

# Board of Directors Packet

Manhattan Area Technical College

March 29, 2022

Zoom/Live Stream 5:30 pm



## Board of Directors:

__Baker, L.J. - Chair (Geary)	__Urban, David (Riley)
__King-Luttman, Wendy – Vice Chair (Clay)	__Ballou, Brett (Riley)
__Flanary, Tim (Pottawatomie)	__Allen, Will (Geary)
__Peterson, Heather (Pottawatomie)	__Matson, Mike (Riley)

## Administration/Staff:

__Genandt, James (President/CEO)	__Miller, Hannah (Board Clerk)	__Phillips, Sarah
__Davis, Kimberly	__Gfeller, Josh	__Ross, Neil
__Roberts, Nathan	__Boxberger, Chris	__Watts, Harry
__Faculty Senate		

## Agenda

1. **Call to Order**
2. **Consent Agenda** (Routine items requiring BOD action) \*
  - Approval of February 2022 Meeting Minutes (Attachment 1) \*
  - Approval of February 2022 Check Register w/Threshold Expenditures (Attachment 2) \*
  - Organizational Update (Attachment 3) \*
  - President's Report (Attachment 4 & 5) \*
3. **General Agenda** (Items possibly requiring BOD Action)
  - Program Update
    - i. Construction Technology **Richard Berndt**
  - TRANE Proposal (Attachment 6) **Jim** \*
  - Recommendation on Changes to Tuition/Fees for FY23 (Attachment 7) **Jim** \*
    - i. FY23 Tuition Analysis- Proposed Composite Rate Changes (Attachment 8)
    - ii. FY23 Tuition Analysis- Revenue (Attachment 9)
    - iii. FY23 Tuition Analysis- Program Rates (Attachment 10)
  - Academic Program Proposal - Industrial Engineering Technologies (Attachment 11) **Sarah** \*
    - i. Associate of Applied Science
    - ii. Certificate C
4. **Discussion of Ends** (Demonstration, Testimonial, or Report of Results related to Board Mission)
  - Facilities/Projects Updates **Josh & Jim**
  - Faculty Senate Update **Faculty Senate**
5. **Executive Session:** Consultation with College Attorney
6. **Executive Session:** Personnel Matters

## **Meetings and Upcoming Events**

Next Board Meeting: April 26, 2022

National CTE Signing Day: April 14, 2022 1:00pm

Spring Open House: April 21, 2022 9:00am-1:00pm (Ribbon Cutting for New Lab: 1:00pm)

Manhattan Grow Green Match Day: April 22, 2022 7:00am-6:00pm

\* Requires BOD Action

# Board of Directors Minutes

Manhattan Area Technical College

February 22, 2022 5:30pm



1. The Board of Directors of the Manhattan Area Technical College met February 22, 2022 at 5:30 p.m. in person and using zoom, with live streaming for employees.
  - Members present: L.J. Baker, Will Allen, Tim Flanary, David Urban, Heather Peterson, Mike Matson.
  - Members absent: Wendy King-Luttman, Brett Ballou.
  - Administration Present: Jim Genandt, President/CEO; Sarah Phillips, VP Student Success/CAO/CSAO; Josh Gfeller, Chief Information Security Officer; Chris Boxberger, Dean of Academic Partnerships and Outreach; Nathan Roberts, Dean of Academic Affairs; Hannah Miller, Executive Assistant/Board Clerk.
  - Faculty/Staff/SGO Visitors: Harry Watts, Elizabeth Dugan, Mike Boxberger, Taylor Penick, Justin Meuli, Carmela Jacobs, Brian Koch, Jeff Pishny.
  - Meeting was live streamed.
2. **Call to Order**
  - L.J. Baker called the meeting to order at 5:31p.m.
3. **Consent Agenda:** (Routine items requiring BOD action)\*
  - Will Allen moved to approve the Consent Agenda (attachments 1-4). Tim Flanary seconded. Motion carried 6 yeas and 0 nays. Motion passed to accept the consent agenda.
4. **General Agenda:** (Items possible requiring BOD action)
  - President Jim Genandt introduced the new personnel to MATC. Elizabeth Dugan introduced herself as the current Welcome Desk Attendant that will be moving into the Adult Education Academic Advisor position. Mike Boxberger introduced himself as the Interim Director of Finance.
  - Justin Meuli gave the program update for the Electric Power Distribution program. Students in this program start in the spring semester and have already begun learning how to properly climb poles. Every employees joined Justin's class to teach the student their correct ways to climb to make sure everyone was learning the correct way. Justin explained that students have already started working at the off campus site.
  - Taylor Penick with Kientz & Penick CPAs gave a presentation on the recently completed audit of Manhattan Tech's finances. Taylor informed the Board of Directors that there was no significant fraud and suggested that the

Foundation's accounts be moved to the College's as one unit. The Board will have to submit a recommendation to the Foundation Trustees about moving the Foundation's accounts. David Urban made a motion to approve the audit report. Will Allen seconded. Motion carried 6 yeas and 0 nays. Motion passed to accept the audit report.

- Sarah Phillips presented the Academic Program Proposals to the board. Sarah proposed a Certificate C in the Automotive Technology program. Tim Flanary made a motion to approve the Automotive Technology Certificate C. Will Allen seconded. Motion carried 6 yeas and 0 nays. Motion passed to accept Certificate C. Sarah also proposed a Certificate B in the Administration Assistant program. Mike Matson made a motion to approve the Administration Assistant Certificate B. Tim Flanary seconded. Motion carried 6 yeas and 0 nays. Motion passed to accept Certificate B.
- Sarah Phillips proposed the 2022-2023 Academic Calendar to the Board of Directors. Will Allen made a motion to approve the Academic Calendar. David Urban seconded. Motion carried 6 yeas and 0 nays. Motion passed to accept the 2022-2023 Academic Calendar.

5. **Discussion of Ends:** (Demonstration, Testimonial, or Report of Results related to Board Mission)

- Josh Gfeller provided the Board with updates on the Wamego buildings. Building two is nearly complete and plans for building three are being finalized. Josh explained the new updates to resolve the flooding issues near the front doors. New downspouts will be installed to direct the water away from the entrance to hopefully solve the issue. It will begin in March.
- Brian Koch from the Faculty Senate shared the outcomes of the SkillsUSA Pancake Feed. There was a great turnout of people who attended the pancake feed.
- President Genandt updated the Board on the Achievement of Ends report for February. The report was President Genandt's testimony to the House of Representatives. The testimony is a comparison between technical colleges and state/community colleges.
- Sarah Phillips and President Genandt discussed the likely changes to the tuition and fees for the fiscal year of 2023.

6. **Executive Session:** Confidential matters – discussion relating to real property

- LJ Baker motioned to enter executive session at 7:00pm. David Urban seconded. Motion carried 6 yeas and 0 nays. LJ Baker motioned to exit executive session at 7:10pm. Tim Flanary seconded. Motion carried 6 yeas and 0 nays.

7. **Executive Session:** Negotiations – to discuss employee/employer negotiations to protect the matters being discussed with the exception for negotiations under KOMA
  - Will Allen motioned to enter executive session at 7:10pm. David Urban seconded. Motion carried 6 yeas and 0 nays. LJ Baker motioned to exit executive session at 7:19pm. David Urban seconded. Motion carried 6 yeas and 0 nays.
8. **Adjournment:** L.J. Baker, Board Chair adjourned the meeting at 7:20 p.m.



March 29, 2022  
 To: MATC Board of Directors  
 From: Administration  
 Re: February 2022 Expenditures

Category	Costs	%
Payroll, Withholdings and Benefits	\$ 407,914.38	39.89%
Facilities	\$ 55,499.32	5.43%
Student Payments	\$ 308,890.97	30.21%
Program Expenditures	\$ 31,321.24	3.06%
ALC Operating Costs (excluding salary/benefits)	\$ 6,278.44	0.61%
Wamego (excluding salary/benefits)	\$ 57,042.43	5.58%
Other Operating costs	\$ 155,619.12	15.22%
<b>Total February Expenditures</b>	<b>\$ 1,022,565.90</b>	<b>100%</b>

Threshold Expenditures > \$5,000				
Vendor Name	Item(s) Purchased	Cost	Department	Funding
ATI-Assessment	CARP Packages (5884)	\$ 5,360.00	ADN	ADN Course Fees
Marta and Sons	Custodial Services (5758)	\$ 5,640.00	All School	General Fund
A Book Company, LLC.	Program Resources eCampus Book Vouchers (42111)	\$ 6,305.59	Program	Student Fees
Kenton Brothers	Wamego Key Access 42128	\$ 8,146.30	Wamego	Capital Outlays
UMB Visa Card Services	General Operations Purchases	\$ 9,760.58	Operations	Various
Kientz & Penick, CPAs, LLC	Audit Report (42170)	\$ 11,750.00	All School	General Fund
Olsson, Inc.	Wamego BLDG3 Remodel/New Construction(42154)	\$ 18,633.00	Facilities	General Fund
Anixter Inc - Kansas City	Program Resources Student Tools/Belt (42115)	\$ 41,177.76	Program	Student Fees
Jenzabar Inc	Yearly renewal and project management (5821)	\$ 54,865.00	All School	Student Fees
Central Bank	Wamego Lease Principal and Interest (42144)	\$ 100,969.43	Wamego	Capital Outlays
Evergy Kansas Central Inc.	January Energy Bill	\$ 9,329.19	All School	General Fund
BCBS (Feb 2022)	Health Insurance Premiums	\$ 50,559.56	All School	payroll ded/gen fund
IRS	PR 02.15.2022 Payroll deductions	\$ 36,787.22	All School	payroll ded/gen fund
IRS	PR 02.28.2022 Payroll deductions	\$ 38,983.52	All School	payroll ded/gen fund
KS Dept of Revenue	PR 02.15.2022 Payroll deductions	\$ 7,433.24	All School	payroll deduction
KS Dept of Revenue	PR 02.28.2022 Payroll deductions	\$ 5,909.13	All School	payroll deduction
KPERS	PR 02.15.2022 Payroll deductions	\$ 9,344.07	All School	payroll deduction
KPERS	PR 02.28.2022 Payroll deductions	\$ 9,795.88	All School	payroll deduction
Nationwide Trust Company	PR 02.15.2022 Payroll deductions	\$ 5,917.67	All School	payroll ded/gen fund
Nationwide Trust Company	PR 02.28.2022 Payroll deductions	\$ 9,580.13	All School	payroll ded/gen fund
<b>Total February Expenditures Exceeding Threshold</b>		<b>\$ 446,247.27</b>		



**MEMORADUM TO:** The Board of Directors  
**FROM:** Jim Genandt, President  
 Human Resources  
**DATE:** March 29th, 2022  
**SUBJECT:** Consent Agenda: Organizational Update

New Hire/Rehires/New Positions					
Employee Name	Position Title	DOH	Department	Funding Source	Status
Kerri Bellamy	Director of Finance	5/16/2022*	Business Office	Operating	New Hire
Promotions/Title Changes					
Employee Name	Position Title	DOC	Department	Funding Source	Status
Greg Cranford	Full-Time CT/HVAC Program & Facilities Assistant	3/16/2022	Academic Affairs	Grant/ Operating	Position Change
Separations/Retirements					
Employee Name	Position Title	DOS	Department	Funding Source	Status
Gary Maple	CET Program Assistant	3/17/2022	CET	Grant/Operating	Resignation
Advertised Positions					
Position Title			Department	Funding Source	Status
Adjunct Opportunities for Consideration			All Departments	Operating	Open
Head of Maintenance			Facilities	Operating	Open
Associate Degree Nursing Instructor			Faculty	Operating	Open
Associate Degree Nursing Adjunct Clinical Instructor			Faculty	Operating	Open
Part-Time Allied Health Instructor			Continuing Education	Operating	Open
Electric Power & Distribution/Welding CTE Assistant			EPD/Welding	Operating	Open
Full-Time Business Administration Instructor			Faculty	Operating	Open

\*Ms.Bellamy accepted the offer for Director of Finance on 3/22/2022, and is scheduled to start employment on 5/16/2022.

## President's Report: March 2022

### Owner Expectations:

- Feb. 23, March 9, March 21: Jim led the bi-monthly meeting of the Kansas Technical College Presidents Council.
- Feb. 24: Jim participated in the monthly Technical Education Authority meeting.
- March 1: Jim participated in the KBOR Developmental Education Working Group for the technical colleges.
- March 3: Jim participated in the System Council of Presidents coordinating conference call with KBOR staff.
- March 4: Jim met with MATC faculty and staff for updates on the Wamego Center renovations, and the College/Career Center concepts for the main campus.
- March 7: Jim, Sarah, and Chris met with the principal and staff from Flint Hills Christian School to discuss concurrent/dual credit enrollment options.
- March 8: Jim represented MATC with the City of Manhattan Housing Market Analysis Steering Committee.
- March 9: Jim and Harry met with City Commissioner Matta with updates.
- March 9: Jim participated in the KSDE Work-Based Learning Statewide Meeting for MATC.
- March 11: Jim participated in the Leadership Manhattan Board meeting.
- March 16: Jim represented the technical colleges in KBOR meetings as well as a legislative reception that evening in Topeka.
- March 21: We hosted the KSU Deans' Council on campus.
- March 22: I met with Dr. Wade, USD 383, on updates of the College/Career Center plans.
- March 22: MATC hosted the Leadership Manhattan Class of 2022 for workforce education reviews.
- March 24/29: I represented the technical colleges in discussion with the KSDE Graduation Task Force.

### Employer Needs & Response:

- Feb. 23: MATC representatives met with staff from KSWorks/Kansas Department of Commerce to discuss options to relocate KSWorks staff/services to the MATC campus.
- Feb. 25: Jim and Josh met with Shane/Thermal Comfort Air to discuss energy management systems for the College.
- March 2: Andrea (Nursing Dept.) represented MATC in a meeting of the Healthcare Industry Roundtable at the KSU Foundation.
- March 4: Jim met with a representative of Children and Family Services related to daycare needs and regulations.
- March 8: Jim met with Jeff Tucker and Bret Lanz of the Technology Development Institute (KSU) to discuss updates and ideas for collaboration.
- March 8: Jim, Sarah, and Harry met with the new director of the Wamego Chamber of Commerce, Jessa Voos, with a general overview of MATC and the Wamego Center.
- March 9: Jim met with Harry, Matt Crocker, and Natalie Gordon on daycare issues and options.
- March 10: Jim met with Dan Whisler of TRANE on the Future Ready Data Analytics project and statewide implications.
- March 14, March 22: Jim had a Zoom meeting with Kara Lowe of the KC Tech Council to discuss MATC participation with that group, and opportunities to engage with apprenticeship development.
- March 25: I represented MATC at the Communities in Action Workshop on daycare.



- March 15: Jim and Sarah presented on the College/Career Center concept to the Manhattan Chamber of Commerce board of directors.
- March 24: We hosted the Wamego Chamber Board of Directors for lunch at the Wamego center.
- March 17: Jim and Sarah worked with representatives of KSU and the Manhattan Chamber on business recruitment/development.

Resource Development:

- Feb. 23: Jim and Hannah met with family of Bruce Peil to revise the scholarship agreement, and to add additional monies to endow the scholarship fund.
- March 2: Jim, Sarah, Josh, Andrew, Nathan, and Dan (BBN) toured the Neosho County Community College campus in Ottawa, with a special focus on the health sciences wing of that facility.
- March 8: Jim met with AJ Dome of the Manhattan Mercury related to the College/Career Center concept.
- March 21: Several of us attended the Greater Manhattan Community Foundation awards event.

## Organizational Priorities

- **Growth and Taxes** – The Manhattan Area Chamber of Commerce believes quality growth in population, jobs and wages should be a top priority for local governing bodies. In addition to a robust economy there must be an emphasis on keeping a tight rein on increasing local taxes and adding to local debt. The goal of the corresponding priorities below should slow the rate of local tax increases and show constrain on new capital investments. Consideration of increases in local budgets and tax rates should only be contemplated in cases when they promote long-term growth and demonstrate a measurable outcome for creating growth in population, jobs, and wages.
- **Strategy Alignment** – The Manhattan Area Chamber of Commerce believes Manhattan’s No. 1 asset is the continued strategic alignment between the business community, local government, and Kansas State University. As such, the Chamber believes the strategies of these entities for growth and economic prosperity should be in alignment, so all organizations are working in the same direction for successful outcomes.
- **Entrepreneurship** – The Manhattan Area Chamber of Commerce believes the community must prioritize entrepreneurship to maintain long-term economic success. As such, the organization supports the development of a facility to serve as the “front door” for the community’s entrepreneurial efforts in a walkable district that can house the community’s entrepreneurship support organizations. Additionally, the Chamber supports the creation of funds including loans, equity, and grants from private and public sectors to encourage more start-ups. The Chamber supports the City’s DEI Task Force’s recommendation that a percentage of these funds should be earmarked for disadvantaged businesses, as well as support organizations to assist entrepreneurs through all phases of development.
- **Housing** – The Manhattan Area Chamber of Commerce supports the completion of the City of Manhattan housing study. The Chamber supports the use of workforce housing funds from the 2022 economic development sales tax be used for its intended purpose of workforce housing, which can include a variety of market rate solutions. To impact the workforce housing challenge with as much resources as possible, those funds should not be used for housing solutions where other public funds may be available or are being deployed.
- **Child Care** – The Manhattan Area of Chamber of Commerce believes childcare to be one of the biggest hinderances to citizens entering/reentering the workforce. The Chamber support the efforts of the childcare task force that has been established and their efforts to develop unique solutions by private and public sector partners to address the issue in the community.
- **Business Park Expansion** – The Manhattan Area Chamber of Commerce believes lack of available commercial and industrial property are hindering our ability to attract new jobs and private commercial investment. As such, a plan to expand industrial parks in both west and east Manhattan should be created and acted upon by the local governing bodies.

## Growth Initiatives

- **Infrastructure** – The City of Manhattan should prepare a conceptual framework for long-range public infrastructure and services plan to accommodate new development and growth within the Urban Service Area and Blue Township Urban Growth Area. The plan should evaluate alternative growth scenarios to accommodate 10–20-year growth, as well as creating a current inventory of land with adequate public facilities and services for 5-10 year growth. Strategic infrastructure improvements and extensions should be identified and placed in the City’s Capital Improvement Plan to provide new areas of the region for housing and commercial development.
- **Annexation** – The Chamber believes that the City of Manhattan should create a clear path for property owners in the Urban Service Area and Blue Township Urban Growth Area to request annexation, even in cases of island annexation. The process should be done in collaboration with the Riley County and Pottawatomie County Commissions. Additionally, the City of Manhattan should have a clear plan or guidance policies identifying financing mechanisms to pay for additional infrastructure and service costs incurred as part of annexation agreements which could include annexing additional property.

## Growth Initiatives continued

- **Infill Housing Development** – The Chamber supports developing and implementing various strategies to encourage the redevelopment of housing in the core of Manhattan to create more inventory and encourage the retention of young professionals. This includes considering options such as rehabilitation, reconstruction, and up zoning.

## Economic Development

- **Sales Tax Funds from 2002 and 2012 Economic Development Sales Tax** – The City of Manhattan should set aside any funds left at the end of FY 22 from the 2002 and 2012 economic development sales taxes for economic development projects as described in the Chamber Core Principles document.
- **Sales Tax Funds 2022 Economic Development Sales Tax** – The proceeds from the 2022 economic development sales tax should be used in a manner consistent with the ballot language including 20 percent of proceeds being for jobs. Additionally, the 70 percent allocated to infrastructure should be prioritized for projects that promote growth in population, jobs, and incomes.
- **Incentives** – While the Chamber encourages and supports all private investment in the community, the use of incentives in attracting or expanding non locally owned businesses should not be considered an economic development activity unless there would be clear unrefuted evidence from an independent third party that more than 50 percent of its activity would be new to the community or that there is a clear enhancement to the community's quality of life.
- **Flint Hills Regional Council** – The Chamber has partnered with the Flint Hills Regional Council in a manner that encourages that organization to implement the regional components of Region Reimagined. The Chamber supports continued support of the FHRC by governing bodies to implement this economic development strategy as well as the organization's mission to create a place that communities can collaboratively support and add vitality to Fort Riley.
- **Military Relations** – The Chamber will support the ongoing good will with leadership of Fort Riley to allow for seamless integration into the community for both service members and families.
- **Inter-Governmental Support Agreements (IGSA)** – The Chamber supports the development of IGSA's that add value to both local government entities and Fort Riley.

## Special Projects

- **Aggieville** – The Chamber supports continued implementation of the Aggieville Vision and supports unique developments that make the district viable as a full-time commercial district with activity and opportunities throughout the day.
- **Edge Collaboration District** – The Chamber supports completion of the North Campus Corridor to allow the newly branded district to grow into a major economic development asset and job generator.
- **Art and Light Museum** – The Chamber supports the use of STAR bonds for the Art and Light Museum and the development of the facility as an anchor for tourism and talent attraction/retention in Manhattan.
- **MATC Expansion** – The Chamber supports continued growth of the Manhattan Area Technical College including expansion of technical education for high school students and programs to support local employers.





# Proposal

Trane Midwest  
 Climate Solutions  
 120 S. Ida  
 P.O. Box 595 (67201)  
 Wichita, KS 67211  
 Tel (316) 265-9655  
 Fax (316) 265-1974

Attention: Manhattan Area Technical College

January 31, 2022

**Project: Building Automation Systems (BAS) Controls with Intelligent Services / NC3 Data Analytics Certification Program Infrastructure**

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

## Executive Summary

This Trane Intelligent Services Agreement provides the gateway to a pro-active, productive, and results-oriented approach to managing and maintaining today’s complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners, and occupants by utilizing data- analytics-enabled Intelligent Services.

As an Intelligent Services partner, Trane puts more knowing behind our doing. Data from your building enables Trane service technicians to focus their time and attention more productively. With analytics running constantly, Trane knows what’s working fine, which issues need attention immediately—and which can wait—before our technicians ever enter your building.

Furthermore, Trane documents our work and publishes the progress we’ve helped you achieve in periodic reports. You will see documented results, aligned to your Key Performance Indicators (KPIs) whenever possible.

This solution will:

- Expand operational capabilities by using data and analytics, allowing your employees to focus time and money only on equipment that demands attention in real time, many times before space occupants know there is a problem
- Address and minimize the risk of downtime in the building
- Enable more informed and verifiable decisions for project prioritization and justification
- Reinforce the goal of being good stewards of environmental resources reducing your carbon footprint
- Seamlessly integrate into future educational programming so students can view and analyze data from their building
- Provide the infrastructure and data analytics program enabling MATC to provide NC3 Data Analytics Certifications

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS Intelligent Services gives you clear advantages. We look forward to making the following proposed solutions a reality for you.

**THE VALUE OF PERFORMANCE  
 BASED INTELLIGENT SERVICES**

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Energy and data analytics with command center results in:

- Ongoing commissioning for the life of the HVAC system
- Reduce energy consumption by 5-20%
- Reduce downtime by 35-45%
- Indoor air quality issues identified and resolved when recommendations are implemented

**ENERGY PERFORMANCE**

Energy performance analytics and dashboard aggregate all building energy data using powerful visualizations and robust analytics for proactive insights, making the invisible visible.

**REMOTE SUPPORT**

On demand phone support for MATC Operators will help reduce downtime and minimize truck rolls.

## ENERGY PERFORMANCE – FOR MAIN MATC CAMPUS BUILDING IN PILOT PROGRAM

Energy Performance provides real-time energy monitoring, displayed through a set of online dashboards and tools, to reveal where and when a building consumes energy. It provides the ongoing, real-time insight that's needed to drive measurable results. This advanced cloud-based building energy management system (BEMS) intelligent service provides visual tools and analytics that uncover hidden causes of energy waste. Energy Performance pairs advanced technology with the extensive expertise of Trane building professionals who recommend energy conservation measures (ECMS) based on building data.



### Implementation:

- Sub-meter site set-up and data acquisition
- Trane Tracer SC+ BAS controller for campus
- Pull-in of the main MATC campus building into Trane's cloud-based building energy management system
- Real-time energy data monitoring and aggregation from electric sub-meter
- Access to online dashboards, reports, alerts, and trending tools
- Interpretation by technical specialists
- Bi-Annual energy performance reviews and energy conservation measures (ECMs) recommendations provided by technical specialists as stated in the Agreement (IPAs/Technical Customer Reviews)

## TECHNICAL CUSTOMER REVIEW

During the technical customer review the MATC/Trane team will review the energy performance assessments. As a team we will determine next steps and actions. Technical customer review meetings include:

### Implementation of Building Performance and Energy Performance:

- Onsite/Online technical review meetings of Energy Performance Assessments: 2 times per year.
- Development of Master Opportunities Log to track system updates
- Verbal discussion and written documentation of completed work
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement
- Review standard analytics with exception reports during consultations

# Data Analytics NC3 Certification



## Harnessing the Power of Data

Data analytics is widely used in nearly every industry today. The prevalence of data and the power of current software tools has created the greatest opportunity to leverage technology to advance knowledge since the advent of the personal computer. From professional sports strategy to vaccine development, data is accelerating progress everywhere.

The ability to analyze data is a highly-valued qualification for almost any career path. Many employers say it ranks among the most critical workforce skillsets.

### Data Analytics NC3 Certification: Harnessing the Power of Data

Students will receive NC3 certification as proof of achievement.

Participants will:

- Learn to recognize and understand useful information within datasets
- Develop a working skillset using data analysis software
- Create charts, graphs and visuals to analyze data and identify relationships
- Understand the story in the data and how to communicate it to others
- Be able to leverage data analytics in their chosen field of study

### Data Analytics Certification benefits many career fields including:

- Agriculture
- Business and Marketing
- Education
- Energy and the Environment
- Healthcare
- Industrial Manufacturing
- Scientific Research
- Sports and Entertainment
- Tech Innovation



Trane is a proud partner of the National Coalition of Certification Centers. Certifications are developed and administered by NC3 (National Coalition of Certification Centers) and are compatible with other industry recognized certifications. For more information, contact NC3 at [nc3.net](http://nc3.net).



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**Building Automation Systems (BAS) Controls & Analytics Scope of Work BASE BID:**

**Provide Trane SC+ BAS System**

1. Provide and install (1) new Trane SC+ BAS system to control the HVAC equipment listed below. The Tracer SC+ Building Automation System (BAS) will provide floorplan and equipment level graphical displays, scheduling, remote web access via internet browser, tablet, or smartphone and will provide access to [Trane Intelligent Services \(TIS\)](#) data trending and archiving tool and wireless communications on all future BAS equipment. *Web access will use new connection to customer provided network with VPN security.*
  - A. HVAC Equipment to be controlled includes.
    - i. (Qty 24) Existing RTU's. with field mounted Trane Wireless Controls.
    - ii. (Qty 5) New Wireless CO2 sensors.
    - iii. (Qty 1) New power meter and integration into DDC system.
  - B. Trane Intelligent Services Program for Year 1
    - i. Establish Trane Energy Performance Dashboard
    - ii. Bi-Annual Energy Performance and Building Performance Reporting and Remote Consultation
    - iii. Yearly Utility Analysis

**We include the equipment, materials, and labor to provide a complete operating system.**

1. Low voltage control and DDC communication wiring is included for new LAN and controllers.
2. All discovery, programming, integration, trending, and commissioning is included.
3. Submittals, Project Management, As-Built Drawings and Owner Training is included.
4. One year warranty on parts and labor in accordance with our attached Standard Terms and Conditions.

**Exclusions and Clarifications:**

1. Our pricing is based on work being done during normal business hours.
2. All existing equipment is assumed to be in working order. Any repairs/replacements will be additional cost.
3. Any required devices not listed will have additional costs.
4. Existing end devices will be re-used.
5. All line voltage is excluded.
6. Sales Tax was not included.
7. P&P Bonds were not included.

**Pricing Summary**

**Proposed in accordance with Omnia Partners (US Communities Contract #USC-15-JLP-023)  
Quote # 10-774190-22-001**

**Total Net Price (BAS Controls BASE Bid) .....\$ 94,020.00**

**ADD for Years, 2,3 Trane Intelligent Services Program.....ADD \$14,000.00  
(Annual cost is \$7,000 per year)**

**NOTE: Current controller production is estimated at 20+ weeks. Future market conditions could extend or reduce lead times.**

**ACCEPTANCE**

**This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation). We value the confidence you have placed in Trane and look forward to working with you.**

Respectfully Submitted By: Joe Reintjes  <i>Joe Reintjes</i>	Cell: (316) 617-4741 Office: (316) 265-9655  Proposal Date: January 31, 2022
<b>CUSTOMER ACCEPTANCE</b>	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative _____	Authorized Representative _____
Printed Name _____	Printed Name _____
Title _____	Title _____
Purchase Order Acceptance Date:	Signature Date License Number:

**COVID-19 NATIONAL EMERGENCY CLAUSE**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and

If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price



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## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

**4. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**5. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**6. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**7. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

**8. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**9. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**10. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**11. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**12. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from

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those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**13. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**14. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**15. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**16. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**17. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**18. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**19. COVID-19 LIMITATION ON LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

**20. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**21. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND**

LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

**22. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**23. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**24. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**25. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**26. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**27. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

The FY23 Tuition Analysis is similar in nature to what has been presented in the past. The Attachments in the Board packets are based on the following assumptions and alternatives. There are of course numerous combinations and variations that could be explored. The President, Vice President, Chief Information Security Officer/Director of Facilities, and business office staff worked together to review four options. The key points are listed below for each option. State appropriations, as usual, are not decided yet due to the timeline of the legislature and governor with the FY23 state budget process. The President, after reviewing assumptions on enrollment, state funding, mandatory and projected cost increases, and other factors, recommends Option 4 to the Board of Directors in order to do what is within some control of the institution related to appropriate operating and capital outlay resources.

#### **Option 1 Assumptions**

- FLAT tuition rate for all courses
- No increase in credit hour fees (\$80);
- Zero reduction in state allocation;
- Flat enrollment
- No change to online fee rate.

#### **Option 2 Assumptions**

- 5% increase tuition rate for all courses EXCLUDING Gen Ed;
- Flat tuition rate (\$125) for Gen Ed courses;
- ~3.9% Average Tuition Rate Increase
- 6.3% percent increase in credit hour fees to \$85;
- Zero reduction in state allocation;
- Flat enrollment
- No change to online fee rate.

#### **Option 3 Assumptions**

- 7.5% increase tuition rate for all courses EXCLUDING Gen Ed;
- Flat tuition rate (\$125) for Gen Ed courses;
- ~5.9% Average Tuition Rate Increase
- 8.7% percent increase in credit hour fees to \$87;
- Zero reduction in state allocation;
- Flat enrollment
- No change to online fee rate.

#### **Option 4 Assumptions**

- 10% increase tuition rate for all courses EXCLUDING Gen Ed;
- Flat tuition rate (\$125) for Gen Ed courses;
- ~7.6% Average Tuition Rate Increase
- 12.5% percent increase in credit hour fees (\$90);
- Zero reduction in state allocation;
- Flat enrollment
- No change to online fee rate.



**FY23 Proposed Composite Rate Changes**

Program	CIP Code	Composite Rate	Composite Tier Rate = Calculated Cost	FY22 Credit Hours Generated	Composite Rate * Credit Hours	MATC Current Tuition Rate (FY22)	CR Hours X Current Tuition Rate	Option 1 Proposed Tuition	Additional Tuition Revenue	Option 2 Proposed Tuition	Additional Tuition Revenue	Option 3 Proposed Tuition	Additional Tuition Revenue	Option 4 Proposed Tuition	Additional Tuition Revenue
					calculated	memo CJ to BOD 03/30/2021	calculated	<b>Flat</b>		<b>5.0%</b>	calculated	<b>7.5%</b>	calculated	<b>10.0%</b>	calculated
Allied Health Stand Alone Programs (CNA, CMA, Phlebotomy)			\$153.00	890	\$ 136,170	\$ 153	\$ 136,170	\$ 153	0	\$161	\$ 7,120	\$ 164	\$ 9,790	\$ 168	\$ 13,350
Auto Technology	47.0604	4	\$328.00	783	\$ 256,824	\$ 184	\$ 144,072	\$ 184	0	\$193	\$ 7,047	\$ 198	\$ 10,962	\$ 202	\$ 14,094
Biotechnology				0	\$ -	\$ 184	\$ -	\$ 184	0	\$193	\$ -	\$ 198	\$ -	\$ 202	\$ -
Business Admin	52.0401	<b>1,2</b>	\$263.00	1363	\$ 358,469	\$ 128	\$ 174,464	\$ 128	0	\$134	\$ 8,178	\$ 138	\$ 13,630	\$ 141	\$ 17,719
Construction Technology	46.0201	1	\$229.00	571	\$ 130,759	\$ 184	\$ 105,064	\$ 184	0	\$193	\$ 5,139	\$ 198	\$ 7,994	\$ 202	\$ 10,278
Critical Environment Technology		4	\$328.00	14	\$ 4,592	\$ 184	\$ 2,576	\$ 184	0	\$193	\$ 126	\$ 198	\$ 196	\$ 202	\$ 252
Electric Power & Distribution	46.0301	1	\$229.00	779	\$ 178,391	\$ 194	\$ 151,126	\$ 194	0	\$204	\$ 7,790	\$ 209	\$ 11,685	\$ 213	\$ 14,801
General Education/ Non-tier		0	\$207.00	4048	\$ 837,936	\$ 125	\$ 506,000	\$ 125	0	\$125	\$ -	\$ 125	\$ -	\$ 125	\$ -
Heating, Air, Refrigeration	47.0201	4	\$328.00	526	\$ 172,528	\$ 184	\$ 96,784	\$ 184	0	\$193	\$ 4,734	\$ 198	\$ 7,364	\$ 202	\$ 9,468
HIGH SCHOOL-General Education/ Non-tier		0	\$207.00		\$ -	\$ 125	\$ -	\$ 125	0	\$125	\$ -	\$ 125	\$ -	\$ 125	\$ -
Industrial Engineering Technology		4	\$328.00	0	\$ -	\$ 184	\$ -	\$ 184	0	\$193	\$ -	\$ 198	\$ -	\$ 202	\$ -
Info Network Tech	11.1001	4	\$328.00	695	\$ 227,960	\$ 194	\$ 134,830	\$ 194	0	\$204	\$ 6,950	\$ 209	\$ 10,425	\$ 213	\$ 13,205
Med Lab Tech	51.1004	6	\$409.00	230	\$ 94,070	\$ 184	\$ 42,320	\$ 184	0	\$193	\$ 2,070	\$ 198	\$ 3,220	\$ 202	\$ 4,140
Nursing - RN & AND	51.3801	6	\$409.00	2005	\$ 820,045	\$ 194	\$ 388,970	\$ 194	0	\$204	\$ 20,050	\$ 209	\$ 30,075	\$ 213	\$ 38,095
Welding Tech	48.0508	1	\$229.00	2080	\$ 476,320	\$ 184	\$ 382,720	\$ 184	0	\$193	\$ 18,720	\$ 198	\$ 29,120	\$ 202	\$ 37,440
<b>Averages/Totals</b>			<b>250</b>	<b>13,984</b>	<b>\$ 3,301,070</b>	<b>\$ 172</b>	<b>\$ 2,265,096</b>	<b>\$ 172</b>	<b>\$ -</b>	<b>\$ 180</b>	<b>\$ 87,924</b>	<b>\$ 184</b>	<b>\$ 134,461</b>	<b>\$ 188</b>	<b>\$ 172,842</b>

Use for CH Fee 9,500

Tuition Revenue	2,265,096	2,353,020	3.88%	2,399,557	5.94%	2,437,938	7.63%
CH Fee Revenue	760,000	807,500		826,500		855,000	
<b>TOTAL</b>	<b>3,025,096</b>	<b>3,160,520</b>		<b>3,226,057</b>		<b>3,292,938</b>	

Credit Hour Fees		
CURRENT (flat)	FY22	\$ 80.00 Per Credit Hour
Categories	Current	Revenue Generated
		<b>760,000</b>
Assessment (Inst. Effectiveness)	5	47,500
IT	17	161,500
Security	11	104,500
Capital/Maintenance	27	256,500
Graduation	2	19,000
Student Improvements	2	19,000
Student Organization	1	9,500
Library/Reference Materials	2	19,000
TLC/RTC	1	9,500
Student Support Services	2	19,000
Reserve	10	95,000
	<b>80</b>	

OPTION 1		FY 23		\$ 85.00 Per Credit Hour		OPTION 2		FY 23		\$ 87.00 Per Credit Hour		OPTION 3		FY 23		\$ 90.00 Per Credit Hour	
Categories	Current	Revenue Generated	Categories	Current	Revenue Generated	Categories	Current	Revenue Generated	Categories	Current	Revenue Generated	Categories	Current	Revenue Generated	Categories	Current	Revenue Generated
		<b>807,500</b>			<b>826,500</b>			<b>855,000</b>			<b>855,000</b>			<b>855,000</b>			<b>855,000</b>
Assessment (Inst. Effectiveness)	5	47,500	Assessment (Inst. Eff	5	47,500	Assessment (Inst. Effect	5	47,500	Assessment (Inst. Effect	5	47,500	Assessment (Inst. Effect	5	47,500	Assessment (Inst. Effect	5	47,500
IT		199,500	IT	<b>21</b>	209,000	IT	<b>22</b>	209,000	IT	<b>24</b>	228,000	IT	<b>24</b>	228,000	IT	<b>24</b>	228,000
Security	11	104,500	Security	11	104,500	Security	11	104,500	Security	11	104,500	Security	11	104,500	Security	11	104,500
Capital/Maintenance	27	256,500	Capital/Maintenance	27	256,500	Capital/Maintenance	28	266,000	Capital/Maintenance	<b>29</b>	275,500	Capital/Maintenance	<b>29</b>	275,500	Capital/Maintenance	<b>29</b>	275,500
Graduation	2	19,000	Graduation	2	19,000	Graduation	2	19,000	Graduation	2	19,000	Graduation	2	19,000	Graduation	2	19,000
Student Improvements	2	19,000	Student Improvements	2	19,000	Student Improvements	2	19,000	Student Improvements	2	19,000	Student Improvements	2	19,000	Student Improvements	2	19,000
Student Organization	1	9,500	Student Organization	1	9,500	Student Organization	1	9,500	Student Organization	1	9,500	Student Organization	1	9,500	Student Organization	1	9,500
Library/Reference Materials	2	19,000	Library/Reference Materials	2	19,000	Library/Reference Materials	2	19,000	Library/Reference Materials	2	19,000	Library/Reference Materials	2	19,000	Library/Reference Materials	2	19,000
TLC/RTC		19,000	TLC/RTC	<b>2</b>	19,000	TLC/RTC	<b>2</b>	19,000	TLC/RTC	<b>2</b>	19,000	TLC/RTC	<b>2</b>	19,000	TLC/RTC	<b>2</b>	19,000
Student Support Services	2	19,000	Student Support Services	2	19,000	Student Support Services	2	19,000	Student Support Services	2	19,000	Student Support Services	2	19,000	Student Support Services	2	19,000
Reserve	10	95,000	Reserve	10	95,000	Reserve	10	95,000	Reserve	10	95,000	Reserve	10	95,000	Reserve	10	95,000
		<b>85</b>			<b>87</b>			<b>87</b>			<b>87</b>			<b>90</b>			<b>90</b>

FY23 Tuition Analysis 03-22-2022Revenue

		Tuition				
		Percentage	0%	5.00%	7.50%	10.00%
Credit Hour Fees	flat \$80	Revenue	2,265,096	2,353,020	2,399,557	2,437,938
	\$ 85.0	760,000	3,025,096	3,113,020	3,159,557	3,197,938
	\$ 87.0	807,500	3,072,596	3,160,520	3,207,057	3,245,438
	\$ 90.0	826,500	3,091,596	3,179,520	3,226,057	3,264,438
		855,000	3,120,096	3,208,020	3,254,557	<b>3,292,938</b>

<b>State Aid</b>			
Tiered	2,000,000		
Non-Tiered	500,000		
Capital Outlay	130,000		
<b>Total State Aid</b>		2,630,000	35.09%
<b>Grants</b>			
NSF	150,000		
Perkins	130,000		
Excel in CTE	700,000		
<b>Total Grants</b>		980,000	13.08%
<b>ALC</b>			
Local			
State	50,000		
Federal	83,000		
ESL/GED Fees	14,000		
<b>Total ALC</b>		147,000	1.96%
<b>Other</b>			
Testing	20,000		
Interest Income	15,000		
<b>Total Other</b>		35,000	0.47%
<b>Fees</b>			
Program/Course Fees	350,000		
Other Fees	60,000		
<b>Total Fees</b>		410,000	5.47%

<b>Subtotal Revenue OTHER THAN Tuition &amp; CH Fees</b>	<b>4,202,000</b>	<b>56.06%</b>
<b>Subtotal Tuition &amp; CH Fees Revenue</b>	<b>3,292,938</b>	<b>43.94%</b>
<b>FY23 Total Revenue Projected</b>	<b>7,494,938</b>	



FY23 Tuition Analysis 03-22-2022 Program Rates

Option 4 (+10%) Program	2021-2022 Tuition Rates	Proposed 2022-2023 10%	Tuition \$\$ Increase/(Decrease)
Air Conditioning & Refrigeration	\$184	202	\$18
Auto Technology	\$184	202	\$18
Construction Technology	\$184	202	\$18
Critical Environment Technology	\$184	202	\$18
Biotechnology	\$184	202	\$18
Business Administration	\$128	141	\$13
Electric Power & Distribution	\$194	213	\$19
Emergency Medical Technician	\$153	168	\$15
General Education	\$125	125	\$0
Allied Health Stand Alone Programs	\$153	168	\$15
*Industrial Engineering Technology	\$184	202	\$18
Information & Network Technology	\$194	213	\$19
Clinical Medical Laboratory Technology	\$184	202	\$18
Nursing – Associates	\$194	213	\$19
Nursing – Practical	\$184	202	\$18
Welding Technology	\$184	202	\$18



TO: MATC Board of Directors

FROM: Sarah Phillips, VP of Student Success/CAO/CSSO

DATE: March 29, 2022

RE: Academic Program Proposal

### **Background Information**

In an effort to provide the best degree options that support both the needs of our students and industry, the institution is constantly assessing the programs and certificates the institution provides.

Through this assessment, the Curriculum Committee, on March 25, 2022 approved program addition of an Associates of Applied Science in Industrial Engineering Technology, a Certificate C in Industrial Engineering Technology, and a Certificate A in Biotechnology.

### **Program Proposals**

**Associate of Applied Science and Certificate C in Industrial Engineering Technology** - The Industrial Engineering Technology program provides instruction of theory as well as hands-on application of skills required for advanced manufacturing, industrial automation, and mechanical troubleshooting. Some areas include safety, electrical, mechanical, hydraulics, pneumatics, robotics, PLC (programmable logic controller) programming, and industrial controls. These skills prepare students to be competitive in the modern industrial and maintenance fields. There is a potential for students to earn 14 nationally recognized credentials through partnership with NC3 from industry partners, such as FESTO and TRANE.

#### A.A.S Degree in Industrial Engineering Technologies

60 Credit Hours

36 Technical Specialty Credits

15 General Education Credits

9 Technical Elective Credits

<b>Fall Semester – Year 1</b>		
IET 100	OSHA 30 General Industry (CET)	2 SCH
IET 101	Fundamentals of Electricity AC/DC	3 SCH
IET 102	Fundamentals of Fluid Power I	3 SCH
IET 104	Mechatronics I	3 SCH
COM 105 or 110	English Composition I or Technical Writing	3 SCH
<b>Spring Semester – Year 1</b>		
IET 103	Fluid Power II	2 SCH
IET 121	Basic Control	5 SCH
IET 105	Mechanical Drive I	3 SCH
MAT 110 or 109	Intermediate Algebra or Technical Mathematics II	3 SCH
TECH	Technical Elective	3 SCH
<b>Fall Semester – Year 2</b>		

#### Certificate C in Industrial Engineering Technologies

36 Technical Specialty Credits

<b>Fall Semester – Year 1</b>		
IET 100	OSHA 30 General Industry (CET)	2 SCH
IET 101	Fundamentals of Electricity AC/DC	3 SCH
IET 102	Fundamentals of Fluid Power I	3 SCH
IET 104	Mechatronics I	3 SCH
<b>Spring Semester – Year 1</b>		
IET 103	Fluid Power II	2 SCH
IET 121	Basic Control	5 SCH
IET 105	Mechanical Drive I	3 SCH
<b>Fall Semester – Year 2</b>		
IET 210	Mechanical Drive II	3 SCH
IET 220	Industrial Motor Controls	4 SCH
<b>Spring Semester – Year 2</b>		
IET 230	Advanced Manufacturing and Process Logistics	3 SCH



IET 210	Mechanical Drive II	3 SCH
IET 220	Industrial Motor Controls	4 SCH
GEN	General Education Elective	3 SCH
TECH	Technical Elective	5 SCH
<b>Spring Semester – Year 2</b>		
IET 230	Advanced Manufacturing and Process Logistics	3 SCH
IET240	Applied Industry 4.0	5 SCH
GEN	General Education Elective	6 SCH
TECH	Technical Elective	1 SCH

IET240	Applied Industry 4.0	5 SCH
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**Certificate A in Biotechnology** - This Biotechnology Laboratory Technology curriculum prepares students who have a science background to acquire and apply scientific principles and technical skills in support of a variety of laboratories in the biotechnology arena. The program includes instruction in cGLP practices and procedures; techniques for analysis, testing and inspection; laboratory instrumentation and equipment operation and maintenance; laboratory and materials handling safety; and computer applications that would apply to the broad spectrum of biotechnology industries. This includes research, health and medical, industrial and environmental, food and agriculture, biodiesel fuels, as well as other emerging industries in the growing field of biotechnology

#### **Biotechnology Certificate A**

##### **17 Credit Hours**

<b>Course #</b>	<b>Course Title</b>	<b>Credit Hours</b>
BIO 255	Biotechnology Techniques	5
BIO 265	Molecular and Cellular Techniques	5
BIO 285	Protein Techniques	5
BIO 292	Biotechniques Shadowing	1
EMP 1901	Global Employment Standards	1

#### **Recommendation**

The Administration respectfully requests that the Board of Directors approve the recommended program action by the Curriculum Committee.