auto Tech Instructor FT		SP 6, KBOR SP	\$50,000	
Delivery Options				
Expansion of concurrent/dual credit courses	Operational every academic year	SP 6		
Enhancement of stackable options of programs and credentials, WorkKeys	Exploring stage	SP 6		
Exploration of apprenticeship options	Exploring stage	SP 6		
Promotion of PLA to nontraditional populations, especially military in area	Exploring stage	SP 6		
Implement customized training for regional business and industry	Exploring stage	SP 6		
Enhance awareness of upskilling/reskilling	Exploring stage	SP 6		
Promotion of entrepreneurship and innovation, small business management	Exploring stage	SP 6		
Career Academy/USD 383	Now Building HIRE Project at MATC			
Work-based learning/Manhattan & Wamego schools	Exploring implementation and expansion			
ALC				
Military Friendly/PLA				
Resources, Effectiveness & Efficiencies				
Address drainage, plan for Maintenance building construction	In progress		\$20,000	
Upgrade campus lighting phase one			\$31,000	
Campus climate control upgrade phase one			TBD	
Wamego Center complete renovations		SP 1	\$1,750,000	FD
Career Academy planning/implementation	In progress			FD
Lawnmowers (2)			30,000.00	Capital Outlay
Nursing Sim Lab upgrade/expansion				
Nursing Anne and SimBaby Lab (or 2 sim labs)			\$125,000	Capital Outlay
Carpet for RTC			\$3,725	Capital Outlay
EMT Equipment (Various)			\$11,284.27	Capital Outlay
Wamego Instructor Desks (Bld 2)			\$3,431.98	Capital Outlay
Wamego Instructor Desks (Bld 3)			\$5,000.00	Capital Outlay
Desks (Auto Tech, Nursing)				Capital Outlay
Vehicle (Auto Tech) Wamego	AT in Wamego planned for in FY25		\$15,000.00	Capital Outlay
Big Rig (CDL)	Trying to finalize site and CDL partner		\$70,000.00	Capital Outlay
Double Trailer (CDL)	Trying to finalize site and CDL partner			Capital Outlay
BEAM	???		\$6,000.00	Capital Outlay
Elevator	Phase 3 renovation plan			Capital Outlay
Front Entrance Signs				Capital Outlay
Economic Development Impact/ROI				
Campus Master Plan developed		SP 7, HLC 5	\$15,000	
Conduct regular analysis of economic and social impact of students and the institution to demonstrate ROI and value	Operational with annual report		\$15,000	
TEA/KBOR, KSLEG, Gov/GEC, Local/County, Federal	Operational			
Data analysis/Institutional effectiveness	Operational with annual report			

GMEP/Chambers of Commerce, Eco Devo	Operational		Annual membership & events costs	
<i>Revenue & Efficiency Options</i>				
Development of Operational Contingencies	Operational			
Component Viability Analysis	In progress			
Development of possible additional or alternate business models	Exploratory stage	SP 7		
Conduct utility & services audits of facilities and develop efficiency recommendations	In progress	SP 7		
COVID Stimulus \$				
Policies and procedures	Operational			
Safety & security	Operational			
<i>Liability Schedule</i>				
Main Campus: Roof			108,893.60	
Wamego Center			100,969.43	
Copiers/Printers				

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 9.1.7

Title: Intellectual Property	
Originated by: Vice President of Student Success/CAO	Originated Date: 8/2023
President/Board of Directors Approval Date: 8.28.23	
Revised by:	Revised Date:
Reviewed on:	

Policy Statement:

The College is dedicated to encouraging innovation, creativity, and effectiveness in serving students and the community, and the College expects its employees to comply with all laws and policies and procedures governing the creation and use of intellectual property.

Rationale:

The purpose of this Policy is to define ownership interests of Inventions and Materials developed by MATC employees, contractors, and agents.

Definitions:

"Inventions" means all devices, discoveries, processes, methods, uses, products or combinations, whether or not patented or patentable.

"Materials" means all tangible and intangible work product; discoveries; inventions; improvements; documentation; techniques; methodologies; data; works of authorship; designs; ideas; solutions; instructional (textbooks, course content, tests, homework, etc.), literary, artistic, dramatic works; software (code, games, etc.); sound, visual, audiovisual, film or other recordings or transcriptions in any format; and all other materials, published or unpublished, in hard-copy or electronic form.

"College Supported" means Inventions or Materials created in whole or in part: (1) in conjunction with the normal course of College duties for the employee, agent, or contractor (i.e., works made for hire); (2) during MATC recognized work time, overtime, sabbatical leave, or other MATC-granted leave with pay or partial pay; (3) with the assistance of grant money obtained by the college; or (4) with the assistance of equipment, material, software, information, or other financial or non-financial resources which are more than nominal owned or supplied by MATC.

"Commissioned Works" means Inventions or Materials specifically contracted for by the College.

Procedure:

I. Ownership

Unless otherwise specified in a contract (including grant awards), the legal title to College Supported Inventions and Materials is co-owned by the college and the original inventor, whereas the right to any related proceeds shall be held by MATC.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 9.1.7

When appropriate, formal statutory copyrights will be obtained for College Supported Inventions and Materials in the name of MATC. In the case of patents, all applications shall be accompanied by appropriate assignments to assure ownership by MATC.

- II. Inventions and Materials Developed during Outside Consulting Work
Inventions and Materials made or developed by College employees for third party organizations, without the use of any College resources, shall not be considered College Supported or Commissioned, and all proceeds to such Inventions and Materials shall remain with the individual.
- III. College Use of Income from Copyright and Invention Proceeds
Income derived by the College from College Supported Inventions and Materials will be used at the discretion of the college.
- IV. Releases
Employees, contractors, and agents shall be responsible for obtaining appropriate written releases from individuals contributing to or identifiable in College Supported Inventions and Materials. Written statements may also be obtained from employees, contractors, or agents indicating that to the best of their knowledge, Inventions and Materials developed do not infringe on existing copyrights or other legal rights.
- V. Transfer of Rights
The College may at its discretion assign, transfer, lease, or sell all or part of its legal rights in College Supported Inventions and Materials.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 7.8.3

Title: Catastrophic Medical Leave Bank	
Originated by: President/CEO	Originated Date: 11/2006
President/Board of Directors Approval Date: 8.29.23	
Revised by: Human Resources / Executive Administration	Revised Date: 8/2023
Reviewed on: 6/11; 7/17; 8/23	

Policy Statement: A Catastrophic Leave Bank is a pool of accrued leave, including sick, personal, and/or vacation hours, donated or forfeited by Manhattan Area Technical College employees for use by current leave eligible Manhattan Area Technical College employees during a catastrophic medical emergency of the employee or an immediate family member. The Catastrophic Leave Bank is to be maintained at no more than five thousand (5,000) total hours of leave, or \$100,000 of leave compensation available for employees. The hourly rate for Catastrophic Leave is valued at the same rate as the receiving employee's regular hourly pay.

Rationale: Unforeseen medical emergencies often require an employee's absence from duty for a prolonged period of time which, except for the catastrophic leave program, would result in a substantial loss of income to the employee due to exhaustion of all accrued paid leave.

Definitions:

Catastrophic Leave Bank: leave pool consisting of leave donated by employees, as well as leave forfeited by employees due to terminations/resignations or end of fiscal year 'use or lose.'

Catastrophic Need: a significant financial hardship due to an unforeseen illness, medical emergency, or injury that incapacitates or is expected to incapacitate an employee or their immediate family member, that requires the employee to take unpaid time off from work for an extended period of time.

Immediate Family Member: the employee's spouse, domestic partner, child, or parent as defined by the Family & Medical Leave Act (FMLA), or who may be claimed as a dependent under Kansas Statutes.

Procedure:

The catastrophic leave bank allows employees to donate earned paid leave to other employees who have a catastrophic need, and from which leave may be distributed to employees who have a personal or family medical emergency.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 7.8.3

1. Requesting and Receiving Catastrophic Leave.

The manner in which leave is solicited and credited to the recipient shall be left to the discretion of MATC; however, great care should be taken to protect the confidentiality and the medical status of the recipient and of the recipient's family.

Eligible Employees must submit requests for catastrophic leave to human resources by completing the Catastrophic Leave Request Form, or otherwise communicate their need for leave proactively and effectively to human resources. Documentation of the request for catastrophic leave and its approval/disapproval will be maintained in the employee's personnel file.

A Manhattan Tech employee covered by the "Manhattan Area Technical College Leave Policy" is eligible for catastrophic leave when the following criteria are met:

- a. The employee must have been employed by the College beyond the point of one year; (Exceptions may be granted by the President).
- b. The employee, at the onset of the illness or injury, had to their credit, at least forty (40) hours of paid leave for Staff or thirty-five (35) hours for Faculty, and has exhausted all paid leave;
- c. If the illness or injury is covered by workers' compensation or any insurance policy including disability insurance, the compensation based on catastrophic leave when combined with the regular workers' compensation and/or insurances received by the employee shall not exceed the regular compensation being received by the employee at the onset of the illness or injury.
- d. An acceptable medical certificate from a physician supporting the continued absence is on file. MATC may require written authorization for the employee's medical record release, in situations where the need for catastrophic leave is indeterminate.
- e. The employee has not been disciplined for any sick leave abuse during the past one (1) year and is not under any ongoing disciplinary action with the college.
- f. The employee has not received 480 hours of catastrophic leave during the past one year.
- g. The employee is eligible to draw from the catastrophic leave bank if the condition is 'Unforeseen' and resulting from injury or illness. This does NOT include pregnancy, cosmetic treatments or therapies which do not result from illness, injury, or related medical emergencies.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 7.8.3

2. Limitations for Recipients

The amount of leave which an individual recipient may receive shall be limited to four hundred and eighty (480) Staff hours, or four hundred and twenty (420) Faculty hours per year, provided, however, that additional hours may be granted by the President upon the receipt of a recommendation from a qualified treating physician.

After returning to reduced or regular working hours, any additional catastrophic leave hours designated and available to the recipient, will be returned to the Catastrophic Leave Bank.

3. Donating Leave to the Catastrophic Leave Bank

To donate leave hours, Employees must complete a Leave Donation Authorization Form and submit it to human resources. A copy of the completed form will be maintained in the employee's personnel file.

All donations of leave will be made to the catastrophic leave bank. Donors may specify an individual to whom they wish the donated leave to be transferred. MATC shall not disclose recipient information to donors.

Employee donations of leave hours to the catastrophic leave bank is strictly voluntary. No employee shall directly or indirectly intimidate, threaten, or coerce other employees for the purpose of interfering with the right to participation or non-participation in the catastrophic_leave bank program.

The identity of employees donating to the Catastrophic Leave Bank will not be disclosed by MATC.

Any leave which does not carry over at the end of the fiscal year or leave that is forfeited after an employee separation will be applied to the Catastrophic Leave bank per Policy 7.4.5 and/or 7.8.2, and/or the Faculty Negotiated Agreement.

The Catastrophic Leave Bank is to be maintained at no more than five thousand (5,000) total hours of leave, or \$100,000 of leave compensation available for employees.

4. Limitations for Donors

Donors may specify donation of leave that will be forfeited according to Policy 7.4.5 and/or 7.8.2 in the Policy and Procedure Manual. Donor must keep a remaining balance of at least three hundred and twenty (320) Staff hours, or two hundred and eighty (280) for Faculty of Sick leave. Employee donations to the Leave Bank shall be in hour-unit increments.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 7.8.3

5. Reporting & Maintenance of Leave Balances

Human Resources or Payroll shall maintain reporting on status of the Catastrophic Leave Bank, including names of donors and recipients participating in the Catastrophic Leave program, numbers of hours available in the bank balance, number of hours donated to the bank, and number of hours transferred to recipients. The current available catastrophic leave bank balance should be made available to MATC Admin and employees as needed.

It shall be the responsibility of Human Resources and Payroll to ensure that the catastrophic leave bank balance does not fall into overdraft nor exceed the cap on available leave as directed in policy.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 6.3.3

Title: Unclaimed Student Title IV Refunds	
Originated by: Director of Financial Aid / Dean of Student Services	Originated Date: 8/2023
President/Board of Directors Approval Date: 8.29.23	
Revised by:	Revised Date:
Reviewed on:	

Policy Statement: It is the policy of Manhattan Area Technical College (Manhattan Tech) to comply with federal requirements that unclaimed student refunds from the Title IV federal financial aid programs must be returned to the appropriate programs no later than 240 days after the check was issued or electronic fund transfer (EFT) was made. Under no circumstances may unclaimed Title IV Federal Student Aid (FSA) funds escheat to the state, or revert to the College, or any other third party.

Rationale: To set forth guidelines and procedures to ensure that the return of unclaimed student Title IV refunds is performed in accordance with Federal regulations, which is administered through the U.S. Department of Education's (ED) Office of Federal Student Aid.

Regulations: Federal financial aid regulations require any Title IV federal funds disbursed to a student or parent that are not received or negotiated be returned to the appropriate federal financial aid program no later than 240 days after the check or EFT was issued. If a check or EFT is returned, a college may make additional attempts to deliver the funds, provided those attempts are made no later than 45 days after the funds were returned or rejected. In the case where the college does not make another attempt, the funds must be returned before the end of the initial 45-day period. The college must cease all attempts to disburse the funds and return them no later than 240 days after the date it issued the first check or fund transfer. Under no circumstances may unclaimed Title IV federal funds escheat to the state, revert to the college, or any other third party. All unclaimed credit balances must be returned—there is no **de minimis** amount.

For Federal Work Study (FWS) program funds, only the federal portion of a payroll disbursement must be returned.

Refund checks must be cashed within 180 days from their issue date. After this period, uncashed checks become non-negotiable and must be voided back to student accounts.

[34 CFR 668.164\(l\)](#)

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 6.3.3

Procedure:

1. Returned Title IV Check or Rejected EFT
 - a. If a mailed refund check is returned, or an EFT is rejected, the Business Office must make additional attempts to disburse the funds or return them to the appropriate federal program(s) within 45 days.
 - b. If a check sent to a student or parent is not returned to the institution but is not cashed, Manhattan Tech must return the funds to the Secretary of Education no later than 240 days after the date it issued the check. Manhattan Tech may continue making attempts to deliver the funds prior to the end of the 240 days.
2. Unclaimed Title IV Refund Checks
 - a. The Business Office will determine additions to the Student Outstanding Checks file and provide notification to the Office of Financial Aid and Student Accounts each month.
 - b. The Office of Financial Aid and/or Student Accounts will review the Student Outstanding Checks file every month and follow these procedures for the outstanding checks.
 - i. The Office of Financial Aid and/or Student Accounts will use all reasonable means to locate the student whose Title IV refund check has become 120 days old.
 - ii. If all attempts are unsuccessful, any outstanding Title IV refund checks that have become stale dates (over 180 days) will be voided. Student Accounts will make an entry on the student's account after the check has been voided. The Office of Financial Aid will reverse the disbursement to the student account, returning the funds to the appropriate federal budget account line for return via G5/G6.
 - iii. The Office of Financial Aid will perform a downward adjustment of student disbursement records with COD.
 - iv. The Office of Financial Aid will notify the CFO of the year, fund, and amount to return via EFT to ED in G5/G6.
 - v. The Business Office will verify the transactions have occurred and update the Student Outstanding Checks file accordingly.
3. Timeline for Title IV Refund Checks

Days after check issued	Action
0 - 90 days	No Action
90 - 180 days	Outreach to payees regarding outstanding checks and options for reissue
180 - 210 days	Outstanding checks voided back to student accounts
210 - 240 days	Return of outstanding Title IV funds to the appropriate aid programs

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 6.3.3

Definitions

COD: The U.S. Department of Education's Common Origination and Disbursement web site. Financial Aid Administrators use this site to perform a variety of functions related to student/award/disbursement data for Pell, Direct Loan, and Teach Grant programs.

G5/G6: The U.S. Department of Education's grants management system also used to draw down and return funds from Title IV federal financial aid programs. G5 is expected to evolve into the improved G6 system.

Escheat: the reversion of abandoned property to the state. It results from the failure of a person legally entitled to the property to make a valid claim against the holder of the property within a prescribed period. For the purposes of this policy, escheatment would occur when a Title IV credit balance check to a student is not cashed and the funds remain in the school's account or are transferred to the state's unclaimed property account.

Title IV Federal financial aid programs: include Pell Grant, Federal Supplemental Educational Opportunity Grant (FSEOG), Federal Work Study (FWS), and Federal Direct Loans.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 3.7.4

Title: Employee Complaint & Grievance Procedure	
Originated by: President/CEO	Originated Date: 6/2007
President/Board of Directors Approval Date: 8.29.23	
Revised by: Human Resources / Executive Administration	Revised Date: 8/2023
Reviewed on: 7/08; 5/09; 7/11; 7/14; 7/19; 8/23	

Policy Statement: Manhattan Area Technical College (MATC) employees and administration attempt to resolve complaints and problems as they arise, in a timely manner and at the lowest possible level. This grievance procedure provides a means for employees to express their complaints in good faith, and ensures that grievances are addressed effectively, respectfully, and timely.

Examples of Complaints

A grievance is defined as an employee's concern or complaint regarding interactions or relationships with other employees, job duties, or the workplace environment.

Grievances may include, but are not limited to:

- Concerns of workplace health and safety
- Harmful or combative employee behaviors and communications
- Discrimination, including illegal discrimination based on protected classes
(*violation of Civil Right Act of 1964, American with Disabilities Act (ADA) and/or Section 504 of the Rehabilitation Act*)
- Workplace harassment and bullying
- Poor or unethical treatment by co-workers or managers
- Adverse changes in working conditions, hours, or the workplace environment
- Perceived violations of policies and procedures

Procedure

This policy applies to all active MATC employees and management who have a concern or complaint while performing duties on behalf of the college or acting within their position of employment.

Grievance Procedures outside this policy:

Grievances from Faculty concerning the Faculty Negotiated Agreement, including violations, misinterpretations and misapplications of specific provisions of the agreement will be resolved through the grievance procedure therein.

Formal complaints that involve sexual discrimination/sexual harassment are addressed under Title IX and are handled separately from the processes described below. Refer to the Sexual Harassment Policy 3.7.2. Should you wish to report a Title IX related incident, please utilize the online reporting form and select "Title IX" then the appropriate incident type.

Students or Visitors with Academic or Non-Academic Complaints are to resolve their concerns through the Policy 3.7.5 Student & Community Complaint Procedure. Grievances from Non-

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 3.7.4

Active Employees or Position Applicants should also be resolved through the Student & Community Complaint Procedure.

Informal Phase - Complaint

MATC strives to act consistently and ethically when resolving employee grievances.

Step 1: Employees should always work to resolve conflicts (concerns, expressions of dissatisfaction or disagreement) directly with appropriate parties (conversation, email) when possible. If such interactions become unprofessional or raise concerns then the informal complaint should be directed to either their or appropriate department/division supervisor.

Step 2: Informal Discussion with Supervisor

Employee concerns should be discussed professionally and respectfully with either they're or the appropriate department/division immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options for workable resolution.

Formal Phase – Grievance

If the employee is not satisfied with the result of the informal discussion involving the supervisor(s), the employee may submit a formal grievance to Human Resources and the Office of Primary Responsibility (OPR). Human Resources is neutral and does not advocate for any party, but rather ensures a fair and compliant process. This communication should be delivered within five (5) college business days of the informal discussion.

The following items must be included in the formal grievance:

- Employees contact information
- An explanation on the nature of the complaint with dates, persons involved, clear details, etc.
- Details of previous efforts or actions taken to resolve the issue prior to filing formal grievance
- Supporting evidence should be included: documentation of issue and any written efforts for resolution, any additional communication records, timeframe/dates of occurrences, witness and/or participants names, relevant policies, etc.
- The desired remedy or outcome

OPR Response

The OPR, upon receiving the evidence, will evaluate, investigate, and consider the information and render a decision. The OPR will respond in writing via email to the complainant within ten (10) college business days. The response could include:

- Acknowledgement of receiving formal grievance and proceeding steps. *(Time limits will be suspended while personnel are off contract and will resume when they return to duty. Notice of delay will be provided.)*
- A written description of the complaint, including pertinent details, potential supporting or opposing evidence, etc.

**Manhattan Area Technical College
Institutional Policy and Procedure Manual**

Policy No. 3.7.4

- A statement rendering verdict on the complaint, potential further action to be taken if applicable.

Appeal OPR Response to President

If the employee does not get a satisfactory resolution to his/her formal complaint from the OPR investigation, resolution may be sought by appealing to the President of MATC by submitting a formal appeal written request. The appeal must be received within ten (10) college business days after date of the OPR response. The same items as requested when filing the initial formal grievance must be provided, plus a copy of the OPR response and written explanation with supporting evidence as to why the resolution is unsatisfactory.

The President, upon conclusion and investigating the nature of the complaint, will respond in writing by email to the complainant within ten (10) college business days after receipt of the appeal request.

The response could include:

- Acknowledgement of receiving formal grievance and proceeding steps. (*Time limits will be suspended while personnel are off contract and will resume when they return to duty. Notice of delay will be provided.*)
- A written description of the complaint, including pertinent details, potential supporting or opposing evidence, etc.
- A statement rendering verdict on the complaint, potential further action to be taken if applicable.

Appeal President response to College Board of Directors

If a satisfactory resolution has not been reached with the President, the employee may appeal to the College's Board of Directors (BOD) by submitting a formal written request with the proceeding formal grievance, OPR response, and President response and written explanation with supporting evidence as to why the resolution is unsatisfactory within ten (10) college business days after receipt of the decision notification.

Once the Board Clerk receives the formal complaint, within five (5) college business days written notification of acceptance of the appeal to the BOD will be confirmed and the timeline for the complaint to be reviewed by the BOD, upon conclusion and investigating the nature of the complaint, will be provided.

Once the Board of Directors decides on the appeal the decision is not subject to further appeals.

Recordkeeping

Formal grievance documentation will be securely and confidentially maintained by HR in parties' employee's personnel records. Employees involved in the grievance process should communicate with HR as necessary to ensure the proper management of records during the grievance process.



August 29th 2023

TO: Manhattan Area Technical College Board of Directors

FROM: Josh Gfeller, CISO\Director of Facilities

SUBJECT: Commons area flooring replacement

Background Information and Proposal

Manhattan Area Technical College plans to replace and upgrade the flooring in the commons area. MATC received three bids per policy 6.2.2. Country Carpet, Commercial Floorworks Inc, and Carpet One all submitted bids. Country Carpet came back as the low bid at 47,270.00.

Recommendation

Administration respectfully requests that the Board of Directors approve moving forward with Country Carpet as the selected vendor for the commons flooring replacement.



PROPOSAL

Project Name: MATC Lobby & Hall
 Addressed To: Manhattan Area Technical College
 Project Addr.: Manhattan, KS
 Date: Tuesday, June 13, 2023

The Base Proposal Includes The Following:

<i>Item No.</i>	<i>Specification Section</i>	<i>Description</i>	<i>Amount</i>
1		Base Bid	\$ 40,900.00
2		Supply & Install Interface Studio Set LVT	In Above
3		Supply & Install 4.5" Rubber Base	In Above
4		Prep Slab For LVT Installation	In Above
5		Supply & Install Necessary Transitions	In Above
		Demo Of Existing Flooring & Adhesive Grinding By Others	

Alternates To The Base Proposal Are As Follows:

<i>Alt. No.</i>	<i>Description</i>	<i>Amount</i>
1	Demo Existing Flooring & Grind Existing Adhesive, Add:	\$ 6,370.00

Tax Included: No
 Bond Included: No
 Addenda's Noted: None

Exclusions: Demo Of Existing Finishes & Adhesives Shown Separate
 Furniture Moving
 Expansion Joint Assemblies
 Sealed Concrete
 Moisture Remediation
 Work Outside Of Monday - Friday - 7:00am to 3:30pm (Unless Noted Above)

Proposal Is Good For: 30 Days

Submitted By: 
 Ryan Martin



August 29th, 2023

MEMORADUM TO: MATC Board of Directors
FROM: James Genandt, President/CEO
Josh Gfeller, Chief Information Security Officer

SUBJECT: ATC Security System

Background Information

MATC has worked with Kenton Brothers for security key access, camera system software, and student/employee identification in the main building and Wamego Center. MATC staff have been working with Kenton Brother engineers to design a key access and camera system package for the new Advanced Technology Center. The package will include integrating existing digital access and camera systems with the new ATC building to include security cameras and digital door access to all exterior and office doors.

Per Sealed Bid Policy 6.2.2, “no expenditure involving an amount greater than \$25,000 for construction, reconstruction, remodeling or the purchase of materials, goods or wares shall be made by the College except upon sealed proposals.” This policy is designed to ensure efficiency and economy in acquiring services required to operate the College.

Recommendation

The Administration respectfully requests the Board authorize an exception to policy 6.2.2 by allowing administration to accept the quote with Kenton Brothers.

Proposal: Q4659

Phase 1 Security Upgrades



Prepared for:
Josh Gfeller

11581 Manhattan Area Technical College
3136 Dickens Avenue
Manhattan, KS 66503 US
7853204550

P 785-587-2800
E joshgfeller@manhattantech.edu
W

Proposal Issued:
8/14/2023

Proposal Valid to:
09/13/23

Client Information

Name: 11581 Manhattan Area Technical College

Site: 11581 Manhattan Area Technical College
Billing: 11581 Manhattan Area Technical College

3136 Dickens Avenue
Manhattan, KS 66503 US
7853204550

3136 Dickens Avenue
Manhattan, KS 66503 US
7853204550

Contact:
Josh Gfeller

joshgfeller@manhattantech.edu

Project Description

Project Objectives

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide 23 doors Access Control on a Gallagher system at their Pre-Fabricated Metals Building
- Convert 5 Doors of Access Control from existing LenelS2 Netbox to Gallagher at their Main Campus
- Convert Existing Exacqvision VMS to Milestone VMS at their Main Campus
 - Converted VMS to include integration into Gallagher Access Control
 -

The services and hardware proposed in this document are developed based on the information provided by Manhattan Area Technical College. The configuration and technical details set forth in this document are intended to provide Manhattan Area Technical College with a solution designed to meet the current and future needs of the company.

Project Scope of Work

Access Control System Description

KB will provide 23 doors of access control on a Gallagher system. Customer to provide electrified locking hardware and Cabling at Pre-Fabricated Metals Building of all non-ADA doors. Three (3) of the 21 doors at this building are ADA door requiring additional materials and programming for optimal functionality. Head End Equipment/Controllers to be installed in three (3) separate IT closets on 2nd Floor by direction of the customer.

At Main Campus Kenton Brothers is to reuse all locking hardware and cabling for two (2) doors, convert three (3) wirelessly controlled doors to wired access control doors. For the doors with wireless locking hardware Kenton Brothers will provide locking hardware and cabling.

Total solution has been structured in three (3) Phases for the end user based on organizational needs. Pricing in the quote is valid for 30 days or until manufacturers provide notice of price increases on products, which ever date precedes the other.

Server to host Gallgher Software will be Virtual Server provided by Manhattan Area Technical

College. Kenton Brothers will need full admin access to server and network at the time of installation to program, commission system, and make updates to system as needed during install. Upon approval, Kenton Brothers will supply specifications needed for server. Notice of cabling removal from phase must be provided prior to notice to proceed.

All other proposed phases separate of this proposal are dependent of acceptance of Phase 1.

Head End / Server location

- Install 5 wall mounted access control panels
- Install 3 - 6 amp / 12/24 VDC power supply
- Install 3 amp / 12/24 VDC power supply
- Customer to provide network switch for access control connectivity
- Customer to supply 2u's of server rack at head end
- Customer to supply 1 outlets of 120v power at each head end location, 3 in total
- Provide server for access control system
- Access control server / controller is expandable with additional software licensing and / or access control hardware
- Install mobile/web server software to support Android and Apple clients. Supply web link and login credentials to customer
- Connect existing KVM (Keyboard, Video, Mouse) to server
- Provide 7 IP addresses for door controller and server
- Install Cat 6 from network switch to door controllers / door hardware

Workstations/Video Clients

- Customer to provide workstation computer(s). Workstation specifications provided upon request.
- Customer to supply IP Address and network connectivity from workstation to access controller.
- Install access control software client on up to 3 workstations provided by customer Suggested computer requirements for access software provided upon request. Workstations must be available at time of installation and compatible with access control system.
- Install access control software mobile app on up to 5 Apple / Android devices provided by customer. Devices must be available at time of installation. Devices must be compatible with access control system.

Doors

ADA Doors x3 (Strike)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware.

Door position switches will monitor whether doors are open or closed.

Lock: Provided by Others

Reader: Gallagher T15

Door Contact: Provided by Others

REX: Provide by Others

ADA Integration Relay: IDEC FL1F

ADA Operator: Provided by Others

Standard Doors x2 (Strike)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware.

Door position switches will monitor whether doors are open or closed.

Lock: Provided by Others

Reader: Gallagher T15

Door Contact: Provided by Others

REX: Provide by Others

Wireless Doors x2 (Converting to Strike)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware.

Door position switches will monitor whether doors are open or closed.

Lock: HES 5200C 630

Lever set: Schlage ALX 80

Reader: Gallagher T15

Door Contact: GRI 3/4" Magnetic Door Contact, Grey

REX: Bosch DS160

Wireless Automatic Door x1 (Wiring Existing ADA Opener to Panel)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware.

Door position switches will monitor whether doors are open or closed.

Lock: Provided by Others
Reader: Gallagher T15
Door Contact: Provided by Others
REX: Provide by Others
ADA Integration Relay: Provided by Others
ADA Operator: Provided by Others

KB will coordinate doors operation and schedule with customer's designated contact for final approval.

Cabling

- Customer to provide all cabling and conduit for access control doors, expect all doors specified otherwise (six in total)
- No cabling to be provided for existing VMS System

Warranty

- Materials are warrantied according to the manufacturer's warranty (minimum 1 year).
- Labor and workmanship is warrantied for 90 days.

Customer Requirements - Access Control

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide names for all door locations and access levels prior to programming.
- KB will provide training to customer on entering people and card into access system for the first 10 cards / people. Additional entries can be provided at an additional charge.
- KB will import people and cards from an excel or CSV template, if provided by customer prior to system programming.
- Provide all usernames and password to complete scope.
- Provide internet security for server/access controller.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.

- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the Customer additional fees for any down time occurred during the installation if Customer Requirements are not met.

Video System Description

KB will provide a video surveillance system takeover for the existing ExaQvision camera system. Server to be utilized will be Virtual Machine provided by customer. System conversion to be performed remotely by KB Technician.

Head End / Server location

- Customer to provide virtual server with 23 TB storage minimum - estimated recording time to be 30 Days based upon 12 (frames per second) FPS and 40% motion based recording
- Existing cameras and cabling will be used
 - Customer to provide passwords to all cameras (if any) prior to VMS Conversion, install date.

Cameras

- KB will coordinate camera view with customer's designated contact for final approval
- KB needs list of all cameras with IP addresses and passwords prior to install.

Cabling

- Existing cabling will be used

Warranty

- Materials are warrantied according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warrantied for 90 days.

Software Upgrade Plans (SUP)

- SUPs are included for 1 year. Continued software support is recommended to keep system updated with new features and security patches.

Customer Requirements - Video Surveillance

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.

- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide all usernames and password to complete scope.
- Provide grounded bus bars at switch and exterior camera locations for lighting protection
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.
- Any onsite visits required due to unforeseen issues caused by lack of information, necessary username(s) and/or password(s) to materials affected by install is not covered and subject to Change Order.

Project Assumptions

- Project has been priced by pictures only and has the following additional assumptions:
 - Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame, which may void fire rating. Customer assumes all responsibility for door and frame replacement.
 - 1 Any special keyways or keys are not included in scope.
- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
 - 1 Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
 - 2 All work will be performed with a 6'-8' ladder.
 - 3 Lift can be driven on grounds as needed, no landscaping repair is included.
 - 4 All work will be performed during normal business hours unless noted in the scope of work.
 - 5 Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
 - 6 Door frame modifications will be concealed as much as possible, however some modifications may be seen.

Project Exceptions

- Intrusion Alarm integration with access control is not included.
- Fire Alarm integration with access control is not included.
- Elevator integration with access control is not included.
- Intercom integration with access control is not included.
- ADA Opener integration with access control is included.
- Door and frame adjustments / repairs are excluded.
- Existing door hardware / repairs are excluded.
- No roof penetrations will be provided.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

Project Budget

Pre-Fabricated Metals Building: Exterior Doors: 400AA

Access Control

- 1 **IDEC FL1F-H12RCE**
Smart Relay, Includes Display, 12/24VDC, 12 I/O CP
- 5 Electrical Trim Labor

Equipment:	\$318.64
Labor:	\$800.00
Access Control Total	\$1,118.64

Equipment:	\$318.64
Labor:	\$800.00

Pre-Fabricated Metals Building: Exterior Doors: 400AA Total **\$1,118.64**

Project Budget

Pre-Fabricated Metals Building: Exterior Doors: 400CA

Access Control

- 1 **IDEC FL1F-H12RCE**
Smart Relay, Includes Display, 12/24VDC, 12 I/O CP
- 5 Electrical Trim Labor

Equipment:	\$318.64
Labor:	\$800.00
Access Control Total	\$1,118.64

Equipment:	\$318.64
Labor:	\$800.00

Pre-Fabricated Metals Building: Exterior Doors: 400CA Total **\$1,118.64**

Pre-Fabricated Metals Building: Exterior Doors: 400HA

Access Control

- 1 IDEC FL1F-H12RCE**
Smart Relay, Includes Display, 12/24VDC, 12 I/O CP
- 5 Electrical Trim Labor

Equipment:	\$318.64
Labor:	\$800.00
Access Control Total	\$1,118.64

Equipment:	\$318.64
Labor:	\$800.00

Pre-Fabricated Metals Building: Exterior Doors: 400HA Total	\$1,118.64
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Pre-Fabricated Metals Building: Exterior Doors: 407AA

Access Control

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Access Control Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Exterior Doors: 407AA Total	\$925.33
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Pre-Fabricated Metals Building: Exterior Doors: 401BB

Access Control

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Access Control Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Exterior Doors: 401BB Total	\$925.33
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Pre-Fabricated Metals Building: Exterior Doors: 402BB

Access Control

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Access Control Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Exterior Doors: 402BB Total	\$925.33
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Pre-Fabricated Metals Building: Exterior Doors: 403BB

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Exterior Doors: 403BB Total	\$925.33
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Project Budget

Pre-Fabricated Metals Building: Exterior Doors: 409BB

Access Control

- 1 **Gallagher C300480**
T15 MULTI TECH READER BLACK
- 3 Electrical Trim Labor

Equipment:	\$289.33
Labor:	\$480.00
Access Control Total	\$769.33

Equipment:	\$289.33
Labor:	\$480.00

Pre-Fabricated Metals Building: Exterior Doors: 409BB Total **\$769.33**

Project Budget

Pre-Fabricated Metals Building: Exterior Doors: 411BB

Access Control

- 1 **Gallagher C300480**
T15 MULTI TECH READER BLACK
- 3 Electrical Trim Labor

Equipment:	\$289.33
Labor:	\$480.00
Access Control Total	\$769.33

Equipment:	\$289.33
Labor:	\$480.00

Pre-Fabricated Metals Building: Exterior Doors: 411BB Total **\$769.33**

Pre-Fabricated Metals Building: Exterior Doors: 412BB

Access Control

- 1 **Gallagher C300480**
T15 MULTI TECH READER BLACK
- 3 Electrical Trim Labor

Equipment:	\$289.33
Labor:	\$480.00
Access Control Total	\$769.33

Equipment:	\$289.33
Labor:	\$480.00

Pre-Fabricated Metals Building: Exterior Doors: 412BB Total	\$769.33
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Pre-Fabricated Metals Building: Exterior Doors: 400F

Access Control

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Access Control Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Exterior Doors: 400F Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 401C

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 401C Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 401D

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 401D Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 402C

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 402C Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 402D

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 402D Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 409C

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 409C Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 409D

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 409D Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 411C

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 411C Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 411D

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 411D Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 412C

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 412C Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 412D

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 412D Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 403C

Unassigned

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Unassigned Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 403C Total	\$925.33
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Pre-Fabricated Metals Building: Office Doors: 403D

Access Control

- 1 **Gallagher C300480**
 - T15 MULTI TECH READER BLACK
 - 3.25 Electrical Trim Labor
 - 1 Gallagher 2A8943
 - LICENSE DOOR
 - Programming Labor

Equipment:	\$405.33
Labor:	\$520.00
Access Control Total	\$925.33

Equipment:	\$405.33
Labor:	\$520.00

Pre-Fabricated Metals Building: Office Doors: 403D Total	\$925.33
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Pre-Fabricated Metals Building: Pre-Fab Bldg Head End(s): Ph 1 Server & Head End

Access Control

1 Gallagher C300100

CONTROLLER 6000 STANDARD

- 5.5 Electrical Trim Labor
- 2 ANIXTER MCTP6I-4-3
3' CAT 6 PATCH CORD YELLOW
Electrical Trim Labor
- 1 Gallagher C300182
8 HBUS MODULE
Electrical Trim Labor
- 1 Gallagher C305760
CONTROLLER MOUNTING BRACKET
Electrical Trim Labor
- 2 Ortronics KS6A44
ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
Electrical Trim Labor
- 200 WIRE CAT 6 PLENUM YELLOW
CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET
Rough-In Labor

1 Gallagher C302408

8 Door System, T11 Readers, 6000 Controller + 8H, 20 mobile Credentials

- 12 Electrical Trim Labor
- 1 ANIXTER MCTP6I-4-10
10' CAT 6 PATCH CORD YELLOW
Electrical Trim Labor

1 Gallagher C305721

LSP E4 CABINET WITH 12A PSU

- 5.5 Electrical Trim Labor
- 1 Coleman Cable Inc. 097098808
POWER CORD 9' BLACK 16 GUAGE 3
CONDUCTOR 13A
Electrical Trim Labor
- 1 LifeSafety Power B100
Secondary Voltage Module
Electrical Trim Labor

- 2 LifeSafety Power C8
 - 8 Lock Output Control Board
 - Electrical Trim Labor
- 1 LifeSafety Power D8
 - 8 Output Distribution Board, 3A Each
 - Electrical Trim Labor
- 1 LifeSafety Power D8
 - 8 Output Distribution Board, 3A Each
 - Electrical Trim Labor
- 2 Yuasa Battery, Inc. NP7-12
 - YUANP712 BATTERY 12V 7AH
 - Electrical Trim Labor

Equipment:	\$7,179.85
Labor:	\$3,680.00
Access Control Total	\$10,859.85

Equipment:	\$7,179.85
Labor:	\$3,680.00

Pre-Fabricated Metals Building: Pre-Fab Bldg Head End(s): Ph 1 Server & Head End	\$10,859.85
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Pre-Fabricated Metals Building: Pre-Fab Bldg Head End(s): Ph 3 Panel Expansion

Access Control

1 Gallagher C300100

CONTROLLER 6000 STANDARD

- 3.5 Electrical Trim Labor
- 1 ANIXTER MCTP6I-4-10
10' CAT 6 PATCH CORD YELLOW
Electrical Trim Labor
- 1 Gallagher C300182
8 HBUS MODULE
Electrical Trim Labor
- 1 Gallagher C305760
CONTROLLER MOUNTING BRACKET
Electrical Trim Labor

1 Gallagher C300100

CONTROLLER 6000 STANDARD

- 5.5 Electrical Trim Labor
- 2 ANIXTER MCTP6I-4-3
3' CAT 6 PATCH CORD YELLOW
Electrical Trim Labor
- 1 Gallagher C300182
8 HBUS MODULE
Electrical Trim Labor
- 1 Gallagher C305760
CONTROLLER MOUNTING BRACKET
Electrical Trim Labor
- 2 Ortronics KS6A44
ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
Electrical Trim Labor
- 200 WIRE CAT 6 PLENUM YELLOW
CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET
Rough-In Labor

1 Gallagher C305721

LSP E4 CABINET WITH 12A PSU

- 5.5 Electrical Trim Labor



- 1 Coleman Cable Inc. 097098808
POWER CORD 9' BLACK 16 GUAGE 3
CONDUCTOR 13A
Electrical Trim Labor
- 1 LifeSafety Power B100
Secondary Voltage Module
Electrical Trim Labor
- 2 LifeSafety Power C8
8 Lock Output Control Board
Electrical Trim Labor
- 2 LifeSafety Power D8
8 Output Distribution Board, 3A Each
Electrical Trim Labor
- 2 Yuasa Battery, Inc. NP7-12
YUANP712 BATTERY 12V 7AH
Electrical Trim Labor

Equipment:	\$5,828.33
Labor:	\$2,320.00
Access Control Total	\$8,148.33

Equipment:	\$5,828.33
Labor:	\$2,320.00

Pre-Fabricated Metals Building: Pre-Fab Bldg Head End(s): Ph 3 Panel Expansion	\$8,148.33
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Pre-Fabricated Metals Building: Pre-Fab Bldg Misc

Access Control

- 1 **Kenton Brothers Freight**
Freight on Parts

Equipment:	\$0.00
Labor:	\$2,824.34
Access Control Total	\$2,824.34

Equipment:	\$0.00
Labor:	\$2,824.34

Pre-Fabricated Metals Building: Pre-Fab Bldg Misc Total	\$2,824.34
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Pre-Fabricated Metals Building: Pre-Fab Bldg Misc: Ph 1 Misc

Access Control

- 1 **Kenton Brothers Engineering**
Engineering Labor
- 6 Engineering Labor
- 1 **Kenton Brothers Mileage**
Per diem
- 12 **Kenton Brothers Per Diem with Hotel**
Per Diem and Hotel
- 1 **Kenton Brothers Project Management Labor**
Project Management Labor
- 6.5 Project Management Labor
- 1 **Kenton Brothers Travel Labor**
11.5 Unassigned Labor

Equipment:	\$0.00
Labor:	\$7,041.31
Access Control Total	\$7,041.31

Equipment:	\$0.00
Labor:	\$7,041.31

Pre-Fabricated Metals Building: Pre-Fab Bldg Misc: Ph 1 Misc Total	\$7,041.31
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Pre-Fabricated Metals Building: Pre-Fab Bldg Misc: Ph 3 Misc

Access Control

- 1 **Kenton Brothers Engineering**
Engineering Labor
- 6 Engineering Labor
- 1 **Kenton Brothers Mileage**
Per diem
- 11 **Kenton Brothers Per Diem with Hotel**
Per Diem and Hotel
- 1 **Kenton Brothers Project Management Labor**
Project Management Labor
- 3.5 Project Management Labor
- 1 **Kenton Brothers Travel Labor**
13 Unassigned Labor

Equipment:	\$0.00
Labor:	\$6,518.81
Access Control Total	\$6,518.81

Equipment:	\$0.00
Labor:	\$6,518.81

Pre-Fabricated Metals Building: Pre-Fab Bldg Misc: Ph 3 Misc Total	\$6,518.81
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Main Campus Building: Panel

Access Control

1 Gallagher C300100

CONTROLLER 6000 STANDARD

- 4.5 Electrical Trim Labor
- 2 ANIXTER MCTP6I-4-3
3' CAT 6 PATCH CORD YELLOW
Electrical Trim Labor
- 1 Gallagher C305760
CONTROLLER MOUNTING BRACKET
Electrical Trim Labor
- 2 Ortronics KS6A44
ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
Electrical Trim Labor
- 200 WIRE CAT 6 PLENUM YELLOW
CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET
Rough-In Labor

1 Gallagher C300182

8 HBUS MODULE

- 1 Electrical Trim Labor

1 Gallagher C305720

LSP E2 Cabinet with 6A PSU

- 4.5 Rough-In Labor
- 1 Coleman Cable Inc. 097098808
POWER CORD 9' BLACK 16 GAUGE 3
CONDUCTOR 13A
Electrical Trim Labor
- 1 LifeSafety Power B100
Secondary Voltage Module
Electrical Trim Labor
- 1 LifeSafety Power C8
8 Lock Output Control Board
Electrical Trim Labor
- 1 LifeSafety Power D8
8 Output Distribution Board, 3A Each
Electrical Trim Labor

2 Yuasa Battery, Inc. NP7-12
YUANP712 BATTERY 12V 7AH
Electrical Trim Labor

Equipment:	\$3,522.26
Labor:	\$1,600.00
Access Control Total	\$5,122.26

Equipment:	\$3,522.26
Labor:	\$1,600.00

Main Campus Building: Panel Total	\$5,122.26
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Main Campus Building: Doors

Unassigned

- 3 **Bosch DS160**
 BOSDS160 REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR
 3 Electrical Trim Labor

- 2 **George Risk Industries 180-12WG-G**
 3/4" Door Contact, Wide Gap, Closed Loop, Gray
 2 Electrical Trim Labor

- 3 **SCHLAGE LOCK ALX80B 8RO 626**
 Grade 2 Storeroom Cylindrical Lock with Field Selectable Vandlgard, Rhodes
 Tactile Lever, SFIC Less Core, Satin Chrome Finish, Non-handed
 4.5 Mechanical Trim Labor

Equipment:	\$992.27
Labor:	\$1,407.50
Unassigned Total	\$2,399.77

Access Control

- 1 **Gallagher C300430**
 T11 MULTI TECH READER BLACK
 6.6 Electrical Trim Labor

- 1 Gallagher 2A8943
 LICENSE DOOR
 Programming Labor

- 1 HANCHETT 5200C 630
 ELECTRIC STRIKE KIT FAIL SECURE/ SAFE SELECTABLE
 Electrical Trim Labor

- 200 WIRE Access Control Composite Wire - Yellow
 TAPPAN WIRE H91602.1 YELLOW
 Rough-In Labor

- 1 WIREMOLD V700
 Raceway - Ivory
 Electrical Trim Labor

- 2 **Gallagher C300430**
 T11 MULTI TECH READER BLACK
 4.2 Electrical Trim Labor



1 Gallagher 2A8943
 LICENSE DOOR
 Programming Labor

1 Gallagher C300430
T11 MULTI TECH READER BLACK

4.1 Electrical Trim Labor

1 Gallagher 2A8943
 LICENSE DOOR
 Programming Labor

200 WIRE Access Control Composite Wire - Yellow
 TAPPAN WIRE H91602.1 YELLOW
 Rough-In Labor

1 Gallagher C300430
T11 MULTI TECH READER BLACK

6.1 Electrical Trim Labor

1 Gallagher 2A8943
 LICENSE DOOR
 Programming Labor

1 HANCHETT 5200C 630
 ELECTRIC STRIKE KIT FAIL SECURE/ SAFE SELECTABLE
 Electrical Trim Labor

200 WIRE Access Control Composite Wire - Yellow
 TAPPAN WIRE H91602.1 YELLOW
 Rough-In Labor

Equipment:	\$2,952.18
Labor:	\$3,360.00
Access Control Total	\$6,312.18

Equipment:	\$3,944.45
Labor:	\$4,767.50

Main Campus Building: Doors Total	\$8,711.95
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Main Campus Building: Misc. & Freight

Access Control

- 1 **Kenton Brothers Mileage**
Per diem
- 1 **Kenton Brothers Misc Installation Materials**
Misc Installation Materials
- 1 **Kenton Brothers Project Management Labor**
Project Management Labor
- 4 Project Management Labor
- 1 **Kenton Brothers Travel Labor**
6 Unassigned Labor

Equipment:	\$0.00
Labor:	\$4,700.69
Access Control Total	\$4,700.69

Equipment:	\$0.00
Labor:	\$4,700.69

Main Campus Building: Misc. & Freight Total	\$4,700.69
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Milestone Conversion: Main Campus

Video Surveillance

- 1 **Gallagher C12730**
LIC MILESTONE VMS INTEGRATION
 - 1 Programming Labor
- 1 **Gallagher C12732**
LIC VIDEO VIEWER SDK
 - 4 Programming Labor
- 1 **Kenton Brothers Install Labor**
Install Labor
 - 1 Electrical Trim Labor
- 1 **MILESTONE SYSTEM XPAACL**
AAC license for 1 XP Smart
- 1 **MILESTONE SYSTEM XPPPLUSBL**
XProtect Professional+ Base License
 - 4 Programming Labor
- 75 **MILESTONE SYSTEM XPPPLUSDL**
XProtect Professional+ Device License
 - 18.75 Programming Labor
- 75 **MILESTONE SYSTEM YXPPPLUSDL**
One year Care Plus for XProtect Professional+ Devi

Equipment:	\$27,297.29
Labor:	\$4,600.00
Video Surveillance Total	\$31,897.29

Equipment:	\$27,297.29
Labor:	\$4,600.00

Milestone Conversion: Main Campus Total	\$31,897.29
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Milestone Conversion: Misc. & Freight

Video Surveillance

- 1 Kenton Brothers Engineering**
Engineering Labor
- 4 Engineering Labor
- 1 Kenton Brothers Misc Installation Materials**
Misc Installation Materials
- 1 Kenton Brothers Project Management Labor**
Project Management Labor
- 4 Project Management Labor

Equipment:	\$0.00
Labor:	\$3,539.47
Video Surveillance Total	\$3,539.47

Equipment:	\$0.00
Labor:	\$3,539.47

Milestone Conversion: Misc. & Freight Total	\$3,539.47
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Equipment Subtotal:	\$56,486.70
Labor Subtotal:	\$54,272.12

Project Subtotal:	\$110,758.82
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PROJECT INVESTMENT SUMMARY

Equipment:	\$56,486.70
Labor (250.5 hours):	\$45,635.68
Miscellaneous Charges:	\$4,518.94
Travel:	\$4,117.50

Grand Total: **\$110,758.82**

Grand Total listed here does not include any Service Plan amount listed below in the next section.

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the above listed sum plus applicable taxes.

Estimated Invoice Schedule

Amount

Deposit	\$33,227.65
Progress Payment	\$11,075.88
Progress Payment	\$11,075.88
Final	\$55,379.41

Payment Terms:

Payment shall be Net 30 of invoice date. Balance(s) to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective, as of the date (the "Effective Date") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules"), and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted by:

Client: **Josh Gfeller**
Chief Information Security Officer, Director of Facilities

Date

Hanly, Alana

August 14, 2023

Contractor: **Kenton Brothers**

Date



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- (a) **“CCTV”** means closed circuit television.
- (b) **“Customer Location(s)”** means the location(s) of Customer identified in the Schedule.
- (c) **“Effective Date”** means the effective date of this Agreement established on page 1 hereof.
- (d) **“Equipment”** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **“Fees”** means the KB’s costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **“Installation Services”** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **“Leased Equipment”** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **“Licensed Software”** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **“Purchased Equipment”** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **“Remote Video Equipment”** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer’s authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) **“Remote Video Server Access”** means access via the Internet to KB’s remote video server which finds the IP address associated with Customer’s CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **“Schedule”** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **“Services”** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **“Software”** means the Licensed Software and Sublicensed Software.
- (o) **“Sublicensed Software”** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **“Maintenance and Support Services”** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **“Maintenance and Support Services Schedule”** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **“Work Product”** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

3. SERVICES

- (a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) **Regular Business Hours.** KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) **After-Hours Support and Fees.** Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) **Requests for Service Call.** Customer requests for support or service calls can be reported to: service@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) **Non-KB Furnished Equipment.** Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) **Manufacturer's Warranty.** Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) **Required KB Approvals.** Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) **Term.** The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) **Fees.** The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) **Payment.** Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) **90-Day Equipment Warranty.** If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) **Remote Video Server Access.** If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) **Term of Access.** The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) **Fees.** The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) **Payment.** Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

7. FEES AND PAYMENT

- (a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 3401E Truman Rd. Kansas City MO 64127 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).
- (b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring,. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.
- (c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.
- (d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.
- (e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

8. CUSTOMER OBLIGATIONS

- (a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.
- (b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.
- (c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.
- (d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

10. TERM; TERMINATION

- (a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.
- (b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this

Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

13. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF

CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

18. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of two (2) years after termination of this Agreement or two (2) years after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.





TO: Manhattan Area Technical College Board of Directors
FROM: James Genandt, President/CEO
Sarah Phillips, Vice President Student Success/CAO/CSSO
Chris Boxberger, Dean Academic Partnerships & Outreach
SUBJECT: High School Partnership Agreements

Background Information

Due to financial restraints on the institution on July 31st, we informed our partnered unified school districts (USD's) that starting the 2023-2024 fiscal year we would be retaining our Excel in CTE and General Education apportionment disbursement funds distributed to the college from the state.

The following notification was sent to superintendents with the new five-year HIRE Coalition partner Agreement (Career Academy Interlocal Agreement).

Through multiple community conversations, the idea of a "college and career center" has been under development by Manhattan Tech. We are excited to announce that starting with this upcoming academic year, the college is implementing a new partnership program, "The HIRE Coalition," with all area school districts. With the expansion of the college campus through the "[Building HIRE Education](#)" project, The HIRE Coalition program builds upon the success of previous agreements/MOU with area high schools in providing dual credit opportunities. In compliance with State of Kansas statutes, The HIRE Coalition agreement will replace the annual MOU agreements. This new 5-year agreement follows the spirit of the prior MOUs and clearly outlines the expectations of both parties.

You will note in the new agreement that effective July 1, 2023, all disbursements related to general education concurrent and dual enrollment courses (Career and Technical Education (CTE) and General Education) from the college to your school district will cease. Recently, we discovered that our annual agreements to disburse funds to the school districts for teaching college level courses created a non-compliance, "financial double dipping," scenario due to school districts already receiving funding from the same appropriations source; as noted by K.S.A. 72-3819, "Career Technical Education Incentive Program" and K.S.A. 72-5193, "Provision of public school financing system; financing resources and methods." Upon reviewing, K.S.A. 72-5131, "The Kansas School Equity and Enhancement Act (KSEEA)," K.S.A 72-5155 "Career technical education weighing," and K.S.A. 72-3819 statute confirmed that school districts receive .5 funding per pupil from the state for

CTE offerings and additional monetary incentives upon high school students obtaining industry-recognized credentials. Confirming the funding and definitions in K.S.A. 72-5131, and 72-5132, prior year funds distributed to school districts from Manhattan Tech for dual enrollment/concurrent opportunities were also non-compliant due to school districts already receiving full state appropriated funding per pupil counted.

On behalf of the President, Dr. Genandt, and the Board of Directors, we appreciate your understanding as Manhattan Tech strives to remain in compliance with all statutes and state entities to ensure that both your school district and the college receive maximum funding available to continue expanding opportunities for our students.

We would like to invite you to our campus before the start of the fall semester so that we can have conversations about what the future holds and how our partnerships will continue to grow. Please send me a list of dates and times that work in your schedule to visit.

Thank you for your time and continued support of student success.

Subsequent to this notification, we received requests to meet with area superintendents. Upon hearing their concerns, President Genandt sent the following correspondence:

Manhattan Area Technical College values our partnership with your district. Our focus is on opportunities for the students to have access and achievement in early college courses. For 2023-2024:

- 1. MATC will pay directly to general education instructors a stipend at a rate of \$550 per credit hour. This should cover the additional requirements needed for the college credit and maintain our compliance.*
- 2. For Excel in CTE qualified courses, MATC will pay the school district 40% of reimbursement provided by the Kansas Board of Regents, which may be pro-rated amount if the appropriation is not sufficient.*
- 3. We will compensate counselors directly for additional duties they perform to meet our requirements. This is based on headcount.*

To provide further clarity of the financial position of the institution, Appendix A is being communicated to the area superintendents.

Manhattan Area Technical College has delivered early college access for regional students for many years. If you examine the performance outcomes of our students you will find amazing academic success, as well as focused achievement for many of the students into skilled technical education. Our students excel at demonstrating skills, and entering occupations that hold the promise of strong earning power, employment stability, and overall reinforcement of the regional economy and quality of life.

In order for MATC to meet the demand of our service area with new and existing programs of quality technical education, as well as adult and general education, we have to adjust the flow of funds received for concurrent and dual credit courses. I have provided more details below.

Manhattan Tech is reevaluating the percentage of cost recovery support disbursed to the unified school districts from funding authorized to the college through state appropriations and Excel in CTE (for qualifying technical education courses). Unlike a public-school district or community college, the state's technical colleges were not permitted to have local taxing authority when the legislature separated them from school districts (around 2004-5). Additionally, when the legislature authorized Excel in CTE it was mandated that the colleges could not charge institutional fees to students. Excel in CTE supports tuition cost recovery.

With no access to local funding, the fees are a critical part of a technical college's revenue stream. Required accreditation and state credit-hour compliance stipulations and operational/student services resources that support all Manhattan Tech undergrad/high school students are funded through the fee revenue. The cost to us is determined by unduplicated headcount and/or FTE, which does not distinguish between pre or post high school students. As a public educational institution, we have an obligation to not discriminate potential access to earn higher education credit-hours through all resources regardless of students' status; traditional, non-traditional, or early college.

The technical colleges only have two legs on their revenue stool: tuition and fees, and state appropriations. For Manhattan Tech, state appropriations traditionally account for about 33% of our budget revenue, the rest is from tuition and fees.

In addition, Manhattan Tech was asked and agreed to take over the adult education program for the region. USD383 does have the authority to levy taxes to help pay for these services, but the district selected not to collect and reimburse the college that levy or provide any support over the past three years. The adult education program does require a 50% match to receive state and federal funds for the GED and ESL programs. The maintenance-of-effort for this program is approximately \$120,000 per year that the college HAD to fund or put the program at risk, resulting in GED and ESL services not being available in Manhattan and the region. This equates to \$360,000 of funding liability.

For the past three years this has caused an unnecessary strain on the college budget while continuing to provide student support services and resources. This approach is no longer feasible. We have been more successful with results in adult education in the past 5 years than a similar timeframe under previous supervision, both with students completing their high school equivalency (40% increase) and with those students going further into postsecondary education (230%)! Enrollment data has shown that the percentage of students entering adult education from Riley, Pottawatomie, and Geary counties has grown each year. Our success with those students both with educational achievement and in workforce education has increased value to the region.

In meeting demand, the College has to expand its internal workforce to support growth in existing programs and in development and implementation of new technical programs needed in this area. New programs over the next 1-3 years will include, but not be limited to: biomanufacturing, plumbing, electrician training, and data analytics. As requested by other area school districts, the Wamego Center was purchased and developed to offer additional opportunities such as welding (available this fall) and transferrable general education courses, with future program offerings in health care, auto technology, diesel mechanics, and IT.

As for all higher education institutions, to maintain compliance and provide the appropriate level of support for student success expected by our accreditation/reporting agencies, additional staffing is necessary. The fee revenue is our funding account for accreditation, tutoring, testing, advising, and much more. These are critical to sustaining the level of success we have had and the subsequent impact in our regions. There is no price reduction on support services and resources due to student location or modality; logically if a student is receiving college credit for a course, they are a college student. Let me be clear, regardless of the physical location where the student is taking the college course (even if they don't take classes at the high school), unified school districts still receive full state funding on those students on count days.

Almost 90% of our graduates remain in the area as workers, taxpayers, consumers, etc. Yet we receive the least amount of local support of any educational entity. As the President/CEO, employed by the Manhattan Tech Board of Directors, I have an obligation to do what is right and necessary for the institution, by putting OUR students' education FIRST!

Based on reported, cumulative, high school enrollment data from 2019-2023, Manhattan Tech forfeited, as required by statute and in support of high school students having affordable access to college credit, \$1,402,880 in lost revenue in addition to the \$360,000 for Adult Education.

A Total of \$1,762,880!

A review of the relevant state regulations, confirmed with KBOR staff as well as the lobbyist/attorney for the Kansas Technical College Association, supports that Manhattan Tech has every right and need to allocate any and all funds to the college for tuition recovery to provide student resources; however, because we value our partnerships with the unified school districts, during this transitional period of academic year 2023-2024, each partner school district will receive: 40% of the state allocation received for approved Excel in CTE courses disbursed by verified credit hours respectively, along with continued compensation of high school faculty teaching Manhattan Tech general education courses and to the approved counselor assisting with enrollment. The unified school district will continue to receive full funding for each student, plus additional state directly allocated funding support for Career and Technical Education, and Manhattan Tech will be able to progress forward with meeting the area needs and continue delivering the quality education we are known for. This transition moves the institutions towards ultimately covering their own respective annual costs. Once the updated MOUs are sent and signed for this academic year, I invite you to come to campus to help us build the collaborative interlocal agreement sent out to you earlier this summer, "The HIRE Coalition," as this will be the agreement implemented effective July 1, 2024.

Manhattan Tech has grown in enrollment, and in value (Rated #2 in Nation, [WalletHub](#), 2023) to the region for skilled workforce development. Our focus is quality, accessible early college options for your students, in technical and general education.



TO: Manhattan Area Technical College Board of Directors
FROM: Sarah Phillips, Vice President Student Success/CAO/CSSO/Interim CFO
Kerri Bellamy, Director of Finance
Josh Gfeller, Chief Information Security Officer/Director of Facilities
DATE: August 29, 2023
SUBJECT: Fiscal Year 2024 Budget Proposal

Background Information

In accordance with the Manhattan Area Technical College Board of Directors Governance Policy and as the individuals responsible in monitoring the institution's accountability and performance in meeting our mission, vision, and values for our students and for the residents, businesses, and organizations in the college's service area, the executive administration presents an annual budget each fiscal year based on projected revenues and expenditures in operation of the institution.

Per compliance, since 2015, the Kansas Board of Regents publishes annually the "Technical College Data Book" that includes information regarding the six Kansas technical colleges and the Washburn Institute of Technology. This data book is designed to provide a reference of tabular data exhibiting key facts, to include, data on finance, tuition and fees, students, outcomes, and faculty and staff about the technical colleges.

Proposed Fiscal Year 2024 Budget

To allow for continued operations beyond July 1, the administrative fiscal team presents an interim budget each year while negotiations with MATC New Faculty Association occur. Upon conclusion of those negotiations and notification of ratification by the association to administration, the fiscal team presents a final annual budget proposal for approval.

Recommendation

Administration respectfully requests that the Board approve to accept the following Fiscal Year 2024 Budget.

FY24 Budget Proposal

	6/30/2024 <i>budget</i>	Change from FY23
OPERATING REVENUES		
Student tuition	\$ 1,885,000	
<i>Based off prior year enrollment</i>		
Credit Hour/Lab Fee	\$ 1,265,922	
<i>Est. 8,000 CRH</i>		
Federal grants and contracts		
Perkins	\$ 125,007	
Adult Ed. (AEFLA)	\$ 161,235	
State Appropriations		
Tiered	\$ 2,028,420	(+ \$73,575)
Nontiered	\$ 765,308	(+ \$53,560)
Base Operating Grant**	\$ 1,500,000	
Cyber Security**	\$ 250,000	
Apprenticeship**	\$ 149,130	
Capital Outlay	\$ 385,123	(- \$23,270)
Nursing Grant	\$ 87,080	
Excel in CTE	\$ 800,000	
<i>Based on prior year</i>		
Auxiliary Sales and Services	\$ 15,500	
<i>RTC, Swag, etc.</i>		
Interest Income	\$ 50,000	
Misc. Student Fees	\$ 21,775	
TOTAL OPERATING REVENUES	<u>\$ 9,489,500</u>	
OPERATING EXPENSES		
Salaries	\$ 3,924,000	
Benefits	\$ 941,000	
Contractual Expenditures		
Facilities/Technology Contractual Services	\$ 665,580	
Outside Partnerships/Consulting	\$ 422,000	
Institutional Effectiveness/Compliance	\$ 344,017	
<i>(Audit, HLC Accred., Legal, HR, Insurance, Merchant Services)</i>		
Non Contractual Expenditures		
Professional Development/Travel	\$ 72,190	
Program Course Expense	\$ 564,810	
Administrative & Departmental Supplies/Marketing/Events	\$ 292,364	
Capital Outlay		
Facilities/Equipment	\$ 1,546,275	
Lease/Loan Payments	\$ 157,193	
Interest Expense	\$ 80,981	
Operational Liabilities		
Unclaimed Checks	\$ 1,000	
Cover Overage from FY23	\$ 85,000	
Reserves	\$ 280,000	
TOTAL EXPENSES	<u>\$ 9,376,410</u>	
OPERATING INCOME (LOSS)	<u>\$ 113,090</u>	

**One time allocations for FY24



To: MATC Board of Directors
 From: Administration
 Re: June BHE 2023 Expenditures

Estimated Proj. Amount	\$	16,300,000.00
Appraisal	\$	15,900,000.00
Total Project Budget	\$	15,540,085.00
Loan Amount	\$	11,630,000.00
Closing Costs	\$	111,704.00

Category	Funds	Expended	Remaining
BHE Loan (70% of Appraisal)	\$ 11,630,000.00	\$1,910,634.40	\$ 9,719,365.60
ARPA	\$ 1,843,594.00	\$1,843,594.00	\$ -
Capital Outlay		\$ -	

Total Amount of Contingency Approved	\$	773,453.00
Total Amount of Contingency Remaining	\$	705,780.50
Total Amount of Allowances Approved	\$	741,318.00
Total Amount of Allowances Remaining	\$	690,307.00

Total Project	\$	15,540,085.00
Remaining	\$	10,311,205.92

Expenditures						
Total as of May 30, 2023					\$	3,753,874.40
Vendor	Invoice	Invoice Date	Pay Amount	Funding		
BHS Construction	Pay App #8	6/30/2023	\$ 572,909.76	BHE Loan		
BHS Construction	Pay App #9	8/1/2023	\$ 423,036.39	ARPA		
BHS Construction	Pay App #9 Draw #3	8/1/2023	\$ 440,299.71	BHE Loan		
BBN Architects	October IV	10/24/2022	\$ 3,910.00	B&E		
BBN Architects	September IV	9/26/2022	\$ 2,346.00	B&E		
BBN Architects	November IV	11/21/2022	\$ 2,346.00	B&E		
BBN Architects	February IV	2/21/2023	\$ 1,564.00	B&E		
BBN Architects	November IV	11/21/2022	\$ 264.00	B&E		
BBN Architects	BBN June Invoice	6/21/2023	\$ 23,528.82	BHE Loan		
Olsson, Inc.	Olsson June Invoice	6/26/2023	\$ 4,800.00	BHE Loan		
Total June & July Expenditures			\$ 1,475,004.68			
TOTAL EXPENDITURES AS OF JULY 31ST					\$	5,228,879.08

President's Report/July-August 2023

President's Report: July and August 2023

At the June board meeting we discussed revising the President's Report to the Board to provide more information, to address categories assigned to the President via the Policy Governance structure, and to enhance the interaction between the President and the Board of Directors to strengthen our pursuit of our mission and vision.

The following page is an outline of the categories from the Policy Governance Manual of the Board of Directors assigned as responsibilities to the President, along with topics from the President's evaluation document. The proposed revised President's Report will focus on addressing those categories and topics that have been the focus of the President's work (and efforts from the entire College) during the reporting period. The content will be arranged per the outline. Any information that is repetitive to more than one area will be noted in the first category in which it is addressed. This format and process should assist the President and the Board of Directors with ensuring these critical elements are being acted upon as well as providing a "running" structure of information for the President's evaluation.

Feedback from the Board of Directors will be greatly appreciated as we fine-tune this structure and process. Additional topics can be added as needed. Our work is dynamic as we identify and work on opportunities, challenges, and other actions affecting MATC.

--Jim Genandt, August Board Meeting

Draft

President's Report for July & August 2023

Institutional Performance

Achievement of Ends (February & October)

Vision & Mission

Essential Skills

Work Preparedness

Workforce Development

*Leadership**

Enrollment Outcomes (October & March)

Enrollment analysis, persistence/retention, completion/job placement, follow-up, academic awards/industry credentials earned, etc.

Compensation & Benefits (October)

Resource Development (ongoing)

Program & Services Review (set on a rotation)

Resources: general, capital outlay, scholarships, etc. (semi-annually)

Institutional Leadership

General Executive Constraint (monthly/December)

Treatment of People (June)

Asset Protection (October)

Strategic Plan (January & August)

External Relations

Federal Level (ongoing)

State Level (ongoing)

Local/Regional Level (ongoing)

Employers (ongoing)

Organizations/Agencies (ongoing)

Marketing/PR/Social Media (ongoing)

Budgetary/Fiscal Management

Budgeting/Financial Planning/Forecasting (October)

Financial Condition (quarterly)

Relations with Governing Board

Information & Advice (ongoing)

Board Role & Engagement (ongoing)

Accreditation/Continuous Improvement

Higher Learning Commission (ongoing), annual institutional update/CFI, reports

Accreditation by Programs (per program schedule)

Credentials by Program (October)

Employee Professional Development (October)

Institutional Performance

- A recommendation is being provided to our Board of Directors related to the bargaining unit and its members and our contract for AY 24. Pending approval, then we also have a recommendation for the institutional budget for AY 24. I want to thank all involved for a very productive negotiation, discussion, and finding agreement to move forward for all employees of the College.
- Assessment of Student Learning Interim Report-Higher Learning Commission (HLC) [also part of Institutional Leadership/Strategic Plan and Accreditation/Continuous Improvement]: Excerpts from the HLC response to our report: HLC response to our interim report on assessment of student learning:
 - “The MATC interim report has been careful and intentional about responding with great detail and focus on the charges articulated by the team report from its 2021 visit...The responses are clear and unambiguous so that they fully satisfy the expectations noted by the team report. The interim report makes especially clear that the community of stakeholders have participated in extensive discussions...
 - “The MATC interim report serves as a reminder that all institutions of higher education are not simple products of a cookie cutter approach...
 - Staff Action: No further reports required. Mid-cycle review 9/16/2024. Next reaffirmation review in 2030-31
 - KUDOS to Kim Withroder, Jason York, and the entire Assessment Committee!
- Resource Development and Resources: BOG funding received as well as other KBOR allocations for MATC before the end of July.
- Resources: Harry, Chris and I have had a series of meetings with individuals of Manhattan to review potential donor lists of companies whose business would be supported by the new facility. Based on their shared insights we will be compiling our top 50 prospective donors to begin visiting with through mid-August through mid-October.
- Sarah, Harry, Chris and I met with owners of Manko to discuss their participation in the ATC project and to get their consideration of an in-kind donation or pledge for the project.
- On August 15 WalletHub (wallethub.com) released their 2023 rankings of the Best and Worst Two-Year Colleges as well as state systems of community colleges. For the 4th year in a row MATC was #1 in the state, and this year we are #2 in the nation! (Last year we were #4). If you are ranked well you brag, if you aren't ranked well you deflect. Anyway, this is another independent assessment of our institutional effectiveness and it's something we can all be proud of.

Institutional Leadership

- I have been asked to serve on the American Association of Community Colleges' Commission on Small and Rural Colleges. This is a three-year commitment with two meetings per year (one in Washington, D.C., the other at their spring conference). I served on their Commission on Economic and Workforce Development from 2017-2019.
- I was asked to remain as the leader of the Kansas Technical Colleges' Presidents Council for the 2023-24 academic year.

- I was asked to participate in a meeting to provide input related to the needs of the next Director of the Pottawatomie County Economic Development Corporation.
- I was also invited to participate in the Riley County Planning Project, with a focus area on economic development.
- I participated in a webinar with lightcast on August 17 concerning AI and the future of jobs. Lightcast is an economic modeling business (actually three such businesses that merged) and has had valid information and connections for higher education and economic development organizations for many years. The information shared in the webinar was very helpful. Some of the key points include:
 - AI will affect every job, every organization, and every individual at some point, and that point is accelerating hourly.
 - Some of the key components of AI that affect its universality include: analytics, creativity, gathering information, performing routine tasks, and creating possible outcomes/scenarios. However, the value of those components as related to benefit to an individual or society rely on ethical, legal, and moral application of fairness, reliability and safety, privacy and security, transparency, accountability, equitable access, and accuracy (credibility) of information.
 - Occupations requiring some skills with AI will increase rapidly. As the core providers of AI expand the skill set and connection to other occupations' tasks employers will quickly seek persons with those abilities. For example, the current national leader on seeking AI-skilled workers is in the financial sector.
 - As regions expand the desire for AI-skilled workers the race will be on to attract (or educate) that talent and provide appropriate value for it. Communities that have made the needed preparation and investment to support the businesses and organizations that will increasingly rely on AI for survival and growth will come out ahead. They will be better at appropriate job postings, skill requirements (NOTE: not necessarily any formal higher education!), and over time the preferred credentials.
 - The continued evolution of applying advances in science and technology into services and products that have market value will reinforce the growth of AI-related occupations. The skills-sets will not be inclusive to information technologies or computer science knowledge.
 - Nationwide lightcast projects up to 4.3 million jobs will be unfilled due to the need for AI skills.

- Sarah and I met with Dr. Marshall Stewart of K-State. Dr. Stewart asked me for a list of projects we want to pursue with the University. I provided him with the following:

KSU & MATC Collaboration Possibilities

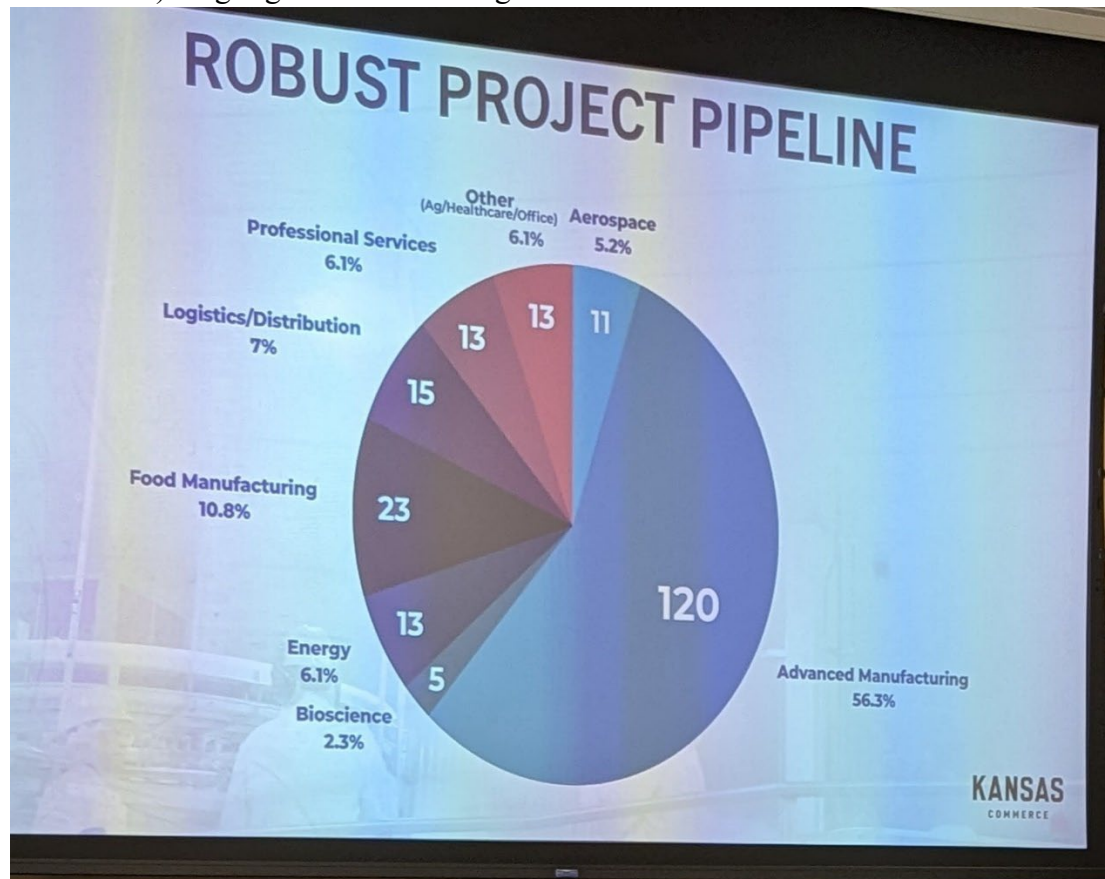
- *MHK Pathway(s) for enrollment*
- *MOU proposal on general enrollment for both institutions, but MATC helping strengthen students' learning confidence before attending KSU full-time*
- *Targeting 1-4 MATC technical programs of study to have KSU Pathways for enhancing transfer:*
 - *Construction*
 - *Health Care*
 - *Industrial Engineering Technology/Critical Environment Technology*
 - *Biotechnology/Biomanufacturing*
- *Explore workforce/economic development areas identified as significant to this region of the state:*
 - *Manufacturing/Advanced Manufacturing (TDI, etc.)*
 - *Computer Science/Information Systems and Information Technology*
 - *Collaboration to promote documentation of skills that have meaning to employers (credentials, micro-credentials, etc.)*
 - *Reciprocal options for KSU students in certain programs of study that would benefit from an MATC course(s) due to the applied learning opportunity (i.e., Industrial Engineering Technology, Critical Environment Technology)*
 - *Proactively seek other opportunities for collaboration so that the combined efforts and outcomes will be used by KSU for their economic prosperity and 105 projects*
 - *Possibly develop extended collaboration of KSU/MATC with Washburn University/Washburn Tech, KSU Polytechnic/Salina Area Technical College, etc.*
- *Consider ideas for appropriate joint community opportunities*
 - *Jim's crazy idea: Plan a joint breakfast or luncheon with KSU, MATC, and MCC with each President having 15 minutes for updates of their institution and a few remarks on leadership. Promote this event as a local fundraising event, once a year, with the three institutions splitting the profit for their respective general scholarship programs. Emphasis is on local audience and engagement.*

External Relations

- Curtis Sneden, a member of the Technical Education Authority under KBOR, came to campus to visit with me July 11. His visit, along with my conversations during the Kansas Technical College retreat in Emporia (July 26-27) with TEA Chair Keith Humphreys and Vice-Chair Ray Frederick, and my participation with the KBOR Retreat (Olathe, July 31-August 2) with KBOR staff and board members (especially the Chair, Jon Rolph and Vice-Chair, Carl Ice) helped me advocate about MATC and our niche in the regional workforce education environment, need for continued state and federal support, and our interaction with the KS Department of Commerce.
- I participated in a health care meeting with Sarah, Kim Davis, and Harry with representatives of Stormont Vail to discuss mutual areas of interest and potential partnership, particularly with the need for qualified instructors for our program. This relationship will continue to be strengthened. I also participated in the Chamber's Healthcare Roundtable with representatives of several area health providers.
- On July 14 I met K-State President Linton and a team of his Deans and Foundation personnel to meet with executives of John Deere at their global headquarters in Moline, IL. Our conversation included not just the potential collaboration between John Deere and KSU, but also how we might play in role in piloting some training concepts related to industrial engineering technology and also data analysis.



- MATC is a member of the KC Tech Council. While the initial purpose of the group related to IT education and workforce, it has gradually expanded into other areas of technology to meet workforce needs of the Kansas City region. I will participate in a workforce event hosted by the KC Tech Council on August 29th. Our programs in networking tech, industrial engineering and critical environment tech, and coming programs in biotech-manufacturing, and data analysis will be part of our approach to being engaged with this group. Like the Kansas City Animal Health Corridor, the KC Tech Council sees Manhattan as on the western edge of their region.
- Harry and I have also been in conversation with Enterprise KC about potential partnerships improving workforce education and the talent pool for IT and cybersecurity. We will be exploring these along with other leads we are receiving which should strengthen our engagement with Ft. Riley and the Department of Defense, as well as again making more connections in the KC region.
- I was asked to attend the Kansas Board of Regents retreat in Olathe (July 31-August 2) as one of two representatives of the technical colleges (Sheree Utash, President of WSU-Tech was the other). Highlights of the meetings and informal discussions include:



- Paul Hughes from the KS Department of Commerce presented during the retreat. He shared the image above as the primary economic development and workforce targets for the state. Sheree and I quickly pointed out that the technical colleges are already in almost all of these areas for workforce development, and it would be our focus to help the state's economic drive. KBOR may seek funding for

these, but likely emphasize the needs of the universities to attract and keep professors who can lead research, etc., in these areas. Mr. Hughes asked us all to keep in front of our ideas and plans as to how we create the most skilled workforce in the state to achieve these global economic-driven businesses and industries. There are at least two technology hub applications efforts being made affecting all or portions of Kansas. MATC is part of both: manufacturing through the KS Department of Commerce, and bioscience/technology through BioNexus KS (Kansas City area).

- The real issue for Kansas (and every state) is having enough people to meet the jobs skills' needs. With immigration at a very limited condition, we are essentially in a competition within the state and with other states. Several states are becoming very assertive/aggressive with appeals to people to relocate to their area with good jobs and lower costs of living. In our situation, we have some possible advantages with our growing enrollment in area school districts, adult education, and grabbing Ft. Riley exiting soldiers and families.
- We will be exploring optimizing internships, apprenticeships, on-the-job training, and other options for workforce education. (See budgetary/fiscal management for more information on this.)
- At the KBOR retreat the proposed Regents goals for 23-24 that affect the two-year colleges include (but may not be limited to):
 - Increasing early college options for secondary students, and more awareness engagement with middle-school students.
 - The priority program for transfer implementation between the two-year and senior colleges/universities will be nursing. This will impact nursing curriculum as well as some pre-requisite courses.
 - The Regents want to introduce a new health care program for the two-year colleges: PCT-Patient Care Technician. This position is for hospitals, not long-term care facilities, and is not the equal to a CNA, but with less regulatory restrictions. Key skills include phlebotomy and EKG applications.
 - The Regents also will seek input on how to enhance the use and value of industry recognized credentials including non-credit application.
 - Finally, the higher education system will again be scrutinized by the legislature on diversity, equity, and inclusion practices. (As a reminder, DEI is a requirement at this time of almost all federal grants, programs, etc.—including federal financial aid and VA benefits.)
 - The Regents will be seeking more funding for adult education.
 - The Regents staff believe they will have better access to multiple states for labor data to improve the ability to track our students in and out of Kansas for outcomes purposes.
 - The technical colleges' request to continue the base operating grant, cybersecurity and apprenticeship/business engagement funds in FY 25 are part of our KBOR package for consideration by the Regents.

President's Report/July-August 2023

- Meetings with industries include Manko and Michelin on workforce needs. Other meetings with potential donors for the ATC have included Mark Bachamp (Ollson) and Bayer Construction.
- I participated in three regular committee meetings of the Technical Education Authority (TEA) as they resumed meetings in August. These included Budget & Finance, Advocacy & Marketing, and Technical Program & Curriculum committees. They were finalizing some goals, and are beginning the next cycle on the review of extraordinary costs for technical programs. This review will include health care areas. The review was suspended over the past 18 months as institutions worked with KBOR to clarify how to account for stimulus funds, etc., which are not on-going resources to support the programs of study.
- I have participated for MATC with the NSF Engines Grant (K-State) on interviews for project directors and in core team project meetings several times in July and August. The focus of this planning grant effort is on biomanufacturing, biodefense, and biosecurity in our region. MATC also adds a critical value element with our ability to educate people for facility operations and support roles.
- I accepted two donations from Bluestem Electric Cooperative and CoBank for the ATC project. Sarah had worked with Bluestem to arrange this support, CoBank matched the Bluestem donation. The two checks were for \$2,000 each.

Budgetary/Fiscal Management

- The Manhattan Chamber of Commerce Board of Directors was provided a potential list of projects and initiatives for their support at the August meeting. Among the state items in their list is for the technical colleges, MATC specifically, to support maintaining the base operating grant appropriation, with the potential addition of a performance (outcomes) based component adding to the overall appropriation.
- Representative Dodson has been working with Harry and me on our funding proposal for the base operating grant and performance outcome. He has had some conversations with other legislators, many in leadership positions. We will continue to work with him to strengthen the request early this fall.

Relations with the Board

- Beginning with the September meeting, a portion of the agenda will be devoted to briefing board members about our institutional accreditation through the Higher Learning Commission. We need to prepare you for our visit in the fall of 2024 (it is our mid-cycle review). The accreditation review team will want a session with the board members (without administrators, faculty, staff, or students present) to ensure everyone is clear on roles, responsibilities, etc. Accreditation is important as it approves the institution to receive federal financial aid for our students.
- We need to determine officers for the Board of Directors for 2023-24.

- We need to set a timeline for discussion and possible action on any changes desired to the board composition so that process, if desired, can be completed and documented in ample time for our accreditation evidence collection and preparation.

Accreditation/Continuous Improvement

- At in-service on August 11 Kim Withroder and I both began the conversations with our employees about preparation for our mid-cycle accreditation review (fall 2024). I will spend the least amount of time with the accreditation review team during that review. They want to talk to faculty and staff concerning the criterion and how we meet those standards and the evidence we provide for the review. We will begin working with the Board members in September for their role and preparation for that visit.
- And, of course, we reviewed and celebrated the HLC response to our interim report on the Assessment of Student Learning!!!
- The Technical Education Authority will act on construction trades statewide alignment revisions at their August 31 meeting. The TEA will also oversee, with KBOR staff, the review of healthcare extraordinary costs using data from the previous three academic/fiscal years. Finally, the information for new program submissions to KBOR for consideration has been revised and shared with our appropriate staff.