

OTHER:

- A. Trustee Tax Credits Initiative
- B. Shriver Trust Discussion
- C. Presidential Search Discussion
- D. Negotiated Agreement

REPORTS:

- A. President's Report
 - A-1 Incidental Information
 - A-2 Technical Education Authority
 - A-3 Report on the Discussions of KACCT Public Policy Committee
- B. Report from Finney County Economic Development Corporation

Upcoming calendar dates:

<u>Oct. 13</u>	Regular monthly meeting at 5:30 PM
<u>Oct. 14-15</u>	Oct 14 NO CLASSES/ Faculty Work Day – Oct. 15 Faculty Holiday NO CLASSES-OFFICES OPEN
<u>Oct.20-23</u>	ACCT 41 st Annual Community College Leadership Congress-Toronto, Canada, Ron Schwartz, Dr. Emmons attending.
<u>Nov. 10</u>	Regular monthly meeting at 5:30 PM
<u>Nov. 24-26</u>	Thanksgiving Break – NO CLASSES – OFFICES CLOSED
<u>Dec.8</u>	Regular monthly meeting at 5:30 PM
<u>Dec. 13-15</u>	Final Exams
<u>Dec. 20-31</u>	Christmas Holiday – NO CLASSES – OFFICES CLOSED
<u>Jan. 10, 2011</u>	Faculty Report – In-Service
<u>Jan. 12</u>	Regular monthly meeting at 5:30 PM
<u>Jan. 12</u>	Classes begin

Executive Session

Adjournment

Sincerely,

William S. Clifford MD, Chair

Joseph W. Emmons Ed.D. Interim Secretary

Mission: *Garden City Community College exists to produce positive contributors to the economic and social well-being of society.*
Five Ends: *Essential Skills, Work Preparedness, Academic Advancement, Personal Enrichment, Work Force Development.*

**MEETING OF TRUSTEES
OF
THE GARDEN CITY COMMUNITY COLLEGE**

August 11, 2010

Trustees Present: Della Brandenburger, William S. Clifford, Merilyn Douglass, Ron Schwartz,
Terri Worf

Trustees Absent: Steve Sterling

Others Present:

Veronica Andersen, Residence Assistant
Santino Apodaca, Residence Assistant
Debra Atkinson, Deputy Clerk
Zach Bainter, Residence Assistant
Lauren Bowler, Residence Assistant
Kevin Brungardt, Dean of Academics
Rae Brungardt, Print Shop/Copy Center
Tom Brungardt, Welding Instructor
Jennifer Buchwalter, Residence Assistant
Lenora Cook, Dean of Technical Education
Derek Champlin, Residence Assistant
Kate Covington, Director of Residential Life
Aaron Hopkins, Residence Assistant
Todd Hughes, Director of Information Technology
Marianne Lawrence, Residence Assistant
Deanna Mann, Dean of Institutional Effectiveness & Enrollment Services
Cathy McKinley, Dean of Continuing Education and Community Services
Michael Morales, Residence Assistant
Janice Nunn, College Health Nurse
Larry Pander, Fire Science Instructor
Trenton Pitton, Residence Assistant
Steve Quakenbush, Director of Information Services and Publications
Jake Ripple, Assistant Athletic Director/Sports Information Director
Ryan Ruda, Dean of Student Services
Kassidy Sandoval, Residence Life Assistant
Cricket Turley, Director of Human Resources
Derrek Thompson, *Garden City Telegram*
Dee Wigner, Executive Dean of Administrative Services
Jamal Wildgoose, Residence Assistant

Chair Clifford issued an official welcome to Dr. Joseph Emmons of Lawrence as interim president. Emmons began work on Tuesday afternoon. Chair Clifford expressed the Board's thanks to Emmons for coming and in turn Emmons told members of his pleasure at being selected for the interim position.

6:00 PM Budget Hearing for 2010-2011 budget

Chair Clifford called the budget hearing to order and asked for comments or questions regarding the 2010-2011 budget, which had been reviewed in depth at the budget retreat held on July 14 and published in the *Garden City Telegram* July 26. Chair Clifford noted that this would be the third consecutive year that GCCC has drawn on reserves as a means of keeping taxes low. There were no comments or questions from the public.

MOTION:

Worf moved, seconded by Douglas, that the Board of Trustees certify that the budget hearing was held, that the budget was duly approved and adopted as the maximum expenditure for the various funds for the year 2010-2011, and the amounts of 2010 tax to be levied is within statutory limitations (General Fund, \$8,642,633 with an estimated mill levy of 19.12 mills; and Capital Outlay Fund, \$486,829, with a mill levy of 1.08 mill). Further, that the General Fund Operating Budget be set at \$15,799,233, which includes up to \$622,537 of cash reserve expenditures.

Motion carried 5-0

COMMENTS FROM THE CHAIR:

Chair Clifford called the regular session to order at 6:15 P.M. and added the following items/revisions to the consent agenda:

Item E – Revision to state “Approval of ACCT Agreement”

Add Item G – “Approval of Interim Service Agreement with Dr. Joseph W. Emmons”

Add Item H – “Approval of Housing Lease Agreement”

- Chair Clifford expressed thanks to all staff and faculty for all their hard work during the time of hiring an interim president. Clifford personally thanked the Executive Team consisting of Dee Wigner, Kevin Brungardt, Lenora Cook and added that appreciation for Cathy McKinley, Deanna Mann, Ryan Ruda, Cricket Turley and Debbie Atkinson.
- August 13 in-service program, Chair Clifford, Ron Schwartz, Merilyn Douglass, and Terri Worf will be attending.
- August 16, Welcome Back picnic; please let Debbie know if attending.
- August 18, Classes begin

OPEN COMMENTS FROM PUBLIC:

There were no persons registered for comments.

CONSENT AGENDA

Chair Clifford requested a motion to approve Consent Agenda as revised and added to.

Motion:

Schwartz moved, seconded by Douglass, that the Consent Agenda items be approved with revision of Item E to read “Approval of ACCT Agreement, and addition and approval of Item G “Approval of Interim Service Agreement with Dr. Joseph W. Emmons, and Item H “Approval of Housing Lease Agreement”.

Motion carried 5-0

Approved actions follow:

(A) APPROVED MINUTES of previous meetings (July 14, 2010, July 21, 2010, July 28, 2010, July 29, 2010) Clifford had previously talked to Debbie about correct wording on the third page of the July 14, 2010 minutes to clarify the motion regarding budget and directive to GCCC Administrative Management Team.

(Supporting documents filed with official minutes.)

(B) APPROVED SUBMITTED FINANCIAL INFORMATION TO THE AUDITOR (Supporting documents filed with official minutes.)

(C) APPROVED PERSONNEL ACTIONS, as presented
(Supporting documents filed with official minutes.)

(D) APPROVAL OF COX COMMUNICATION AGREEMENT, as presented
(Supporting documents filed with official minutes.)

(E) APPROVAL OF ACCT AGREEMENT, as presented.

(Supporting documents filed with official minutes.)

(F) APPROVAL OF DR. JOSEPH EMMONS AS INTERIM SECRETARY TO THE BOARD

(G) APPROVAL OF INTERIM SERVICE AGREEMENT WITH DR. JOSEPH EMMONS, as presented.

(Supporting documents filed with official minutes.)

(H) APPROVAL OF HOUSING LEASE AGREEMENT, as presented.

(Supporting documents filed with official minutes.)

POLICY REVIEW:

MONITORING REPORTS and ENDS REPORT:

Trustees indicated they had received and reviewed monitoring reports (Monthly, Annual, Treatment of People). Trustees acknowledge that the monthly monitoring report is accepted.

There was discussion regarding the annual monitoring report (Treatment of People). Trustees agreed that it is important to build greater trust in the college's governance system. Clifford appointed Brandenburger to review a log of any employee concerns on a monthly basis, and requested data in the next report on handling of any due process claims. Worf suggested creating a means for college personnel to submit any concerns to trustees on an anonymous basis, and Douglass proposed the idea of surveying people across campus on a regular basis. Chair Clifford proposed to not accept the annual report (Treatment of People), and that it be brought back to the Board next month.

(Supporting documents filed with official minutes.)

At this point in the meeting Residential Life Director Kate Covington introduced most of the 2010-2011 resident assistants, who will help operate student housing. These young men and women have come from all over the U.S., with a variety of majors.

BOARD PROCESS AND POLICY GOVERNANCE REVIEW:

Chair Clifford distributed to board members a two year calendar that gave a suggested time line for monitoring reports, in addition to information regarding monitoring in the flow of accountability. A portion of each meeting will be committed to learning more about policy governance.

OWNERSHIP LINKAGE

Thank you was received from Finney County Convention & Tourism Bureau for assistance with the Hunt-Winston Solar Car challenge stop over on campus July 23-24. The family of Joe Johns sent a thank you for a memorial donation in his memory. The Lanny Harvey family expressed appreciation for the plant given in his memory.

Clifford said he had heard concerns about why the campus grass was turning brown. Wigner stated that a pump in well had gone down and had taken time to repair. The well is up and going now and water will be applied to the grass.

(Supporting documents filed with official minutes.)

REPORTS:

Trustees have received numerous information reports as part of the electronic Board packet. A complete report is filed in the electronic Board packet.

- **Incidental Information:**

Recent campus events and developments are attached as part of these minutes.

(Supporting documents filed with official minutes.)

- **Program Review-Student Health Services-Residential Life**

(Supporting documents filed with official minutes.)

Chair Clifford express appreciation for these informative reports. Worf commented that a lot was being done with limited resources.

- **CEO Report:**

Interim president, Dr. Joseph Emmons, expressed his appreciation for the opportunity of serving at GCCC. Emmons stated

that he had a positive impression from everyone he talked to before coming to GCCC and remains very impressed with the college. Emmons told members that he is looking forward to the next several months; adding that he's been meeting employees since arriving on Tuesday, August 10th and plans to meet more during the fall in-service program Friday and a faculty and staff picnic next week.

PRESIDENTIAL SEARCH:

The board also devoted some of the session to the upcoming search for a long-term president, and trustees agreed to meet in a special session at 5:30 p.m. Aug. 18 to share ideas on what qualities they each consider important.

Schwartz suggested the possibility of involving citizen volunteers in the search and selection process, and Worf noted that she has already heard from people advocating that candidates have ties to Kansas. She added, however, that familiarity with communities similar to Garden City might be a more important consideration.

Clifford stated that the board should view this as an opportunity, and as a way of bringing new ideas to the campus. Clifford noted that he has already visited with former board members involved in previous presidential searches. He added that present board members should each draw input from local residents (owners), compiling a list of five requirements or qualities to look for in a CEO for GCCC. Faculty will provide the Board with their suggestions/qualities for CEO by the end of the month.

Clifford confirmed that the Aug. 18 special Board of Trustees meeting will take place in the Broncbuster Room of the Beth Tedrow Student center, at 5:30 PM. However the remaining Special board-Administrative Management Team meetings scheduled for Aug. 25 and Sept. 1 will be cancelled. Next regularly scheduled meeting is September 8th in the Endowment Room of the Beth Tedrow Student center at 5:30 PM.

REPORT FROM FINNEY COUNTY ECONOMIC DEVELOPMENT CORPORATION

Trustee Schwartz reported the following:

- Three Kansas Department of Health and Environment hearings were held last week concerning the Sunflower Electric cooperative's air quality permit application for a new coal-powered generating plant near Holcomb.
- The first hearing in Overland Park drew approximately 300 people, with 44 speaking in favor of the project and 41 opposed.
- The second hearing in Salina, with about 200 on hand, included a majority of witnesses who support the plant.
- The last hearing took place Aug, 5 on the GCCC campus, attracting 125 people, with all but three speakers in favor.
- Proponents are anticipating a decision from the KDHE before Jan. 1.
- FCEDC is in process of writing an assistance policy manual to show partners and community a set procedure to follow in the recruitment of businesses.
- Still a couple of light manufacturing businesses that are interested in Garden City.
- Finalizing two retail businesses, Peerless Tire and Little Caesars Pizza.
- Aaron's Sales and Lease has started ground work on their new building by the Staples retail store.

Chair Clifford adjourned the meeting at 7:35 PM.

UPCOMING CALANDAR EVENTS:

<u>Sept 8th</u>	Regular monthly meeting at 5:30 PM Endowment Room
<u>Oct 13th</u>	Regular monthly meeting at 5:30 PM
<u>Oct 14th-15th</u>	Oct 14 th NO CLASSES/Faculty Work Day – Oct. 15 th Faculty Holiday NO CLASSES – OFFICES OPEN
<u>Oct 20th-23rd</u>	ACCT 41 st Annual Community College Leadership Congress-Toronto, Canada, Ron Schwartz attending.
<u>Nov. 24th-26th</u>	Thanksgiving Break begins-NO CLASSES - OFFICES CLOSED
<u>Dec.13th-15th</u>	Final Exams
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Debra J. Atkinson
Deputy Clerk

Joseph W. Emmons, Ed.D
Secretary

William S. Clifford MD
Chair of the Board

**SPECIAL MEETING OF TRUSTEES
OF
GARDEN CITY COMMUNITY COLLEGE**

Wednesday, August 18, 2010

TRUSTEES PRESENT:

Della Brandenburger, William S. Clifford, Ron Schwartz, Terri Worf

TRUSTEES ABSENT:

Merilyn Douglass, Steve Sterling

OTHERS PRESENT:

Debra Atkinson, Deputy Clerk

Kevin Brungardt, Dean of Academics

Leonard Hitz, Garden City resident

Deanna Mann, Dean of Institutional Effectiveness & Enrollment Services

Linda Morgan, Department of Public Safety Instructor/Director, Faculty Senate President

Steve Quakenbush, Director of Information Services and Publications Instructor

Derreck Thompson, *Garden City Telegram*

Cricket Turley, Director of Human Resources

Dee Wigner, Executive Dean of Administrative Services

The Board of Trustees met in special session at 5:30 p.m. on August 18, 2010, in the Broncbuster room of the Beth Tedrow Student Center.

CALL TO ORDER:

Chair Clifford called the meeting to order at 5:35 p.m. and thanked everyone for coming.

COMMENTS FROM THE CHAIR:

- Classes began at GCCC today, Aug. 18.
- SGA is sponsoring a welcome back picnic for the GCCC campus community in the Beth Tedrow Student Center Aug. 19.
- Free Market at 5:00 p.m., Aug. 19 in the Portico of the Beth Tedrow Student Center. Organizations involved include SGA, Women's Soccer, Women's Basketball, Student Support Services and Kansas National Education Association-Student Program.
- Congratulations to Cricket Turley on successful in-service on Aug. 13. Extend thanks to Linda Morgan for excellent cheerleading, much appreciated.
- Brown and Gold scrimmage Aug. 21, Memorial Stadium at 7:00 p.m., with watermelon feed to follow. First home football game is 7:00 p.m. Aug. 28.
- Broncbuster Buddy Day is 6:15 p.m. Sunday, Aug. 22, dinner followed by drills at 8:00 p.m.

CONSENT AGENDA

Chair Clifford asked for a motion approving the Consent Agenda.

MOTION:

Schwartz moved, seconded by Worf, that consent agenda items be approved as presented.

Motion carried 4-0

Approved actions follow:

APPROVAL OF ADJUNCT PERSONNEL CONTRACTS

(Supporting documents filed with official minutes.)

OPEN COMMENTS FROM THE PUBLIC:

Chair Clifford noted Leonard Hitz, Garden City resident; veteran volunteer and member of the Broncbuster Athletic Association had requested time on the agenda to address the Board.

Hitz suggested that campus and community pride in the college has declined in recent years. Hitz encouraged the board to consider a president who will restore campus and community pride. Hitz additionally advocated greater focus on Broncbuster athletic mascot, brown and gold school colors, watering of campus lawns and attendance at athletic events, all as pride-building measures. Hitz thanked the members of the Board for their time and consideration.

OPEN SESSION-DISCUSSION PRESIDENTIAL SEARCH:

Chair Clifford distributed copies of notes from the files of Steve Quakenbush, regarding the GCCC 2000 presidential search, for Board review. Members concluded that individuals from throughout the community should be recruited to help with the search and selection process.

Trustee Schwartz shared recollections from Mary Beth Williams, a former board member who played a leading role in the 2000 presidential search process. Schwartz told members that Williams said the top priority should be to find someone who truly believes in the college's community involvement.

Chair Clifford asked board members at the meeting to suggest presidential qualities they felt would be important in choosing a president. Based on comments and suggestions from citizens in the community as well as their own judgment, members on hand listed transparency, experience with diversity, financial management, marketing and policy governance as important qualities of the next president.

College administrative personnel suggested a number of presidential characteristics as well, including vision, strategic planning and team-building skills, people skills, adaptability, athletic program experience, experience with adult education programs, experience with community service programs, and someone who employs an open door policy.

Suggestions also included someone who shares mutual respect, considers all perspectives in making decisions, helps staff and faculty members develop themselves, understands athletic traditions and believes in the community college mission and values.

Linda Morgan, criminal justice instructor and Faculty Senate President, told the board that teachers believe the next president should have significant classroom experience, an open mind, financial ability, honesty, approachability, a strong work ethic, combined technical and academic experience, a desire to interact with students, and a combination of big-picture vision and attention to detail, plus flexibility and political savvy.

Other qualities the faculty would like to see include a commitment to managing with trust, the willingness to listen and negotiate, and an emphasis on higher education.

Trustees also focused on what kind of search process to use. Trustee Worf suggested talking with other colleges that have conducted presidential searches. Trustee Schwartz recommended using the Association of Community College Trustees, or an organization known as the Pauly Group, to check candidate backgrounds.

Chair Clifford noted that he believes the right candidate may not be available in the middle of an academic year and suggested that it could take as long as a year. Trustees agreed that while the presidential search is conducted that the college is in good hands. Trustees stated that they were confident that Dr. Joseph Emmons, interim president, is very capable of running the college.

Chair Clifford stated that he would like input from the two absent trustees and will begin synthesizing the suggested qualities.

Board members agreed to bring possible search committee names to the next regular meeting, which is scheduled for 5:30 p.m. Sept. 8 in the Endowment Room of the Beth Tedrow Student Center. Chair Clifford also asked Debbie Atkinson to contact GCCC Student Government Association for student perspectives on presidential qualities and to share them at the Sept. 8 meeting.

MOTION:

Brandenburger moved, seconded by Worf, to adjourn the meeting.

Motion carried 4-0

Meeting adjourned at 6:30 p.m.

UPCOMING CALANDAR EVENTS:

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Debra J. Atkinson
Deputy Clerk

Joseph W. Emmons Ed.D.
Secretary

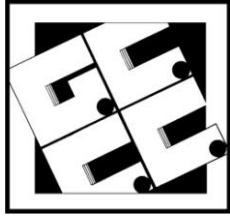
Dr. William S. Clifford
Chair of the Board

As of 8/31/2010

		Amount	% Rate
Cash in Bank:	Commerce Bank	\$ 363,929.29	0.0000%
	State Municipal Invest. Pool	\$ 215,488.84	0.1030%
	Landmark National Bank	\$ 3,087,421.94	0.1800%

Investments:

Institution	Type	Amount	% Rate	Beg. Date	End Date
Western State Bank	CD	\$ 1,000,000.00	1.9000%	10/20/2009	10/19/2010
Commerce Bank	CD	\$ 2,000,000.00	0.3990%	4/29/2010	10/29/2010
First National Bank	CD	\$ 1,000,153.42	0.8000%	5/6/2010	11/4/2010
Commerce Bank	CD	\$ 2,000,000.00	0.8560%	4/29/2010	4/29/2011
First National Bank	CD	\$ 1,001,641.00	0.9500%	5/6/2010	5/5/2011



Garden City COMMUNITY COLLEGE

September 1, 2010

To: Board of Trustees
From: Cricket Turley, Director of Human Resources

New Hire

Megan Becker, Child Care Assistant, effective August 10, 2010
Matt Quint, Groundskeeper, Baseball, effective August 16, 2010
Trent Wolf, Super Circuit, effective August 10, 2010
Karen Canales, KANCO Asst Site Coordinator, effective August 30, 2010
Christopher Bell, SWKRPC Community Prevention Assistant, effective September 1, 2010

Separations

Jay Gundy, Assistant Baseball Coach, effective August 10, 2010
Abdi Mohamed, Somali Refugee Caseworker, effective August 24, 2010

Retirement

Cyd Vagher, Fiscal Operations Manager, effective January 31, 2011

Transfers/Promotions

Vacancies

Webmaster
ETS Advisor
Comptroller
SSS Academic & Retention Advisor
Adjunct Fire Instructor
Director, Physical Therapist Assistant Program

Diversity Recruitment Opportunity

In researching effective ways of advertising GCCC faculty and other professional position vacancies, a more affordable alternative emerged recently. We place our national position advertising with a leading website called HigherEdJobs.com, and now the HEJ site has added an additional service. When we place a 60-day vacancy posting we are now having the same advertisement e-mailed to approximately 142,000 professionals who have identified themselves as minority educators seeking employment. The e-mail message allows interested professionals to contact us directly, and it also includes a link to the HEJ site, which allows an interested applicant to navigate to the GCCC website and apply online.

**GARDEN CITY COMMUNITY COLLEGE
PAYMENTS TO OUTREACH CENTERS
FOR FACILITY USAGE
SUMMER SEMESTER 2010
(Presented for approval at 9/8/10 Board Meeting)**

Location	Total Student Cr. Hr.	Rate of Pay	Total
USD 482 (Dighton)	15	\$5.00	\$ 75.00
USD 200 (Tribune)	18	\$5.00	<u>\$ 90.00</u>
TOTALS	121		\$ 165.00

11-00-0000-42002-6620

c: Brungardt
Vagher (P.O.'s)
Wigner

**GARDEN CITY COMMUNITY COLLEGE
 ADJUNCT / OUTREACH CONTRACTS - RECEIVED
 10SUR
 From: 08/12/10 - 08/31/10**

INSTRUCTOR	CLASS	AMOUNT	LEVEL/ SEMESTERS
MAIN			
0044339	Crain, Terry		
	Industrial Boiler Operator I	\$1,802.25	02/7
	2.67 FLC X \$675.00 (4 Students)		
	INPR-217-8K (8/9/2010 - 8/13/2010)		
	11-00-0000-12272-5230		
0044339	Crain, Terry		
	PSM/RMP for NH3 Operations	\$1,802.25	02/7
	2.67 FLC X \$675.00 (14 Students)		
	INPR-216-8I (8/2/2010 - 8/6/2010)		
	11-00-0000-12272-5230		
TOTAL ADJUNCT FACULTY CONTRACTS		\$3,604.50	



**GARDEN CITY COMMUNITY COLLEGE
OUTREACH COORDINATOR
2010-2011 ANNUAL CONTRACTS
(For Approval at 09/08/10 Board Meeting)**

Coordinator	Location	U.S.D.	Yrs. of Service	Payment Per Semester
Lisa K. Bowser	Deerfield	216	1	\$200 base pay + \$5.91/cr. hr. generated
Debra D. Dowell	Dighton/ Healy	482/ 468	11	\$200 base pay + \$7.11/cr. hr. generated
Jennifer L. LaSalle	Holcomb	363	3	\$200 base pay + \$6.15/cr. hr. generated
Praveen K. Vadapally	Lakin	215	3	\$200 base pay + \$6.15/cr. hr. generated
Janis M. Kreutzer	Leoti	467	10	\$200 base pay + \$6.97/cr. hr. generated
Elizabeth L. Hess	Scott City	466	1	\$200 base pay+\$5.91/cr. hr. generated
Ron Ewy	Syracuse	494	4	\$200 base pay + \$6.27/cr. hr. generated
William H. Wilson	Tribune	200	5	\$200 base pay + \$6.40/cr. hr. generated

11-00-0000-42002-5160

MEMO

Date: August 2, 2010
To: Board of Trustees
From: Kevin Brungardt
Subject: EduKan Interlocal Agreement

On July 27, 2010, the EduKan consortium presidents met and discussed the Interlocal Agreement dealing with the legal operation of EduKan

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT FOR THE FORMATION AND
OPERATION OF WESTERN KANSAS COMMUNITY COLLEGE
VIRTUAL EDUCATION CONSORTIUM**

THIS AMENDED AND RESTATED AGREEMENT, dated July 1, 2010, is entered into by and among the Founding Members as set forth herein (hereinafter collectively referred to as the "Founding Members" and individually as "Founding Member").

WITNESSETH:

WHEREAS, the Founding Members, as set forth on Exhibit "A," entered into Interlocal Cooperation Agreement for the Formation and Operation of Western Kansas Community College Virtual Education Consortium on July 1, 2002 pursuant to K.S.A. 12-2901, *et seq*; and,

WHEREAS, the Founding Members now wish to amend and restate the Interlocal Cooperation Agreement for the Formation and Operation of Western Kansas Community College Virtual Education Consortium (referred to hereafter as "Interlocal Cooperation Agreement") that formed a separate legal entity known as Western Kansas Community College Virtual Education Consortium (hereinafter referred to as WKCCVEC); and,

WHEREAS, the purpose of WKCCVEC is to serve as an instrument of cooperation among the Founding Members and Associate Members, if any, on the design and delivery of distance education courses, programs and degrees through the respective Founding Members and Associate Members, if applicable; and,

WHEREAS, the Founding Members have combined and shared their financial, physical and intellectual resources and expenditures of the individual Founding Members to realize a broader base of support and cooperation through the affiliation of the Founding Members, and,

WHEREAS, the Founding Members wish to amend and restate the Interlocal Cooperation Agreement and substitute this amended and restated agreement in its entirety for the current Interlocal Cooperation Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual conveyance herein contained, and all other valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
Organizational Matters

I. **Agreement.** The Founding Members hereto hereby agree to amend and restate the Interlocal Cooperation Agreement, all upon the terms and conditions herein contained.

SECTION 1.01. **Organization, Composition and Nature of Legal Entity.** The Founding Members hereby formed, by Interlocal Cooperation Agreement, a separate legal entity to be known as Western Kansas Community College Virtual Education Consortium. The separate legal entity shall constitute a body corporate and politic, and shall have, in addition to other powers reasonably necessary to the exercise of its function under this Agreement, all powers as set forth in K.S.A. 12-2904a. The rights and obligation of the Founding Members and Associate Members, and the affairs of WKCCVEC, shall be governed by the mandatory provisions of the Interlocal Cooperation Act (referred to as “Act”) and by this Interlocal Cooperation Agreement. In the event there is a conflict between Interlocal Agreement and the Act, the provision of the Act shall take precedent over the terms of this Agreement.

SECTION 1.02. **Name.** The name of the legal entity shall be Western Kansas Community College Virtual Education Consortium. The entity may operate under that name or any variation thereof, including WKCCVEC or EduKan, or any of the name or names deemed advisable by the Founding Members.

SECTION 1.03. **Duration.** WKCCVEC became effective upon inception and shall continue until otherwise dissolved in accordance with the provisions set forth herein.

ARTICLE II ***Purpose***

SECTION 2.01. **Purpose of the Consortium.** The purpose of WKCCVEC shall be to serve as an instrument of cooperation among the Founding Members on the design and delivery of distant educational courses, programs, and degrees by and through the Internet. Through this Agreement, the Founding Members shall expand distant educational programs and increase the effectiveness of the individual Founding Members by combining, coordinating and eliminating duplication of efforts among the Founding Members and the providing of such distant educational courses, programs, degrees and other services as needed. Distant education programs shall provide a broader base and greater convenience in education of the Founding Members’ students, either traditional or nontraditional, and provide greater public access to the educational institution.

ARTICLE III ***Membership***

SECTION 3.01. **Membership.** Any community colleges or other educational institutions located within the United States, which are in good standing and fully accredited, may subscribe to membership in WKCCVEC. There shall be two classes of membership: Founding Members and Associate Members (collectively referred to herein as Members or individually as Member). Founding Members shall consist of those community colleges that originally formed the consortium as listed on Exhibit A attached hereto and incorporated herein by reference. Associate Members shall include all persons, firms, associations, companies, or bodies politic or subdivisions that seek the services of the consortium in providing distant educational courses,

programs and degrees by and through the internet as the Board of Directors may determine from time to time. All Founding Members shall be voting members. Associate Members shall not have the right to vote.

SECTION 3.02. **Membership Approval.** Eligible applicants for Associate Membership shall be approved by the Board of Directors and shall pay a membership fee at such rate, or rates, as may be determined by the Board of Directors from time to time. Applications for Associate Membership shall be made in writing to the Board of Directors and the application shall be regarded as a guarantee on the part of the applicant of its concurrence with the purposes of WKCCVEC and of its adherence, if approved, to this Agreement and the rules, policies and regulations set by the Board of Directors for Associate Members. Approval of Associate Membership shall require a majority vote of the Board of Directors.

SECTION 3.03. **Expulsion.** Members of any class may be expelled by the Board of Directors for cause. A two-thirds vote of the Board of Directors shall be necessary to expel a Member for cause, other than for failure to maintain eligibility for membership or for nonpayment of financial obligations which shall require mandatory expulsion. Expulsion for cause shall terminate the Member's membership and shall work as a complete and full forfeiture of any interest the expelled Member may have in and to WKCCVEC and the property or rights thereof, and the Member thereafter shall have no further interest or rights herein. Any Associate Member shall be a member for no longer than one year unless the term of membership is extended by the Board of Directors for no more than one year at a time. The Board of Directors can extend the Associates Members membership for an unlimited number of one year extensions.

ARTICLE IV ***Board of Directors***

SECTION 4.01. **General Powers.** The business and affairs of the WKCCVEC shall be managed and controlled by the Board of Directors. Each Founding Member shall be entitled to and shall designate a representative to serve as director on the Board of Directors. The Founding Member may remove and replace its Director from time to time, and may name an alternate to appear on its behalf in the absence of its named representative.

SECTION 4.02. **Regular Meetings.** A regular meeting shall be held by the Board of Directors from time to time, but no less often than once each quarter of the calendar year. The time and place of the regular meeting shall be as provided by resolution by the Board of Directors, and in the absence of such designation, as determined by the President.

SECTION 4.03. **Special Meetings.** Special meetings of the Board of Directors may be called at the request of the President or any two (2) Directors. The person or persons authorized to call a special meetings of the Board of Directors may fix any place within the State of Kansas as the place for holding a special meeting of the Board of Directors called by them, and if no place is fixed, then the place of meeting shall be at the place normally designated by the Board of Directors for purposes of holding regular meetings.

SECTION 4.04. **Notice; Waiver.** Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally to each director at his or her business address by personal delivery, mail or by any means of electronic transmission. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting that is not lawfully called or conveyed. Whenever any notice is required, a waiver in writing, signed at any time, whether before or after the meeting, by the director shall be deemed equivalent to its giving of such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified with a notice or waiver of such meeting.

SECTION 4.05. **Quorum.** A two thirds (2/3) majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the directors present (though less than such quorum) may adjourn the meeting from time to time without further notice.

SECTION 4.06. **Manner of Acting.** The act of the majority of the directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, unless the act of a greater number is required herein.

SECTION 4.07. **Conduct of Meeting.** The President, and in his absence, the Vice President or any director chosen by the Board of Directors present, shall call the meetings of the Board of Directors to order and shall act as chairperson of the meeting. The secretary of the WKCCVEC shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any assistant secretary or any director or any other person present to act as secretary at the meeting.

SECTION 4.08. **Vacancy.** Any vacancy occurring in the Board of Directors shall be filled by the Founding Member from whom the vacancy occurred.

SECTION 4.09. **Committees.** The Board of Directors by resolution adopted by affirmative vote of a majority the directors may designate one or more committees. The Board of Directors may create an executive committee which shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the WKCCVEC. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member at any meeting of such committee, upon the request by the President or upon the request by the chairman of such committee.

SECTION 4.10. **Consent without meeting.** Any action required or permitted herein may be taken by the Board of Directors at a meeting or by resolution without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the directors then in office.

SECTION 4.11. **Indemnity of Directors.** WKCCVEC shall provide indemnity to the officers and directors as follows:

(A) WKCCVEC shall indemnify each person (and the heirs and legal representatives of such person) who is or was a director or officer of the WKCCVEC against any and all liability and expense actually and reasonably incurred by him in connection with or resulting from any claim, action, suit or proceeding (whether brought by or in right of WKCCVEC), civil, criminal, administrative or investigative, or threat thereof, or in connection with an appeal relating thereto, in which he may be involved, as a party or otherwise, by reason of his being or having been a director, officer or authorized representative, or by reason of any past or future action or omission (including those antedating the adoption of this Agreement) by him in such capacity, whether or not he continues to be such at the time such liability or expense is incurred; provided such person has not been shown to have failed to exercise good faith in what he reasonably believed to be the best interest of WKCCVEC, and in addition, with respect to any criminal action or proceeding, in which he had reasonable cause to believe that his conduct was not unlawful.

(B) To the extent such a director or authorized representative has been successful on the merits or otherwise with respect to any claim, action, suit or proceeding, he shall be indemnified against any and all liability and expense actually and reasonably incurred by him in connection therewith.

(C) As used in this section, the terms “liability” and “expense” shall include, but not be limited to, counsel fee and disbursements and amounts of judgments, fines or penalties against, and any amounts paid in settlement by or on behalf of any director, officer or authorized representative.

(D) The termination of any claim, action, suit or proceeding, or threat thereof, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of guilty or no low contender, or its equivalent, shall not of itself create a presumption that a director, officer or authorized representative did not meet the standards of conduct set forth above.

(E) WKCCVEC may advance expenses to, or where appropriate may itself at its expense undertake the defense of, every such person prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he is entitled to indemnification under this section.

(F) Any indemnification hereunder (unless ordered by a court) shall be made at the direction of WKCCVEC, but only as authorized in a specific case upon a determination that indemnification of such person is proper in circumstances because it has not been shown such person failed to meet the applicable standards of context set forth above. Such determination shall be made, first, by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such claim, action, suit or proceeding, or second, if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel (in a written opinion) selected by the directors.

(G) The rights of indemnification provided in this section shall be an addition to any rights to which such person concerned may otherwise be entitled by contract or under any

agreement, as a matter of law, vote of members or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office; and, irrespective of the provisions of this section, the Board of Directors may, at any time and from time to time, approve indemnification of directors, officers or authorized representatives to the full extent permitted by the provisions or the statutes of the State of Kansas at that time in effect, whether on account of past or future transactions.

(H) WKCCVEC may similarly indemnify particular agents or employees (and the heirs and legal representatives of such persons) of WKCCVEC, but such indemnification shall rest solely in the discretion of the Board of Directors.

ARTICLE V *Officers*

SECTION 5.01. **Board Officers.** The principal officers of WKCCVEC shall be President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. Such other officers, including an executive director, and an assistant officer as may be deemed necessary, may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Vice President.

SECTION 5.02. **Election and Term of Office.** The officers of WKCCVEC to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first regular meeting of the Board of Directors after the beginning of each fiscal year. A fiscal year shall be deemed to be from July 1 to June 30 of each year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as it conveniently may be held. Each officer shall hold office until his successor shall have been elected, or until his death or resignation, or until he shall have been removed in the manner hereinafter provided.

SECTION 5.03. **Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of WKCCVEC will be served thereby, and such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create a contract right.

SECTION 5.04. **Vacancy.** A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the official term.

SECTION 5.05. **President.** The President, unless otherwise determined by the Board of Directors, shall be the principal executive officer of WKCCVEC and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of WKCCVEC. He shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of WKCCVEC as he shall deem necessary, to prescribe their powers, duties and compensation and to delegate authority to them, including Chief Executive Officer. Such agents and employees shall hold office at the discretion of the

President. He shall have authority to sign, execute and acknowledge, on behalf of WKCCVEC, all deeds, mortgages, bonds, stock certificates, proxies, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of regular business, or which shall be authorized by resolution of the Board of Directors; and, except as otherwise provided by law or the Board of Directors, he may authorize any vice-president or other officer or agent of WKCCVEC to sign, execute and acknowledge such documents or instruments in his place and stead. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5.06. ***Vice Presidents.*** In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

SECTION 5.07. ***Secretary.*** The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (c) keep a register of the post office address of each member; and (d) in general, perform all duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

SECTION 5.8. ***Treasurer.*** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of WKCCVEC; receive and give receipts for monies due and payable to WKCCVEC from any source whatsoever, and deposit all such monies in the name of WKCCVEC in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (b) in general, perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

SECTION 5.9. ***Chief Executive Officer and Other Assistants.*** The Board of Directors shall have the power to create and appoint any person to the position of Chief Executive Officer or assistant to any officer, and to determine the duties of office. Such Chief Executive Officer, assistant or acting officer so appointed by the Board of Directors shall have the power to perform all the duties as determined by the Board of Directors to which he is so appointed, except as such power may be otherwise defined or restricted by the Board of Directors.

ARTICLE VI
Contracts, Loans, Checks and Deposits;
Special Consortium Acts

SECTION 6.01. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of WKCCVEC, and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments or assignments or pledges made by WKCCVEC shall be executed in the name of WKCCVEC by the President or the Vice-President and by the Secretary and Treasurer, when necessary or required, and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers.

SECTION 6.02. **Loans.** No indebtedness for borrowed money shall be contracted on behalf of WKCCVEC and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

SECTION 6.03. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of WKCCVEC, shall be signed by such officer or officers, fiscal agent or agents of WKCCVEC and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

SECTION 6.04. **Deposits.** All funds of WKCCVEC not otherwise employed shall be deposited from time to time to the credit of WKCCVEC in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

SECTION 6.05. **Contracts with Affiliates.** WKCCVEC may enter into contracts with affiliates only if approved by majority vote of the Board of Directors. Affiliate refers to any Member hereof and any employee or agent of such Member, including faculty of the Member, unless otherwise precluded from doing so by agreement between the faculty member and the Member.

SECTION 6.06. **Insurance.** WKCCVEC shall obtain and maintain such insurance and sureties as the Board of Directors shall deem reasonable and prudent, including workers compensation, liability, directors and officers errors and omission and such other related insurance coverage.

ARTICLE VII

Fiscal Year

The fiscal year of WKCCVEC shall begin on July 1 and end on the following June 30.

ARTICLE VIII

Amendments

SECTION 8.01. ***Procedure.*** This Agreement may be altered, amended or appealed by the mutual agreement of all Founding Members.

ARTICLE IX

Financing of Cooperative Undertaking and Maintaining Budget

SECTION 9.01. ***Financial Commitment.*** Each Founding Member by execution of this Agreement agrees to pay its aliquot share of the cost of operating WKCCVEC as determined by the fiscal budget submitted to the Founding Members prior to the beginning of each fiscal year. WKCCVEC shall submit its anticipated financial needs for the ensuing fiscal year to each Founding Member at least (60) sixty days prior to the beginning of each fiscal year. The Founding Member shall then have until the beginning of the fiscal year to accept or reject its commitment and agreement to pay its aliquot share of the budgeted amount. Should the Founding Member fail to take any such action, then the Founding Member shall be deemed to have accepted the budget request and agreed to pay its aliquot share of the budget amount within thirty (30) days of the beginning of the fiscal year. Any Founding Member's acceptance of the budgeted amount shall limit the Founding Member to an amount no more than its aliquot share of the budgeted amount.

SECTION 9.02. ***Fiscal Agent.*** The Board of Directors shall name a person or entity, which may include a Founding Member, as the fiscal agent for WKCCVEC who shall serve as fiscal agent until otherwise removed by the Board of Directors. The fiscal agent shall receive and collect all funds otherwise due WKCCVEC and, subject to the oversight of the Treasurer, shall be responsible for the use of all funds which shall be used for legitimate purposes of WKCCVEC in accordance with the budgetary requirements as set forth in the fiscal budget. The fiscal agent shall be subject to an independent audit conducted annually at the request of the Board of Directors.

SECTION 9.03. ***Enrollment Fees.*** As contemplated by this Agreement, the students of the individual Founding Members and Associate Member, if applicable, shall enroll with the individual Member for purposes of taking those courses offered by the Member through the on-line services provided by WKCCVEC. All student fees, and state aid, or the equivalent thereof, derived by the enrollment of the student in the on-line course shall be collected by the Member, if applicable, and submitted to the fiscal agent to be used for the administration and operation of WKCCVEC.

SECTION 9.04. ***Limitation and Liability.*** Notwithstanding anything to the contrary herein, a Founding Member or Associate Member shall not be personally liable for any debts, liabilities, or obligations of WKCCVEC, to any of the other Members, or to creditors of WKCCVEC, and shall not be obligated to restore deficits arising out of the operation. A Founding Member's liability for obligations of WKCCVEC is limited to payment of its aliquot share of the annual budget.

SECTION 9.05. ***Records and Accounting.*** WKCCVEC shall keep or cause to be kept appropriate books and records with respect to the WKCCVEC's business including, without

limitation, all books and records necessary to provide the Founding Members any reasonable information to fully inform the Founding Members on the operation and expenditures of WKCCVEC. The books shall be kept at the principle offices of the fiscal agent or at such other places as the Board of Directors deem reasonable and appropriate to carry out the business of WKCCVEC. Any records maintained by the fiscal agent or WKCCVEC in the regular course of its business may be kept on, or be in the form of, magnetic tape, photograph, micrographics and any other informational storage device, provided that the records are so kept are convertible into clearly legible written form within a reasonable time. The books of the WKCCVEC shall be maintained, for regulatory and financial reporting purposes, on such basis and accounting as may be determined by the Board of Directors.

ARTICLE X

Admission of Additional Members

SECTION 10.01. ***Admission of New Members.*** Upon a majority vote of the Board of Directors, additional Founding Members or Associate Members may be admitted to WKCCVEC subject to the conditions of and in the manner permitted under this Agreement.

SECTION 10.02. ***Eligibility Requirements of Membership.*** No person may be admitted as a Member unless such person is a “public agency” or “private agency” as defined by K.S.A. 12-2903. Nor shall a person be admitted as a Member if such admission would materially, adversely affect the viability of the legal entity created herein or its capability to conduct the joint and cooperative undertaking as contemplated by the parties and as authorized by the Act. Nor shall a Member which is an educational institution be admitted to WKCCVEC if the institution is not fully accredited or its admission would materially, adversely affect the accreditation of the existing Members.

SECTION 10.03. ***Restriction on Transfer.*** No Member may transfer, assign or otherwise convey its Membership interest or rights herein.

SECTION 10.04. ***Effective Date.*** The admission of a new Founding Member or Associate Member shall become effective on the first day of the ensuing fiscal year after approval unless otherwise authorized by the Board of Directors. Any new Associate Member admitted shall agree to be committed to WKCCVEC and shall remain an Associate Member for a minimum of one fiscal year. Any Founding Member may withdraw from WKCCVEC by providing at least ninety (90) days written notice prior to the end of the fiscal year. Otherwise, the Founding Member shall be deemed to have agreed to remain a Founding Member for the next succeeding fiscal year. Any Founding Member which elects to withdraw from WKCCVEC shall not be entitled to receive a distribution of excess cash or any allocation of revenue generated during the proceeding years of operation. The withdrawing Founding Member shall upon termination of membership be totally divested of any interests or rights in WKCCVEC.

ARTICLE XI

Dissolution and Liquidation

SECTION 11.01. ***Dissolution.*** WKCCVEC shall terminate and dissolve upon a two-thirds majority vote of the Founding Members.

SECTION 11.02. ***Liquidation.*** Upon termination of WKCCVEC, a liquidator or liquidating committee approved by the Board of Directors shall be responsible for liquidation. The liquidator shall be entitled to receive such compensation for its services as may be approved by the Board of Directors. Except as otherwise restricted by the Board of Directors, the liquidator appointed shall have and may exercise without further authorization or consent of any of the Founding Members hereto, all of the power to the extent necessary, in the good faith judgment of the liquidator, to carry out any of the duties and functions of the liquidation hereunder for and during such periods at the time as shall be reasonably required in good faith judgment of the liquidator to complete the winding up and liquidation of WKCCVEC. The liquidator shall, subject to all limitations placed on the powers and rights of the Founding Members acting herein, liquidate the assets of WKCCVEC, and apply and distribute the proceeds of such liquidation, together the remaining funds for distribution, in the following order of priority, unless otherwise required by mandatory provisions of the Act:

(A) To those liabilities of creditors, in the order of priority provided by law, including those liabilities to Members which may be otherwise due.

(B) The balance of the property to the public agencies that are Founding Members, if and when at any time no bond, note or other indebtedness of WKCCVEC is not currently outstanding and unpaid. The liquidator shall not distribute any property for the benefit of any private individual, corporation or association other than for fair value received.

Unless the Founding Members shall unanimously otherwise determine, all of the distribution shall be made in cash, except for courses developed for on-line instruction. As for courses developed by a Founding Member, the course shall be transferred to the Founding Member that developed the course.

ARTICLE XII ***Curriculum***

SECTION 12.01. ***Course Development.*** WKCCVEC and the individual Founding Member educational institutions shall cooperate in the joint development of educational courses to be offered on-line through the respective Founder Member's educational institutions and Associate Member educational institutions as determined by the Board of Directors. No course shall be offered which is not accredited nor meets the minimum educational standards for the State of Kansas and such other rules and regulations as may be promulgated by the Board of Regents or State Board of Education, where applicable.

SECTION 12.02. ***Course Offerings.*** All on-line courses shall be offered to students through the Founding Member's educational institution and Associate Members, if applicable. No courses will be offered directly by WKCCVEC to a student, nor is a Member required to

offer a course which may be offered through WKCCVEC. The determination of what courses will be offered through the Founding Member shall be made by the Founding Member in its sole discretion and determination. Nor shall WKCCVEC offer courses or be operated in a manner which may jeopardize state funding or accreditation of the Founding Member or would be inconsistent with the purpose and mission of public education within the State of Kansas.

SECTION 12.03. **Confidentiality.** Members recognize that each shall come into possession of information and know how that comprises valuable trade secrets and other confidential information (“Confidential Information”) which is exclusively owned by WKCCVEC. Members expressly acknowledge that Confidential Information is being and will be disclosed to them under conditions of confidentiality, and agree they shall not disclose Confidential Information to any third party during the term of this agreement, and for a period of five (5) years following the termination of the Member’s membership. Members may disclose Confidential Information only to their staff and employees who need to know the Confidential Information in order to serve the purposes for which this Agreement is intended; provided however, Members shall require their staff and employees to keep the information confidential to the same extent required of the Members. Furthermore, the Members acknowledge WKCCVEC has developed and will be developing course content and materials, including graphical and pictorial material, text based lectures and weekly lecture notes, supplemental readings and other materials as required by the nature of the course, and bi-products generated through the interaction between students and between students and faculty. Members recognize and agree such course content and materials are owned by WKCCVEC and it shall retain its ownership rights therein, including any patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, intellectual property, source codes, programming codes, software licenses, and joint software development agreements, corporate identifying graphics, and marketing strategies. The Members agree all such items are the exclusive and proprietary property of WKCCVEC and under no circumstances shall a Member sell, lease, sign, sublease or otherwise transfer or use such course content, material and proprietary rights, even after termination of Membership herein.

ARTICLE XIII ***General Provisions***

SECTION 13.01. **Addresses and Notices.** Any notice, demand, request or report required or permitted to be given or made to a Member under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class mail or other means or written communication to the Member at the address set forth beside the Member’s name on the attachment hereto, or at such other address previously forwarded for such purposes to WKCCVEC. Any notice or report to be given or sent to a Member hereunder shall be deemed conclusively to have been given or sent, upon mailing of such notice, or report to the address shown on the records of WKCCVEC.

SECTION 13.02. **Captions.** All articles and section titles or captions in this Agreement are for convenience only. They should not be deemed to be part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

SECTION 13.03. **Pronouns and Plurals.** Whenever this Agreement may require, any pronoun used in this agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

SECTION 13.04. **Further Action.** The Members shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purpose of this Agreement.

SECTION 13.05. **Waiver.** No failure by any Member to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of such breach or any other covenant, duty, agreement or condition.

SECTION 13.06. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas, without regard to the principles of conflicts of law.

SECTION 13.07. **Invalidity of Provisions.** If any provision of this Agreement is or becomes invalid, illegal, or unenforceful in any respect, and if the rights and obligations of the parties to this Agreement will not be materially, adversely effected thereby,

(A) Such provision will be fully severable;

(B) This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof;

(C) The remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and,

(D) In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and unenforceful provision as similar in terms to such illegal, invalid, or unenforceful provision as is possible.

SECTION 13.08. **Prior Agreement.** This Agreement shall replace and be a substitution for any prior agreements, constitution or bylaws entered into by and among the Members hereto for similar purposes.

SECTION 13.08. **Effective Date.** The amendments to the Interlocal Cooperation Agreement will become effective upon the approval of the Office of the Attorney General, the Kansas Board of Regents and upon filing the same with the Barton County Register of Deeds and the Kansas Secretary of State.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Agreement effective July 1, 2010.

Dodge City Community College

Barton County Community College

Pratt County Community College

Garden City Community College

Colby Community College

Seward County Community College

EXHIBIT "A"

FOUNDING MEMBERS

Dodge City Community College
2501 N. 14th Ave.
Dodge City, Kansas 67801

Barton County Community College
245 N.E. 30th Rd.
Great Bend, Kansas 67530

Pratt County Community College
348 N.E. State Rd. 61
Pratt, Kansas 67124

Garden City Community College
801 Campus Drive
Garden City, Kansas 67846

Colby Community College
1255 S. Range
Colby, Kansas 67701

Seward County Community College
1801 N. Kansas Ave.
Liberal, Kansas 67901

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ASSOCIATE MEMBERS

By acceptance of associate membership in WKCCVEC and execution of this Agreement, the undersigned hereby agrees to be bound by the terms and conditions set forth in the Amended and Restated Interlocal Cooperation Agreement for the Formation and Operation of Western Kansas Community College Virtual Education Consortium and all policies and terms of membership as may be determined by the WKCCVEC for membership in WKCCVEC effective on the first day of the ensuing fiscal year after approval. The undersigned as a new Associate Member agrees to be an Associate Member and bound by this Agreement for a minimum of one fiscal year.

Dated: _____

Dated: _____

MEMO

Date: September 1, 2010

To: Board of Trustees

From: Kevin Brungardt

Subject: ECompanion MOA

This agreement would allow us to change our supplemental and hybrid platform from Blackboard to E-Companion which is a product of E-College. We use the E-College platform for all of our EduKan classes.

While there is little difference in price between Blackboard and E-Companion currently, projected price increases from Blackboard in the next few years will make the E-Companion product a cheaper option over time. The biggest advantage we will see immediately is that the server for this product will be hosted off campus which will open up some band width while allowing greater utilization of the platform in regards to video usage. This will also give us an additional server on campus that is currently being used to host Blackboard.

Memorandum of Agreement

This Memorandum of Agreement (this "Agreement") is entered into as of _____, 2010, by and between Garden City Community College (the "Customer"), and EduKan (the "Consultant").

Subject to the terms and conditions set forth in this Agreement, and subject to applicable laws regulations and government restrictions, Consultant agrees to perform the services as set forth in Exhibit A.

1. SERVICES.

In consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1) eCompanion Technology Service Fees. Customer hereby agrees to pay to EduKan license fees of \$11,666 for the July 1, 2010 – June 30, 2011 Contract Year and \$17,500 per Contract Year for all subsequent Contract Years*, for a license to use eCompanion Online Courses during the term of the Agreement. If Customer's student enrollment level exceeds 1,395 FTE (Fall 2009 FTE is the basis) during a Contract Year, as reported on the Kansas Board of Regents website, Customer shall pay EduKan additional fees of \$12.50 for each FTE in excess of 1,395 for the following Contract Year. The annual license fee is due and payable for the July 1, 2010 – June 30, 2011 Contract Year upon the effective date of this Addendum and thereafter in advance of each subsequent Contract Year. Any additional incremental license fees shall be due and payable upon invoicing from EduKan.

* Due and payable as follows:

- \$11,666 due and payable upon invoicing
- \$17,500 due and payable July 1, 2011
- Subsequent Contract Year license fees due and payable in advance of the applicable contract Year.

EduKan, through eCollege shall convert up to 30 of Customer's current supplemental online courses to eCompanion Online Course shells at no charge in accordance with eCollege's standard processes and methodologies for such conversions, provided that eCollege shall be obligated to provide no more than an average of 7 hours of conversion services per master course (any additional hours required shall be billed separately). This service is solely for course conversion and does not include maintenance or any consulting or enhancement of such converted courses, which are available for an additional fee at eCollege's then current rates. eCollege will deliver courses on a mutually agreed upon schedule, which will be separately worked out by eCollege and Customer. Customer shall provide any comments or requested changes within ten business days of receiving the converted courses. If Customer does not provide any comments within the ten business days, the converted course shall be deemed completed, and eCollege and EduKan shall have no further obligation to provide any additional course conversion services for such course. eCollege's and EduKan's conversion obligations, as outlined in this section, shall expire on September 1, 2011.

Customer's student enrollment level shall be determined by reference to publicly available information (if Customer is listed therein, the then-current Higher Education Publications directory shall be the definitive source), or where such information is not readily available, by self-reporting from Customer to EduKan. Such enrollment numbers shall reflect Customer's overall student population and not just the number of students actually using the eCompanion System. This eCompanion License includes Tier 2 Technical Support, as defined below.

Tier 2 - Technical Support. eCollege will provide telephone and online support (via chat and email) to two designated Customer help desk representatives, solely on system accessibility and software technology issues associated with use of the eCollege System. The Customer help desk representatives will be responsible for responding to Customer faculty, students and staff who need technical support. This support will be provided on a 24 hours a day, 7 days a week basis. Customer will notify EduKan and eCollege in writing of any change in Customer's help desk representatives.

2) Agreement Terms Unchanged. No terms or conditions of the Agreement, other than the amended terms set forth in this Addendum, are changed by this Addendum. Terms not defined herein shall have the meanings set forth in the Agreement.

3) Confidentiality. The Consultant acknowledges that during the engagement [he or she] will have access to and become acquainted with various materials, innovations, processes, information, and intellectual property owned or licensed by the Client. The Consultant agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Client.

4) Miscellaneous

4.1 Choice of Law.

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Kansas law.

4.2 Modification of Agreement.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

4.3 Entire Agreement.

This Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

4.4 Time of the Essence.

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

EduKan

Garden City Community College

Dr. Mark E. Sarver

Dr. Joseph Emmons

CEO

President

Date:_____

Date:_____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

MEMO

Date: September 1, 2010
To: Dr. Emmons
From: Dee Wigner
Subject: Disposal of Assets

Each year, the college requests permission from the Board of Trustees to dispose of college property. Below is a list of items that are no longer useful to the college and have been removed from service. Equipment is either outdated, damaged beyond repair, or is no longer economically serviceable. It is recommended that any items that are damaged beyond repair or considered unsafe to operate should be destroyed. We are planning our annual “garage sale” for Friday, October 1 to sell any of the equipment that can be used or operated safely. Any equipment that does not sell will be destroyed.

Various computers, monitors, keyboard trays and mice	
Various custodial equipment, including vacuums and scrubbers	
Whiteboards and chalkboards	Bulletin boards
Film strip projectors and cases	Overhead projectors
Shelving	Bookcases
Student desks	Office desks
File cabinets	Multi-purpose carts
Various chairs	Various tables
Wood doors	Patio Doors
Window screens	Stainless steel sink
Electric stove	Televisions & VCRs
Salad bar & trays	Commercial oven
Cosmetology chairs	Photography equipment
Lincoln w225 AC welder	Trash compactor
Pipe insulation-assorted sizes	Acoustical tiles
Light table	Musical risers
Air Compressor	Exhaust fans
JD Gator	Light fixtures
Weed eater	Utility trailers

Found property
 2 bicycles
 Ladies wristwatch
 Men’s wristwatch

MEMO

Date: September 1, 2010
To: Dr. Emmons
From: Dee Wigner
Subject: Purchases over \$20,000

Imagenow is the software used by the college for data imaging. Numerous offices use the software to scan documents for electronic storage. The current agreement expires August 31. The annual maintenance for next year is \$26,884.00.

Cosmetology students pay a course fee for their student kits. The kits include equipment and supplies necessary to complete the course. Once enrollment has been established, the cosmetology department purchases the kits necessary for the program. This year, the cost of the kits needed exceeded \$20,000. Therefore, Board approval is required. The instructors obtained price quotes from two companies; Marianna and Burmax. Marianna was the low bid.

Documentation for both of these purchases is attached. I am requesting Board approval of both purchases.

PURCHASE ORDER REQUISITION



Garden City Community College

801 Campus Drive Garden City, Kansas 67846 (620) 276-7611

INSTRUCTIONS

VENDOR: Marianna Industries
11122 I Street
Omaha, NE 68137

- (1) Type all information requested.
- (2) Forward to Business Office where purchase order will be prepared.
- (3) The white copy remains in the Business Office; the green copy is sent to the vendor; the pink copy and the goldenrod copy are returned to the Division Director; and the canary copy is returned to the Dean.
- (4) Upon receipt of merchandise, the pink copy is to be signed and returned to the Business Office.

Quan.	Part No.	Description	Unit Cost	Extended
23		Student cosmetology kits	906.39	\$20,846.97
		For equipment purchases please indicate equipment location. Building _____ Room _____		
		All technology reqests must be routed through the computer center.		

KANSAS SALES TAX EXEMPTION NO. 71-0021 FEDERAL TAX ID NO 48-0698107

TOTAL \$20,846.97

Account Number	Amount
16-00-5012-98000-7175	\$20,846.97

Requested by	Date	Department	Building
Pfenninger	9/1/10	Cosmetology	PENK
Person	Date	Approved	Not Approved
Div. Dir.			
Dean			
Comp. Ctr.			
Bus. Mgr.			

GCCC BID RECORD

Please type or print clearly and neatly

Item(s) to be purchased:

See attached list - Student kits

906³⁹ apiece

Bidders and amounts:

(1) Company Marianna AMOUNT \$ 20,846⁹⁷
Address 11222 "I" St. Omaha, NE

(2) Company Burmak AMOUNT \$ 21,120.07
Address 28 Barrets Ave Holtville, NJ 11742

(3) Company _____ AMOUNT \$ _____
Address _____

(4) Company _____ AMOUNT \$ _____
Address _____

Shipping/other costs _____ are are not included in amounts shown above.

_____ **Single source vendor.** Please indicate why this is a single source vendor.

Recommendation of bid to accept: ①
List company name and bidder number (1, 2, 3, 4) from above

Reason for selection if not lowest bid: Many items missing in this kit - they put more expensive items in.

Due consideration, as per GCCC policy, given to local businesses: Yes _____ No

Attach additional information as needed. Please type or print clearly and neatly.

BRIEF BID AMOUNT GUIDE

- \$2,499 and under Bid not required
- \$2,500-\$9,999 Written listing of comparative prices
- \$10,000-\$19,999 Written bids
- Over \$20,000 Contact Business Office

Pat W Pfenninger
Pat W. Pfenninger
Purchaser's Name (please type or print clearly)

Cosmetology
Department/Division/Office

Pat W. Pfenninger
Purchaser's Signature

PURCHASE ORDER REQUISITION



Garden City Community College

801 Campus Drive Garden City, Kansas 67846 (620) 276-7611

INSTRUCTIONS

VENDOR: Perceptive Software Inc
22701 W 68th Ter
Shawnee KS 66226

- (1) Type all information requested.
- (2) Forward to Business Office where purchase order will be prepared.
- (3) The white copy remains in the Business Office; the green copy is sent to the vendor; the pink copy and the goldenrod copy are returned to the Division Director; and the canary copy is returned to the Dean.
- (4) Upon receipt of merchandise, the pink copy is to be signed and returned to the Business Office.

Quan.	Part No.	Description	Unit Cost	Extended
1	ea	Imagenow Maintenace renewal Sept 1, 2010 to Aug 31, 2011		\$26,884.00
For equipment purchases please indicate equipment location. Building _____ Room _____ All technology reqests must be routed through the computer center.				

KANSAS SALES TAX EXEMPTION NO. 71-0021 FEDERAL TAX ID NO 48-0698107

Account Number	Amount
11-00-0000-64000-6460	\$26,884.00

Requested by	Date	Department	Building
Gough	9/1/10	IT	JCVT
Person	Date	Approved	Not Approved
Div. Dir.			
Dean			
Comp. Ctr.			
Bus. Mgr.			

TOTAL

GCCC BID RECORD

Please type or print clearly and neatly

Item(s) to be purchased:

Imagenow maintenance agreement

Bidders and amounts:

(1) Company Perceptive Software Inc AMOUNT \$ 24,884.00
Address 2500 W 68th Terr Shawnee KS
(2) Company _____ AMOUNT \$ _____
Address _____
(3) Company _____ AMOUNT \$ _____
Address _____
(4) Company _____ AMOUNT \$ _____
Address _____

Shipping/other costs _____ are _____ are not included in amounts shown above.

Single source vendor. Please indicate why this is a single source vendor.

Only provider of this software

Recommendation of bid to accept: #1

List company name and bidder number (1, 2, 3, 4) from above

Reason for selection if not lowest bid: _____

Due consideration, as per GCCC policy, given to local businesses: _____ Yes _____ No

Attach additional information as needed. Please type or print clearly and neatly.

BRIEF BID AMOUNT GUIDE

- \$2,499 and under Bid not required
- \$2,500-\$9,999 Written listing of comparative prices
- \$10,000-\$19,999 Written bids
- Over \$20,000 Contact Business Office

Dee A Wign
Purchaser's Name (please type or print clearly)

Business Office
Department/Division/Office

Dee A Wign
Purchaser's Signature

SEPTEMBER 2010 MONITORING REPORT

EXECUTIVE LIMITATIONS	MONTHLY
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General Executive Constraints #9	Page 7
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There shall be no conflict of interest in awarding purchases or other contracts.

CEO's Interpretation and its justification: If any employee or Board member has interest in, owns or has family members that have an interest in any business that does business with GCCC, the Board is to be notified.

Data directly addressing the CEO's interpretation: No purchases were made during the month from businesses in which Board members or employees have any interest.

EXECUTIVE LIMITATIONS	MONTHLY
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General Executive Constraints #10	Page 7
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The President shall not allow for purchases without first giving consideration to local businesses, with a maximum 10% premium to local businesses.
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CEO's Interpretation and its justification: For all purchases \$2,500 and over, a bid sheet is required and a 10% consideration is made to local businesses before awarding the bid.

Data directly addressing the CEO's interpretation: Purchases over \$2,500 were reviewed. Local businesses were given consideration when their bid price was less than 10% more than vendors outside our area.

EXECUTIVE LIMITATIONS	MONTHLY
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Asset Protection #5	Page 12
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The President shall not make any purchase (a) of over \$2,500 without having obtained comparative prices with consideration of quality; (b) of over \$10,000 without competitive bids and due consideration regarding cost, quality, and service; and (c) of over \$20,000.
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CEO's Interpretation and its justification: The interpretation of this is exactly as stated: a) no purchases are made over \$2,500 without comparative bids with consideration of quality; b) no purchases are made over \$10,000 without competitive bids regarding quality, cost and service and c) no purchases over \$20,000 without approval of the Board or approval of a contract to pay by the Board. Purchases made under contract, such as Great Western Dining, are paid without Board approval.

Data directly addressing the CEO's interpretation

Bid sheets were attached to all requisitions over \$2,500, unless the items purchased were covered under the campus annual bids or were a single source provider

Purchases over \$10,000 requiring bid sheet:

- Check #200047 to 5-Star Electric for \$12,008.00 for removal and reinstallation of lights in the Academic Building due to asbestos removal. Attached bid sheet indicated lowest bid accepted.
- Check #199910 to CDW Government Inc. for \$30,976.38 for technology equipment and infrastructure for the Fouse Building. Attached bid sheets indicated lowest price accepted.
- Check #199922 to Garden City Telegram for \$14,263.32 for various invoices including advertising and "The Insider". Attached bid sheets indicate single source provider.
- Check #199940 to Sentry Technology Corporation for library security system. The Board approved this purchase at the May 12 Board Meeting.

Payments over \$10,000 not requiring bid sheets:

- Check #199698 to GMCN Architects for \$10,010.63 for architectural services for Fouse, Academic and Bryan Education Center.
- Check #199719 to Southwest Plains Regional Service Center for \$19,920.00 for annual membership fee and maintenance and service agreement
- Check #199827 to City of Garden City for \$44,439.15 for utilities.
- Check #199917 to EduKan for \$12,750.00 for Summer 2010 Session 3.
- Check #199924 to Great Western Dining for \$62,253.60 for advance board bill as per contract.
- Check #199925 to Kansas Jayhawk Community College Conference for \$10,955.00 for officials for football and soccer games.
- Check #199683 to Kansas Contract Design for \$174,430.12 for casework for the Fouse Phase II remodeling project. The Board previously approved this project.
- Check #200010 to Blue Cross and Blue Shield of Kansas for \$99,872.55 for September health insurance premiums
- Check #200046 to 3 G Electric for \$26,200.00 for installation of the fire alarm system in the West Hall. This project was previously approved by the Board.
- Check #200061 to Dick Construction, Inc. for \$181,760.00 for work done on the Fouse Phase II and Academic Lecture Hall remodeling projects. The Board previously approved this project. .
- Check #200069 to Great Western Dining for \$10,541.47 for various invoices.



Church of the Brethren

August 17, 2010

Garden City Community College
Board of Trustees
801 N Campus Dr
Garden City, KS 67846-6333

Dear Garden City Community College:

This is wonderFUL! Thanks for your support and commitment to Brethren Volunteer Service. We are continuing the work of Jesus in tangible ways and you are at our side.

The increasing interest in BVS and the growing number of volunteers is creating a financial challenge for the training and support of those volunteers. But, we are excited by the challenges and possibilities that brings for preparing more people, young and old, for a life of service.

So thank you for your vital contribution to this powerful witness, life-changing experience, and leadership nurturing process of the Church of the Brethren.

With sincere gratitude,

Dan McFadden
Brethren Volunteer Service



Church of the Brethren
1451 Dundee Avenue, Elgin, IL 60120-1694

Official Receipt
1285845
August 17, 2010
\$25.00

We gratefully acknowledge receipt of your gift for the work of the Church of the Brethren to further the cause of Christ.
No goods or services were provided to the donor in consideration of this gift.
In Memory of Joe Johns
Brethren Volunteer Services

Garden City Community College
Board of Trustees
801 N Campus Dr
Garden City, KS 67846-6333

THANK YOU!
Western Plains District Office

Continuing the work of Jesus. Peacefully. Simply. Together.



Board of Trustees
Garden City Community College

8/6/10

To Whom This May Concern,

Thankyou for the recent gift to
Brethren Volunteer Service in memory
of Joe Johns. Your support is
appreciated.

Grace; peace, Dan McCall
Director, BVS

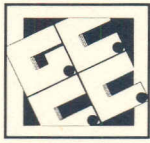
ASCC Board of Trustees

Thank you very much
for the plaque with pictures
of the many buildings. I
truly appreciate it and
will look at it with
pride.

I wish you the
best in the future

Sincerely

Carol



ENDOWMENT ASSOCIATION

GARDEN CITY COMMUNITY COLLEGE

BOARD OF DIRECTORS

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Chad Krug

August 20, 2010

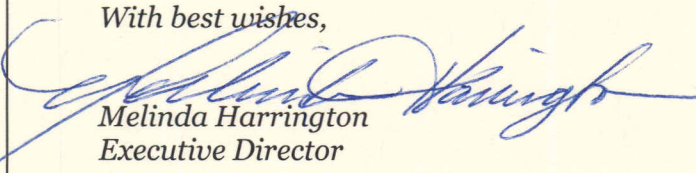
*GCCC Board of Trustees
801 Campus Dr
Garden City KS 67846*

Dear Board of Trustees:

Thank you for your gift in memory of Diren to the Garden City Community College Endowment Association. Your thoughtful donation will be included in the Diren Wayne Hill Memorial Scholarship. Your support is part of an important effort to provide worthy GCCC students with opportunities to become strong and valuable contributors to the society and economy we all share.

Indeed, you and many other generous people who provide support to the Endowment Association allow us to in turn help numerous students in educating themselves, sharpen their skills, or reach for new career goals. Your thoughtfulness and caring will benefit many students at GCCC. Thank you!

With best wishes,


*Melinda Harrington
Executive Director*

Thank you!

CHARITABLE GIFT RECEIPT GCCC ENDOWMENT ASSOCIATION

*Gift Date: 08/18/10
Gift Amount: \$25.00*

Your donation and support are truly appreciated!

The Internal Revenue Service requires acknowledgement that no goods or services were received for this donation. You may use this letter for your tax purposes. The GCCC Endowment Association is a 501(c)3 non-profit, tax-exempt entity.

GCCC BOARD OF TRUSTEES MONITORING REPORT CALENDAR

	MONITORING SCHEDULE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
		Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)	Incidental Information (All Deans)
		Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)	Financial Monitoring (Dee)
		Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)	Contracts (Dee)
		Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)	Purchases over \$20,000 (Dee)
		Annual Asset Protection (Dee)	Tuition Rate, Credit Hour Fees, Course Fees, Room & Board Charges, Child Care Rates, Facility Rental Fees, Academic Calendar (President)	Semi-Annual Essential Skills Ends (Kevin)	State Performance Agreement Report (Kevin)	Proposed Year-End Expenditures (President)	Renewals - Work Comp, Athletic Insurance, Datatel Maintenance Insurance (President)	Food Service Contract (Dee)	Student Services Program Reviews (Ryan & Deanna)	Administrative Services Program Review (Dee)	Semi-Annual Essential Skills Ends (Kevin)	AQIP Action Plan Annual Updates (Deanna)	NCCBP Feedback (Deanna)
				Semi-Annual Work Preparedness (Lenora & Cathy)	Academic & Technical Program Reviews (Kevin & Lenora)			Published Budget (Dee)		Federal Student Aid & Restricted Grant Funds (Dee)	Semi-Annual Work Preparedness (Lenora & Cathy)	Departmental Cost Per Credit Hour (Deanna)	IPEDS Feedback Report (Deanna)
				Semi-Annual Academic Advancement (Ryan)			Additional year end expenditures (President)	Semi-Annual Financial Condition (Dee)	Budget Hearing	Adult Supplemental and Auxiliary Funds (Dee)	Semi-Annual Academic Advancement (Ryan)	Final Mill Levy Abstract (Dee)	Audit presentation (LH&D)
				Semi-Annual Personal Enrichment (Cathy)	Notice of Faculty Non-Renewal (President)		Annual vehicle maintenance agreement (Dee)	Semi-Annual Budgeting/Financial Planning/Forecasting (Dee)		Activity and Organization Funds (Dee)	Semi-Annual Personal Enrichment (Cathy)		Property & Liability Insurance Renewal (Dee)
				Semi-Annual Workforce Development (Lenora & Cathy)			Proposed Raises (President)	Annual Enrollment (Deanna)			Semi-Annual Workforce Development (Lenora & Cathy)		Semi-Annual Financial Condition (Dee)
				Annual Vehicle Report (Dee)				Scholarship Report (Deanna)			Bookstore Report (Dee)		
											Food Service Report (Dee)		
											Safety & Security - Campus Crime Statistics (Dee)		

MEMO

DATE: September 1, 2010
TO: Board of Trustees
FROM: Joseph W. Emmons, Ed.D.
REGARDING: 2010-2011 Negotiated Agreement

If a final faculty vote on the 2010-2011 Negotiated Agreement has been successfully completed by the September 8, 2010 Board of Trustee meeting, the agreement will be included for Board action. Copies of the agreement will be sent to the Board via e-mail.

INFORMATION

September 2010

Steve Quakenbush-Director of Information Services

A community and campus reception offering the public a chance to meet Joseph W. Emmons, Ed.D, GCCC interim president, has been scheduled from 2 to 4:30 p.m. Sept. 19 at the portico of the Beth Tedrow Student Center. The event will take place on a come-and-go basis, with a brief program at 3 p.m., preceded by a few selections from the GCCC College Singers, conducted by Clay Wright, choral music director.

The home page of the GCCC website has added a link that takes viewers to the Facebook page of the GCCC Admissions Department, as well as to the Facebook presence of a growing number of other programs and departments, including Allied Health, Athletics, Athletic Training, the baseball team, GC3 Student Media, the English as a Second Language Program, football alumni, the Kansas Small Business Development Center, the rodeo team, the Student Government Association and the women's basketball team.

The Information Services and Publications Office is conducting a survey of traditional age students enrolled this semester to determine their preferences among social media and mass media, so the college can better target recruitment advertising and other messages. The survey should also help determine the influence that friends, family members and others have on a student's college choices, plus some of the factors that prompt students to select GCCC. Responses are being collected through the student e-mail system, in addition to questionnaires completed during enrollment. The survey was developed with help from The Research Partnership, Inc., of Wichita, which previously provided market research training to a group of GCCC employees.

"Inside GCCC," the college newsletter and course schedule tabloid, was published this fall with a reduction in size from 36 to 32 pages, and a 24 percent reduction in circulation, limiting receipt to homes in the college's designated seven-county service area. This publication now produced twice rather than three times per year, is the only remaining means of placing college course information in every household of the service area. In reducing the bulk mail circulation, we encountered some address duplication, on several Finney County postal routes, and plan to have that corrected before the spring semester edition is distributed in early January.

A feature story about the tornado recovery assistance that the Kansas Small Business Development Center at GCCC has provided to the Greensburg community was borrowed and posted recently on the KSBDC website, after first appearing in the fall 2010 edition of "Inside GCCC."

In addition to the upcoming 2009-2010 edition of the GCCC Annual Report, which will be published in October by the board, the GCCC Endowment Association will debut its annual report to donors and supporters in a new magazine-style format this fall. The report will incorporate several new features, and in keeping with federal privacy regulations, will eliminate the list of student scholarship recipients that has appeared in each past year.

Under the theme of "Inspire," teams of campus and community volunteers will conduct the 2010 GCCC Endowment Association Scholarship Phonathon Oct. 4-7 and Oct. 11-14, in an effort to raise \$80,000 for academic and technical scholarships. About 200 volunteers are expected, with a different team making calls from 6 to 9 p.m. over eight evenings, reaching out to GCCC friends, supporters and alumni across the state and nation. The annual effort is being preceded in

September by a direct mail appeal for contributions and pledges. Calling teams will be made up of faculty and staff personnel, representatives of the GCCC Continuing Education and Community Services Division, the GCCC Meats and Rodeo Teams, the Fine Arts Division and the Cosmetology Program, plus alumni, students and faculty of the GCCC Nursing Program. There will also be teams involving the Student Government Association, the Tau Epsilon Lambda Criminal Justice Fraternity, and representation from the Criminal Justice, Fire Science and Paramedic Programs, plus GCCC Ambassador Scholars, members of the campus chapter of the Hispanic American Leadership Organization and the local chapter of the League for United Latin American Citizens. Teams from the association's board of directors will make calls on the concluding evenings of both weeks.

New GCCC Drama and Technical Theater Director Philip Hoke is planning to stage "The Crucible," American playwright Arthur Miller's drama about the infamous Salem Witch Trails of the 1690s. The 1953 play, which draws parallels to McCarthy era blacklisting, will involve student and community actors and actresses. Public performances are scheduled at 7:30 p.m. Oct. 8 and 9, plus 2 p.m. Oct. 10, followed by an afternoon show for area high school students Oct. 11.

Bob Larson-Athletic Director-Dennis Perryman Athletic Complex

Just an example of things that can and do happen, when dealing with the public. Soon after the start of school, a local business called to complain that one of our coaches had caused a disturbance by yelling at one of their store clerks who did not have a good command of English. Once presented with the complaint, the athletic administration went through the process of getting a time line and the facts straight.

As it turns out, we asked the coach go to the store manager, and the clerk to verify that it was indeed not him, but a case of mistaken identity. The manager and the clerk are both satisfied that it was not the coach in question, and apologized for our inconvenience.

At this time of year, the community always looks to the college for "volunteer" help to do a variety of events that are important to the area. This year was no exception, with the Tumbleweed festival going on, the athletic department was represented by Coach Dan Delgado, Coach Margo McNutt and the men and women's cross country teams; Coach Chris Finnegan and the baseball team, Coach Moquett and the softball team, and Greg Greathouse and members of the "red shirt" football team. These people help in the set up and the tear down along with our maintenance crew that do an amazing job! We ask all of our athletic teams to do a community service in each semester of school, so that the students see how much it helps to do community service. We will also have women's basketball players that will volunteer their time in the upcoming volleyball season to be line judges for our volleyball season at home games.

Kevin Brungardt-Dean of Academics

Learning Services- Academic Divisions:

Social Science

Phi Theta Kappa: On November 5, 6, and 7, Alpha Xi Upsilon, Chapter of Phi Theta Kappa, is hosting the Kansas Regional Honors in Action Conference on the GCCC Campus. We are expecting over 100 Phi Theta Kappa members from across the state. We are planning on an exciting conference built around the theme: The Democratization of Information: Power, Peril, and Promise. We will have guest speakers, workshops, a service project within the community, and a whole lot of fun.

Leonard Rodenbur - Social Science Instructor: A “good news item” would be that I survived the first two weeks of my job and that I love it. Teaching at a college level is all that I had hoped it would be and the teaching staff that I am surrounded by gives me a determination to do my job even better when I see how dedicated and professional they are.

Challenges have to deal with the physical set up of the classrooms. If you seem me wheeling my cart across campus with my laptop, projector, video player, and briefcase, don't expect a wave for fear of losing something, but I know it's just temporary until all the rooms are set up.

Judy Whitehill – Social Science Division Director: Our classes started off without a hitch as we got the Academic Building put back together after the remodeling projects for this summer.

We are enjoying the two new smart boards that were installed over the summer, making all our classrooms “smart.”

Tammy Hutcheson received the EduKan award “Where the Rubber Meets the Road” in recognition of stellar student success in her on-line classes.

Trent Smith – Library Director: the staff of Saffell Library would like to acknowledge, with heartfelt appreciation, both GCCC administration and the Board of Trustees for recognizing the importance and approving the purchase of our new security gate systems. These sleek, aesthetically pleasing, and highly functional new security gateways allow for easier patron access without the hassle of annoying swinging gates as were on the old system.

Now that we once again have the capability of accurately counting patron visitations (with the built-in people counters) we're ecstatic to report that in only the first 12 days of the Fall 2010 semester (from August 18 to August 29) we have had a whopping 6190 visitors. We consider ourselves the academic hub of the campus and try to promote as much to the student body. This figure is evidence of the value and importance that the library has in students' academic endeavors, and we hope to continue to meet student needs and expectations in the semesters ahead.

Kevin Brungardt – Dean of Academics: (Visual Communications Program): Faculty from the arts, media, and computer sciences departments have been meeting in an attempt to start a new academic program on campus. At the present time, this program has been dubbed “Visual Communications” but that name may change according to what our research tells us is effective. In order to meet some of our academic goals for this year, we are trying to increase enrollments in key areas.

The idea behind Visual Communications is to identify students and their specific needs when it comes to graphic arts and design. I have talked to representatives from Cox Communications, the City of Garden City, the Telegram, and the high school and everyone of them said that students need to be familiar with the workings of various technologies and soft ware in order to be strong candidates in today's technological job market.

The group is currently researching other programs around the state and the country to avoid re-inventing the wheel as much as possible. Once this is complete, we will form an advisory

committee comprised of the representatives from each of the groups mentioned above to make sure we are addressing specific workplace demands from our area. After that we will begin revising and developing curriculum to meet the needs of the program and creating advising pathways to meet the specific needs of students. We are planning on implementing the program in the Fall of 2011.

Essential Computer Skills – In order to address the board ends of all student possessing essential computer skills upon graduation from GCCC, I met with Steve Thompson and Lachele Greathouse to begin developing an essential skills computer class. At the present time, these two faculty members will be researching the competencies for the class and deciding what other classes currently taught on campus teach the same competencies so we can determine which classes will meet requirements for the course. In the meantime, I will be introducing our ideas for implementation to Cabinet so we can implement the class as a required class for graduation by the Fall 2011 semester, if possible.

Cathy McKinley-Dean of Continuing Education & Community Service

Business & Industry Institute/Community Services

The Business & Industry Institute has selected two adjuncts to be trained as **Geo Thermal Installer** instructors. The train-the-trainer instruction is possible via a grant awarded to Business & Industry Institute from **State Energy Sector Partnership Training Grant (SESPT)** that is administered by the Kansas Department of Commerce. GCCC’s Business & Industry Institute currently is the only provider of Geo Thermal Installer training in the state of Kansas.

The Business & Industry Institute is a sponsor of the annual **Finney County Job Fair**, which has been set for Sept. 14 at the Clarion Inn. In addition to partnering with the Finney County Economic Development Corp. and the Chamber of Commerce to coordinate the job fair, GCCC faculty and staff provide guidance to job seekers regarding resume writing and employment skills.

The Business & Industry Institute is partnering with counterparts from Dodge City and Seward community colleges and the Small Business Development Center to provide **entrepreneurial training** sessions this spring.

Business & Community FY10 Year-End Information

Business & Community	Business & Industry Institute	Personal Enrichment	Kids’ College	Total
Enrollments	1,358	202	113	1,673
People Served	968	177	91	1,236
Businesses Served	142	2	na	144
Classes Offered	137	53	9	199
Satisfaction Rate	99%	94%	92%	–
Cancellation Rate	30%	43%	0%	–

Adult Learning Center

English as Second Language

- The second orientation of the fiscal year was conducted Aug. 16-17; 70 students enrolled.
- As of Aug. 31, there are 244 participating students in the ESL program.
- In September, the ALC hopes to begin an ESL class in the morning and evening at Garfield Elementary in the new early child division. This will be a level 2 and 3

combined class. These classes will be part of the Family Migrant program and there will be daycare for the student's children while they are in class in the evenings.

- The ALC is preparing for **National Adult Education** week which begins Sept. 13. There will be an **open house on Monday, Sept. 13, from 2-4 p.m.** in the Student & Community Services Center and several other events throughout that week.

ESL challenges and solutions

- *Challenges:*
 1. Funding for full time instructors continues to be our major challenge.
 2. Classroom space to accommodate all the need.
- *Solutions:*
 1. Invite community organization to collaborate with the ALC.
 2. Increase the number of times the ALC offer classes to meet the need.

General Education Development

- 6 Students Completed Official GED Testing on Aug. 25.
- 8 Students Started their Official GED Testing on Aug. 25 and will complete on Sept. 1

GED challenges and solutions

- *Challenges:*
 1. Dedicated classroom space on campus to accommodate all students.
- *Solutions:*
 1. Increase online seats, add an afternoon class and/or initiate a waiting list.

Migrant Family Literacy Program

- The MFLP has received the official award letter from Kansas State Department of Education and has received the acceptance letter from the Board of Education at Garden City Public Schools for the current grant year.
- The MFLP currently has 54 children involved at two different sites – East Garden Village and Buffalo Jones Elementary.

MFLP challenges and solutions

- *Challenges:*
 1. Opening Garfield Elementary fully staffed, fully furnished, and with children to serve.
- *Solutions:*
 1. Advertise jobs that are open, use furnishing from East Garden Village and Buffalo Jones until it is known what is needed. Two families with eight children are interested in going to Garfield.

Refugee Program

Twenty new refugees registered in August.

Seven new job placements:

- 4 at Tyson, Meat Packing Plant
- 2 at Cargill in Dodge City, KS
- 1 at St. Catherine Hospital

ESL enrollments at Garden City Community College Adult Learning Center;

- 21- Burmese
- 12 - Somalia

ESL enrollments at Dodge City Community College Adult Learning Center;

- 5 Somalia

Refugee challenges and solutions

- *Challenges:*
 1. Funding for additional staff to serve Ford and Seward counties.
 2. No money for office supplies.
- *Solutions:*
 1. Invite different organizations to collaborate and partner with the refugee program to cover Ford and Seward counties.
 2. Identify collaboration with local organizations to help with office supplies.

Southwest Kansas Regional Prevention Center

Highlights initiatives supported by the Southwest Kansas Regional Prevention Center:

- Edwards County Health Organization presented its CDRR Grant (tobacco reduction) strategic plan at the last meeting.
- Finney County Community Health Coalition is implementing programs through its early childhood grant (LAUNCH).
- SWKRPC staff has trained more than 200 Life Skills facilitators in the southwest Kansas region to date.

SWKRPC challenges and solutions

- *Challenges:*
 1. Providing more deliverables to AAPS in 25-county region with less funding.
 2. Evolving changes in the prevention field in the new era of health reform and expanding bureaucratic oversight from Topeka in lean economic times.
- *Solutions:*
 1. Hiring part-time Prevention Assistant in September.
 2. Streamline process by integrating work plans and collaborative consulting agreements with customers and implementing new project management software.

Lenora Cook – Dean of Technical Education/DPS Department

We have received a grievance from a paramedic student stating she did not receive adequate training and was unprepared to test.

This lack of preparation was related to:

Paramedic classes were often cancelled and released early

The training they did receive did not focus on the appropriate content:

Not enough lab practice

Unprofessionalism of the instructor

Our research revealed:

Class met greater than the required 400 hours

8 of the 9 students took their practical exams

8 of 8 passed their practical exams

To this date 5 out of 5 have passed their written exams

We have evaluated the process of scheduling classes and documenting attendance. We have revised our procedures to make it easier to document the required class hours. The new instructor is reviewing content to ensure that it includes all required content. Based on the success rate of the overall class, I believe these students received appropriate training.

Perkins Grant

Our Perkins grant was renewed for \$115,912.00 this is an increase of \$1851.00 from last year. Up to 50% of this grant can be spent on equipment to improve or expand the use of technology in career and technical education. At this time we have purchased:

Plate beveler and Fischer Pipe Saw for the welding program
Logix processor for Industrial Production program
Pump hoses and rappelling rescue system for the Fire Science Program
Oscilloscopes for the Automotive program

To be purchased is a Camcorder system for Cosmetology, Casualty Simulation kit for Nursing, intraosseus sets for EMS, and a grow chamber for Ag Science program.

\$31,022 of this grant will be used for professional development for faculty to remain current with industry standards as well as learn new ways to improve the learning environment.

The balance of the funds will be used for instructional supplies and resources to link industry standards to academic and technical course work; to provide resources to overcome enrollment and completion barriers for persons in non-traditional occupation; and to expand welding and nursing pharmacology to on-line learning.

Dee Wigner-Dean of Administrative Services

The IT department upgraded and re-imaged computers in the welding lab and in the Adult Learning Center. IT programming staff worked with Admissions to customize the ACT import. Prior to the start of classes, IT staff were busy updating and enhancing software programs used by faculty and students. GradeBook is a new software package used by faculty to record attendance and track grades. This fall, faculty have the option of using BlackBoard or GradeBook. IT staff are maintaining both products as well as WebAdvisor, BusterWeb and School Maestro.

Two Datatel database environments were cloned. One will be used for testing by various offices and one will be reserved for budget testing. In addition, 130 software updates were entered into Datatel.

There was a potential security issue when it was discovered that student identity information was being stored on unsecure spreadsheets. New procedures have been developed so that identify information is secure.

Faculty offices in the Fine Arts Building have been remodeled. Offices received new paint, carpet and furniture. Some offices received new lighting and ceilings. Physical Plant and IT staff worked very hard to assure the buildings and classrooms were ready for the first day of class. Faculty has been very understanding and patient as finishing touches are completed.

Remodeling in the Fouse Building is almost complete. American Seating Inc. is in the process of finishing the installation of the lecture hall seating. Most classroom technology has been installed, although there are a few additional items on order. The casework sub-contractor damaged the new tile floors and plans are being made for the tiles to be replaced. We were not pleased with the installation of the countertops in the science laboratories. The countertop seams are visible and in some cases not level. Stewart Nelson is aware of the situation and we have met with the sub-contractor. They will be allowed to come back and attempt to fix the problem. The

countertops are an epoxy finish and have been glued in place, so it will be difficult to make any adjustments.

This summer, we received an accommodation request from a senior citizen that frequently attended performances in the Fine Arts Building. As a result of the request, an ADA toilet will be installed in one of the stalls in the Women's Restroom. Because the public restroom entryways and some walls surrounding the restrooms are block, it would be very expensive to remodel these restrooms to meet ADA requirements. The plan is to relocate the public restrooms when the Fine Arts Building is expanded.

The City of Garden City completed the new sidewalk from the PE building parking lot, past Williams Stadium to Kansas Avenue. City ordinance required the sidewalk, but the city reduced the cost to the college and provided the labor so that a wider sidewalk could be installed.

Deanna Mann – Dean of Institutional Effectiveness & Enrollment Services
Ryan Ruda-Dean of Student Services

Student Support Services at Garden City Community College has been refunded for five years. The Federal Department of Education Grant is for \$284, 089 each year of the grant. We also receive an 11% match from Garden City Community College. The continuation of this grant allows GCCC to be able to continue to provide services to our 200 students each year and to our campus as a resource for information on serving First Generation, Low Income, and Students with Disabilities.

This grant cycle, there were 1,475 grant applications submitted to the Department of Education with 1,026 grants receiving funding. The cut-off score for funding was a 95.67 out of 100 possible points. GCCC received an overall score of 103 out of 100. This score was due to the additional points that existing programs receive for prior experience points. This was a highly competitive grant cycle with all of the changes that were made to the grant objectives as well as the Department of Education stating that 10% of the grants funded would be new grants.

One athlete has been asked to return home due to student conduct issues. Based upon two separate incidents involving violations of student conduct regarding this student, the student was dismissed from school and scholarship in accordance with both the Athletic code of conduct and the student code of conduct listed in the Student Handbook.

The college assessment policy is being revised to address concerns that were presented this summer from outreach locations. The concerns of outreach students dealt with them not being familiar with our current assessment policy and the number of times that they are allowed to re-test. The assessment policy is shared annually with outreach coordinators during their in-service, but has not been printed in the outreach coordinator handbook. The assessment policy is being revised to add additional language to the re-test policy. We will also be adding this information to the outreach coordinator handbook for further reference.

**Explanation of the Cost Model
August 2010**

The Kansas Legislature directed the Postsecondary Technical Education Authority to “develop and recommend to the Board of Regents a credit hour funding distribution formula for postsecondary technical education training programs that is: 1) tiered to recognize and support cost differentials in providing high-demand, high-tech training; 2) takes into consideration target industries critical to the Kansas economy; 3) is responsive to program growth; and 4) includes other factors and considerations as deemed necessary or advisable.” [KSA Supp. 72-4482]

The new approach for technical education funding is based on a cost model – what should it cost to deliver a technical education course? There are three main components in computing the overall cost of any technical education course: instructor costs, extraordinary costs, and support costs (instructional support costs and institutional support costs). The cost model uses a per-credit hour calculation for each component. The components are added together (instructor costs + extraordinary costs + instructional support costs + institutional support costs) to calculate a total cost per technical education course. The total cost can then be used in calculations to determine the state share of the total calculated cost and the allocation of state funding among the 26 two-year institutions delivering courses based on credit hour production and a consistent calculation of costs.

Components	Elements	Description
<u>Instructor Costs</u>	<ul style="list-style-type: none"> • Direct instructor costs • Tiered rates from CIP codes and cost study 	Program tier rates were based on an analysis of direct instructor costs as reported in the Kansas Study, a national instructor cost study conducted annually by Johnson County Community College. This study uses the classification of instructional programs (CIP) code to identify direct instructor costs (faculty salaries) for each program. These average costs are then grouped using a typical standard deviation model, creating six tiers. The rate for each tier is based on the average cost per credit hour of the programs in that tier, ranging from \$105 (tier 1) to \$223 (tier 6).
<u>Extraordinary Costs</u>	<ul style="list-style-type: none"> • Costs for specialized equipment & materials • Level rates from cost study 	Technical education typically provides intensive, hands-on learning opportunities, often requiring additional supplies, materials and specialized equipment. The “extraordinary” amount is an additional per-credit value assigned to each program, based on the needs of the courses within the program. Institutions identified courses with intensive “extraordinary” costs and submitted 5 years of actual expenditure data reflecting these types of expenses. Costs based on these data were grouped. Credit hour rates fall in four levels ranging from \$0 (no extraordinary costs) to \$102 (Level C high extraordinary costs).
<u>Support Costs</u>	<ul style="list-style-type: none"> • Student and academic support services • Flat Rate <p align="center">*****</p> <ul style="list-style-type: none"> • Operation maintenance of physical plant, Administration • Flat Rate 	<p>This category captures costs associated with academic support and student services. The model uses data submitted by Kansas 2-year colleges and 2-year colleges in surrounding states to the Integrated Postsecondary Education Data System (IPEDS) to establish a cost for instructional support. This value is then used to establish a flat instructional support cost (21.1% x instructor costs at Tier 3) for each technical credit hour delivered.</p> <p align="center">*****</p> <p>This category includes costs associated with administration, and operation and maintenance of the physical plant. The model uses data submitted by Kansas 2-year colleges and 2-year colleges in surrounding states to the Integrated Postsecondary Education Data System (IPEDS) to establish a cost for institutional support. This value is then used to establish a flat institutional support cost (28.2% x instructor costs at Tier 3) for each technical credit hour delivered.</p>

**Excerpt from Staff Notes for June/July Meetings
TEA Budget/Finance, PMC and CEO Briefings**

Policy Questions

A. Related to eligible students

1. Residency of student for State funding purposes

06/09/10 Preliminary recommendation:

- Include postsecondary credits earned by non-resident students enrolled in tiered courses within approved technical programs supporting the identified critical industries for state funding.

Rationale: Kansas needs to develop a highly trained workforce to meet employment needs of businesses in industries critical to the Kansas economy. Emphasis will be on training and keeping these workers in Kansas

- Establish six month residency requirement for state funding for non-resident students in technical colleges similar to the existing requirement for community colleges except for the tiered credit hours earned in identified critical industry technical programs described above.

Rationale: Residency requirements for the purposes of state funding would be consistent for community and technical colleges.

06/29/10 PMC Discussion:

- *Positives: incent/attract students to Kansas; best interest of the state—don't have enough workers; grow a trained workforce*
- *Challenges: Legislature; impact on taxpayers; limited slots taken up by non-resident students*
- *Alternative—All resident and non-resident tiered credit hours eligible for state funding*
- *Tuition for both resident and non-resident students still established by local board*
- *Use "semester" instead of 6 months to establish residency for state funding*

07/01/10 CEO Briefing Comments

- *Will funding exception allowing for non-resident students apply to community colleges for technical programs? (Yes)*
- *Receptive to using "semester" in place of 6 month requirement and suggested summer semester be included*
- *Identification of eligible students may be difficult for some colleges*

07/15/10 Discussion:

- *May want to reconsider whether or not to address the residency status issue for state funding if applied to all technical programs and not just those supporting critical industries*
- *Fiscal note would need to be calculated if state funding supported non-resident students*
- *Residency status requirements are not the same for community and technical colleges*
- *Student tuition for both resident and non-resident students would still be established by local boards*
- *Discussed using semester or 3-4 month period to establish resident status for technical programs in all institutions regardless of sector*

2. Secondary Students earning postsecondary education credit hours

06/09/10 Preliminary recommendation:

- Include all postsecondary credit hours earned by high school students in the credit hour enrollment figures for all institutions for state funding

Rationale: Eligibility for state funding would be consistent for high school students earning postsecondary credit in both academic and technical education courses and for community and technical colleges and would incent "early college" opportunities for Kansas students.

06/29/10 PMC Discussion:

- Include all postsecondary credit hours for postsecondary state funding
- Positives: clean, consistent
- Challenges: Legislature; fiscal note

07/01/10 CEO Briefing Comments:

- Comment—fiscal note may become a factor in final decision regarding the inclusion of secondary students
- Potential opposition from USD's unless they can maintain funding—will need to have discussion with KSDE
- Will Need to sell to Legislature

07/15/10 Discussion:

- Discussed whether both secondary and PS should receive funding for secondary students
- Technical courses and general education courses treated differently for state funding
- State funding for technical course credit hours is already treated differently based the type of institution—
 - postsecondary credit hours earned by secondary students in technical courses at community colleges currently receive state funding through the community college operating grant;
 - postsecondary credit hours earned by secondary students in technical courses attached to technical programs acquired by community currently pursuant to the consolidation statutes, K.S.A. 71-1701 et seq., currently do not receive state funding;
 - postsecondary credit hours earned by secondary students (technical or academic) at technical colleges currently do not receive state funding
- Need to work closely with KSDE on this issue

07/20/10 CEO Briefing Comments:

- Fiscal note will get larger as time goes forward if secondary and non-resident credit hours are included

New Approach to Statewide Tech Ed Funding: Estimated Tiered Course Cost

August 26, 2010

Policy Assumptions
High School - Y and Non-resident - Y

A			B			C			D			E			F			G			H			I		
Instructor									Extraordinary									Support								
Tier	Tier Rate	Total Tier Credit Hours	Total Instructor Cost	Level	Level Rate	Total Tier Credit Hours	Total Extraordinary Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	Total Tier Credit Hours	Total Institutional Cost	
1	105	183,282	\$19,242,590	A	26	19,716	\$512,621	507,726	\$26,044,456	507,726	\$36,044,456	507,726	\$143,356,813													
2	131	32,305	\$4,231,916	B	51	181,956	\$9,279,741																			
3	144	51,917	\$7,478,048	C	102	184,388	\$18,805,516																			
4	162	74,823	\$12,121,277																							
5	170	23,505	\$3,995,850																							
6	223	141,914	\$31,846,889																							
		507,726	\$78,714,480			386,040	\$26,597,878																			

High School - Y and Non-resident - N

1	105	168,304	\$17,671,688	A	26	18,417	\$478,832	459,634	\$32,630,344	459,634	\$130,169,407														
2	131	28,454	\$3,727,422	B	51	164,552	\$8,392,127																		
3	144	48,870	\$7,037,280	C	102	171,336	\$17,476,282																		
4	162	62,553	\$10,133,521																						
5	170	21,426	\$3,642,420																						
6	223	130,028	\$28,898,333																						
		459,634	\$71,208,844			354,304	\$29,347,220																		

High School - N and Non-resident - Y

1	105	177,221	\$18,608,205	A	26	18,922	\$491,962	476,340	\$33,816,326	476,340	\$134,909,223														
2	131	25,879	\$3,403,197	B	51	165,226	\$8,428,526																		
3	144	44,782	\$6,448,595	C	102	176,795	\$18,033,070																		
4	162	67,430	\$10,923,595																						
5	170	21,310	\$3,622,700																						
6	223	139,619	\$31,135,104																						
		476,340	\$74,141,337			360,942	\$29,951,557																		

High School - N and Non-resident - N

1	105	182,514	\$17,063,918	A	26	17,718	\$460,658	434,234	\$30,927,112	434,234	\$123,315,184														
2	131	24,547	\$3,215,670	B	51	150,335	\$7,667,085																		
3	144	41,861	\$6,027,912	C	102	164,863	\$16,795,667																		
4	162	57,378	\$9,295,171																						
5	170	19,367	\$3,295,790																						
6	223	128,348	\$28,686,182																						
		434,234	\$67,564,643			332,716	\$24,923,408																		

based on FY09 KHEDS data