

June 9, 2020

Board of Trustees  
Garden City Community College  
801 Campus Drive  
Garden City, KS 67846

Dear Trustees:

The Board of Trustees will meet in regular session on **Tuesday, June 9, 2020**. The meeting will be held by Zoom. Please Join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join <https://zoom.us/j/93198035996>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656  
or +1 301 715 8592

Webinar ID: 931 9803 5996

For **PUBLIC COMMENTS** please contact Amy McVey, [amy.mcvey@gcccks.edu](mailto:amy.mcvey@gcccks.edu) by 5:00 pm CST Tuesday, June 9, 2020.

6:00 PM Regular board meeting called to order in the President’s Conference Room located in the SCSC Building.

**AGENDA**

**I. CALL TO ORDER:**

- A. Comments from the Chair
- B. Introduction of new employees

**II. CONSENT AGENDA ..... Action**

- A. Approval of minutes of previous meetings (May 12, 2020).....pg. 3
- B. Approval of personnel actions-Human Resources.....pg. 9
  - B-1 Human Resources Report.....pg. 10
  - B-2 Adjunct/Outreach Contracts.....pg. 11
- C. Financial information.....pg. 17
  - C-1 Checks processed in excess of \$50,000.....pg. 19
  - C-2 Revenues.....pg. 20
  - C-3 Expenses.....pg. 23
  - C-4 Cash in Bank.....pg. 29
- D. Super Circuit Updates.....pg. 30
- E. Training Room.....pg. 32
- F. Ellucian Recruit.....pg. 36

**III. CONFIRMATION OF MONITORING REPORTS:**

- A. Monitoring Reports and ENDS ..... **Consensus Approval**
  - A-1 Asset Protection #5.....pg. 64
  - A-2 Compensation and Benefits.....pg. 65

B. Review Monitoring Report  
Treatment of People 1-4

V. OTHER

A. Open comments from the public

1. Public Comment: 30 minutes total, 5 minutes per individual. Comments should be relevant to matters over which the Board has authority. Speakers should respect the rights of all persons, and they should not engage in personal attacks or disruptive behavior. This time is not intended to be a question and answer time. The Board cannot take any binding action on matters not on the agenda. The Board has a right to conduct an orderly and efficient public meeting.
2. Comments directed to the Board should pertain to Ends; Mission, Essential Skills, Work Preparedness, Academic Advancement, Personal Enrichment, and Workforce Development.

B. President's Report

C. Incidental Information.....pg. 67

D. Report from FCEDC

E. Report from KACCT

F. Report from SGA

G. Report from Faculty Senate

VI. OWNERSHIP LINKAGE

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

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Dr. Ryan Ruda.  
President

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Dr. Blake Wasinger  
Chairman

**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, Workforce Development.*

**Purposes for Executive Sessions**

*a. Personnel matters of non-elected personnel*

*b. Consultation with the body's attorney*

*c. Employer-employee negotiation*

*d. Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorship*

*e. Matters affecting a student, patient, or resident of public institutions*

*f. Preliminary discussions relating to acquisition of real property*

*g. Security if open discussion would jeopardize security*

**MEETING OF TRUSTEES  
GARDEN CITY COMMUNITY COLLEGE  
May 12, 2020**

Trustees Present: Leonard Hitz, Dr. Blake Wasinger, Dr. Marilyn Douglass, Beth Tedrow, Shanda Smith, David Rupp

Others Present: Dr. Ryan Ruda, President  
Amy McVey, Deputy Clerk  
Karla Armstrong, Vice President for Administrative Services/CFO  
Marc Malone, Vice President for Instructional Services  
Colin Lamb, Vice President of Student Services  
Shajia Donecker, PR & Marketing Coordinator  
Nicole Dick, Math Instructor, Faculty Senate  
Greg McVey, Director of Athletics  
Gabe Winger, Instructor  
Nancy Unruh, Registrar  
Tammy Tabor, Executive Director of Student Services  
Meghan Flynn,

**CALL TO ORDER:**

Chair Wasinger called the regular board meeting to order at 6:02 p.m.

**COMMENTS FROM THE CHAIR:**

No comments.

**INTRODUCTION OF NEW EMPLOYEES:**

New employees will be acknowledged at a later date.

**CONSENT AGENDA:**

Chair Wasinger asked if Trustees wished to remove any items from the consent agenda.

Trustee Douglass requested II E and Trustee Hitz requested II F to be removed for discussion.

Chair Wasinger then asked for a motion approving consent agenda items II A, II B-1, B-2, II C-1, C-2, C-3, C-4 and II D. Holding II E and II F for separate discussion.

**Motion:**

*Hitz moved, seconded by Tedrow to approve consent agenda items II A, II B-1, B-2, II C-1, C-2, C-3, C-4 and II D. Holding II E and II F for separate discussion.*

*Ayes: Wasinger, Douglass, Smith, Tedrow, Rupp, Hitz*

*Nays: None*

*Motion carried: 6-0*

**Approved actions follow:**

**(A) Approval of minutes of previous meetings (April 14, 2020)**

(Supporting documents filed with official minutes.)

**(B) Approval of personnel actions-Human Resources**

**B-1 Human Resources Report**

**B-2 Adjunct/Outreach Contracts**

(Supporting documents filed with official minutes.)

**(C) Financial Information**

**C-1 Checks processed in excess of \$50,000**

**C-2 Revenues**

**C-3 Expenses**

**C-4 Cash in Bank**

(Supporting documents filed with official minutes.)

**(D) Non-Renewal of Employment Contracts**

(Supporting documents filed with official minutes.)

**II E, Tax Incentive Grant**

Trustee Douglass requested information on what it means to apply for a tax incentive grant. Dr. Ruda explained that the Department of Commerce offers this grant to non-profit organizations. The organization can then sell those tax incentives to the public in an effort to raise money. GCCC will be using the monies for mobile cadaver tables. GCCC will partner with our local high schools to loan out the cadaver tables for high school students use also.

**II F, Increase Spending Authority for External Investigation**

Trustee Hitz inquired as to why GCCC was receiving an invoice this late. CFO, Karla Armstrong stated that Lewis Brisbois had received (2) late invoices from Dr. Walters. Trustee Hitz and other trustees engaged in a lengthy discussion as to approval of this request for additional funds. Trustee Tedrow suggested a letter with payment to confirm that this will be GCCC's final payment to Lewis Brisbois.

**Motion:**

***Rupp moved, seconded by Smith to approve consent agenda items II E, Tax Incentive Grant.***

***Ayes: Wasinger, Hitz, Douglass, Smith, Tedrow, Rupp***

***Nays: None***

***Motion carried: 6-0***

(Supporting documents filed with official minutes.)

**Motion:**

*Tedrow moved, seconded by Rupp to approve consent agenda items II F, Increase Spending Authority for External Investigation.*

*Ayes: Wasinger, Douglass, Tedrow, Rupp*

*Nays: Hitz, Smith*

**Motion carried: 4-2**

(Supporting documents filed with official minutes.)

**MONITORING REPORTS and ENDS REPORT**

The trustees discussed Treatment of People 1-4 and approved as presented.

**REVIEW MONITORING REPORT:**

No review scheduled

**PUBLIC COMMENTS:**

No comments this month.

**PRESIDENT'S REPORT:**

This portion of the meeting is related to student accomplishments, activities, campus visitors, and special events that have taken place in the GCCC campus community since the last Board of Trustee meeting.

## **President's Report**

Board of Trustees – Tuesday, May 12, 2020

No accompanying Prezi. Meeting will begin at 6 p.m. at <https://zoom.us/j/95038159058>

### **100<sup>th</sup> Commencement Ceremony**

- GCCC held its 100<sup>th</sup> commencement program on Friday, May 8.
- It was livestreamed on You Tube's Buster TV. And a recording is also available.
- The program featured every graduating student who opted in to "walk" for graduation.
  - Many students also submitted photos and personal info (such as their activities and memories) to be displayed during the program.
  - Students received digital copies of the slides that were showcased during the virtual program on Monday as a keepsake/moment.
  - They will receive a hard copy of the commencement program featuring names of all 508 graduates when they receive their diplomas later this summer.
- At peak, over 575 viewers were watching the program live on Friday.
- Nearly 3,500 views on YouTube total to date.
- The program was a tremendous team effort involving administration, Records Office, Creative Services, PR/Marketing, IT, and Adam Shrimplin from Shrimplin Photography.

### **Spring—**

Wrapping up the spring semester and finishing with finals this week. At the end of the semester, spring enrollment was up 70 students (4.25%) and was approximately (.3%) down in credit hours. Despite what we have worked through and the transition to distance learning, this is a good sign and proud of the work by faculty and staff to keep the withdrawals and loss of credit hours negligible. In the middle of March prior to going to online, we were experiencing a 1.5% increase in credit hours, so to be able to mitigate and work through this with students is reassuring of the processes in place. Our focus has transitioned to summer and fall enrollment and working to complete virtual enrollment days with students at this time. Currently, the admissions office has 261 students registered for enrollment days and will be coordinating orientation, advising and enrollment with students for these selected days for fall.

### **CARES Act/Emergency Grants**

- Over \$572,000 in CARES Act funds have been distributed to 723 eligible students.
- The bulk of these were mailed late last week as checks to current addresses and included a letter from myself.
  - About 180 have applied for additional emergency grant funds; these applications will be reviewed by Financial Aid Office.
- A webpage went live on Monday on the GCCC webpage that details our handling of both the CARES Act and emergency grant application.
  - The webpage is required for DOE compliance and details about how many students received funding and how much money has been distributed will be updated weekly on this page.
- We will continue to distribute these funds as more students become eligible by completing their 19-20 FAFSA this spring
- If all funds are not exhausted, it is possible some Summer 2020 students will also receive CARES Act funding.

### **Re-opening committee**

The college has implemented a committee to review and provide a framework for re-opening. Following the Plan set forth by Governor Kelly on the four phases of reopening, the committee is working to develop policies and protocol for reopening GCCC. While there is not a timeframe set on when we will reopen, the most important aspect at this point is to use this time to put preventative measures and safety measures in place. In addition to policies and protocol, the committee is also reviewing physical prevention features such as plexiglass inserts at main office counters, enhanced and increased cleaning and sanitation and other steps. As a college, other considerations that are being discussed and reviewed are for residential life as well as for the classroom setting as we prepare for fall and reopening.

### **FHSU – Transfer Connect**

- Transfer Connect is a new partnership between GCCC and FHSU that went live April 20.
- At least five students have signed up for this program already.
- It allows students to receive academic advising as a GCCC student from a FHSU transfer coordinator, streamlining the transfer process by providing a direct line of communication with FHSU staff.
- It is a very valuable partnership because more students transfer to FHSU from GCCC than any out Kansas college or university (approx. 40-50 annually, KBOR reporting).

### **Rural Business Development Grant**

GCCC has been notified that we have received the Rural Business development grant that we submitted. This grant will cover the costs for \$34,000 worth of equipment for the carpentry program. We will begin to work with the advisory council to get equipment ordered and in place for the fall semester.

**REPORT FROM FINNEY COUNTY ECONOMIC DEVELOPMENT CORPORATION (FCEDC):**

No report from FCEDC this month.

**REPORT FROM KACCT:**

Beth Tedrow was notified on April 27 that the KACCT Executive Committee will conduct a Zoom call on June 6 from 8:15a.m to 9:45a.m.

**REPORT FROM SGA:**

No report from SGA this month.

**REPORT FROM FACULTY SENATE:**

Nicole Dick, Math Instructor /Faculty Senate, communicated that faculty are currently administering finals and working on instructional policies. Faculty Senate will not vote until the fall.

**OWNERSHIP LINKAGE:**

Trustee Wasinger would like to commend Dr. Ruda and his administration for taking care of their own. GCCC did not furlough any employees and made sure that they still feel appreciated by delivering yard signs to express we are all one big Buster Family.

**EXECUTIVE SESSION:**

**Motion:**

*Smith moved, seconded by Tedrow to go into executive session for fifteen (15) minutes, for the purpose of an individual employee's performance, allowing five (5) minutes to clear the room. The open meeting will resume in the President's Conference Room in fifteen minutes (15) (7:40 p.m.). Included in the executive session will be Trustees only.*

*Ayes: Tedrow, Douglass, Hitz, Smith, Wasinger, Rupp*

*Nays: None*

*Motion carried: 6-0*

Board recessed into executive session at 7:25 p.m.

**Included in Executive Session:**

GCCC Board of Trustees

Board reconvened into open session at 7:40 p.m.

**No action taken.**

At this current time, the BOT would like to compensate Dr. Ruda for 10 days of vacation.

**Motion:**

*Tedrow moved, seconded by Smith to approve a ten-day vacation payout to President Ruda.*

*Ayes: Wasinger, Douglass, Smith, Tedrow, Rupp, Hitz*

*Nays: None*

*Motion carried: 6-0*

*Meeting of Trustees*  
*May 12, 2020*

Next Board meeting will be June 9, 2020  
July 2020 meeting will be moved to July 21 to accommodate the budget's completion.

Meeting adjourned at 7:53 p.m. by Chair Wasinger.

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Amy R McVey  
Deputy Clerk

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Dr. Ryan Ruda  
President

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Dr. Blake Wasinger  
Chairman of the Board



**Agenda No: II-B**

**Date: June 9, 2020**

**Topic: Approval of Personnel Actions-Human Resources  
Adjunct/Outreach Contracts**

**Presenter:** Dr. Ryan Ruda

**Background Information:**

All full-time employees hired by the college's administration are presented monthly to the board. The following document represents new employees and transfers/promotions serving Garden City Community College and are presented for board approval.

**Budget Information:**

Salaries are commensurate with duties and responsibilities and are included in the annual budget.

**Recommended Board Action:**

Approve the personnel for employment, retirement, separation, and transfer/promotion as reported by the office of Human Relations.

**Board Action Taken:**              Approved       Disapproved  
      Ayes          Nays       No Action

**Board Member Notes:**



June 1, 2020

**To:** Board of Trustees

**From:** Alexis Saenz, Human Resources Assistant

**New Hires:**

Amy Schmeckpeper, Head Softball Coach, effective, June 1, 2020

**Transfers:**

None to report

**Separations:**

Nicholas Salazar, HPER Instructor, effective, May 19, 2020

**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**  
**ADJUNCT/OUTREACH FACULTY CONTRACTS**  
(Presented to Board of Trustees for Approval 06/09/2020)

INSTRUCTOR	CLASS	AMOUNT
Adams, Karen	Health Education HPER-106-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Albert, Kathleen	Anatomy & Physiology I BIOL-211-50 - 4.00 credit hour(s) 4.00 credit hour(s) X \$600.00 = \$2400.00 5/26/2020 - 8/7/2020	\$2,400.00
Arandia, Mark	Introduction to Philosophy PHIL-101-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$600.00 = \$1800.00 5/26/2020 - 7/3/2020	\$1,800.00
Behrends, Marianna	Introduction to Food Science ANSI-131-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$500.00 = \$1500.00 5/26/2020 - 8/7/2020	\$1,500.00
Bergan, Nicholas	Principles of Econ: Macro ECON-111-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$520.00 = \$1560.00 5/26/2020 - 8/7/2020	\$1,560.00
Burrus, Cynthia	Intro Computer Concepts & Appl CSCI-110-51 - 3.00 credit hour(s) 4/6 of 3.00 credit hour(s) X \$520.00 = \$1040.00 5/26/2020 - 8/7/2020	\$1,040.00
Caldwell, Kyle	Food Sanitation ANSI-209-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$500.00 = \$1500.00 5/26/2020 - 8/7/2020	\$1,500.00
Carr, Stacey	Public Speaking SPCH-111-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00

**GARDEN CITY COMMUNITY COLLEGE**  
**ADJUNCT/OUTREACH FACULTY CONTRACTS**  
(Presented to Board of Trustees for Approval 06/09/2020)

Cundiff, Cody	General Psychology PSYC-101-42 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Estes, Brittany	Introduction to Literature I LITR-210-50 - 3.00 credit hour(s) 5/6 of 3.00 credit hour(s) X \$520.00 = \$1300.00 5/26/2020 - 8/7/2020	\$1,300.00
Glenn, Skyler	Meat and Carcass Evaluation ANSI-129-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$520.00 = \$1560.00 5/26/2020 - 8/7/2020	\$1,560.00
Goosey, Veronica	Basic English *** ENGL-090-01 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Greathouse, Lachele	Intro Computer Concepts & Appl CSCI-110-52 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Grubbs, Ryan	Brakes AUTO-1073-01 - 3.00 credit hour(s) 6/8 of 3.00 credit hour(s) X \$800.00 = \$1800.00 5/26/2020 - 6/25/2020	\$1,800.00
Grubbs, Ryan	Brakes Lab AUTO-107L-01 - 2.00 credit hour(s) 6/8 of 2.00 credit hour(s) X \$800.00 = \$1200.00 5/26/2020 - 6/25/2020	\$1,200.00
Harbin, Renee	Marketing BSAD-123-51 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00

**GARDEN CITY COMMUNITY COLLEGE  
 ADJUNCT/OUTREACH FACULTY CONTRACTS  
 (Presented to Board of Trustees for Approval 06/09/2020)**

Hays, David	Intermediate Algebra MATH-107-51 - 3.00 credit hour(s) 3.00 credit hour(s) X \$540.00 = \$1620.00 5/26/2020 - 8/7/2020	\$1,620.00
Heaton, Tyrell	World Geography GEOG-101-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$620.00 = \$1860.00 5/26/2020 - 7/3/2020	\$1,860.00
Hernandez, Sheena	Intermediate English *** ENGL-091-30 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Kocher, Amy	Intermediate Algebra MATH-107-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Komm, Adam	Business Ethics BSAD-220-50 - 3.00 credit hour(s) 4/6 of 3.00 credit hour(s) X \$540.00 = \$1080.00 5/26/2020 - 8/7/2020	\$1,080.00
Kristalyn, Seth	English I ENGL-101-01 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Lamb, Winsom	Introduction to Sociology SOCI-102-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Meier, Shelley	Music for Elementary Teachers EDUC-201-50 - 3.00 credit hour(s) 2/6 of 3.00 credit hour(s) X \$500.00 = \$500.00 5/26/2020 - 8/7/2020	\$500.00

**GARDEN CITY COMMUNITY COLLEGE  
 ADJUNCT/OUTREACH FACULTY CONTRACTS  
 (Presented to Board of Trustees for Approval 06/09/2020)**

Morris, Courtney	College Reading *** READ-093-40 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Morris, Courtney	Foundations of Education EDUC-105-40 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Neri, Elise	Beginning Algebra *** MATH-006-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$520.00 = \$1560.00 5/26/2020 - 7/3/2020	\$1,560.00
Nguyen, Thuy	College Algebra MATH-108-01 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Ortega, Susan	Accounting I ACCT-102-51 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00
Piller, David	Intro to Criminal Justice CRIM-101-50 - 3.00 credit hour(s) 2/6 of 3.00 credit hour(s) X \$500.00 = \$500.00 5/26/2020 - 8/7/2020	\$500.00
Reyes, Vicky	College Success PCDE-101-50 - 1.00 credit hour(s) 1.00 credit hour(s) X \$500.00 = \$500.00 5/26/2020 - 6/12/2020	\$500.00
Saddler, Dru	American History to 1877 HIST-103-01 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 5/26/2020 - 7/3/2020	\$2,400.00

**GARDEN CITY COMMUNITY COLLEGE**  
**ADJUNCT/OUTREACH FACULTY CONTRACTS**  
(Presented to Board of Trustees for Approval 06/09/2020)

Schafer, John	Principles of Biology BIOL-105-30 - 5.00 credit hour(s) 5.00 credit hour(s) X \$800.00 = \$4000.00 5/26/2020 - 7/3/2020	\$4,000.00
Simmons, John	Microbiology BIOL-213-50 - 5.00 credit hour(s) 5.00 credit hour(s) X \$600.00 = \$3000.00 5/26/2020 - 8/7/2020	\$3,000.00
Simmons, John	Microbiology BIOL-213-51 - 5.00 credit hour(s) 5.00 credit hour(s) X \$600.00 = \$3000.00 5/26/2020 - 8/7/2020	\$3,000.00
Stevenor, Jane	English I ENGL-101-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$540.00 = \$1620.00 5/26/2020 - 8/7/2020	\$1,620.00
Stevenor, Jane	English II ENGL-102-51 - 3.00 credit hour(s) 3.00 credit hour(s) X \$540.00 = \$1620.00 5/26/2020 - 8/7/2020	\$1,620.00
Tangumonkem, Eric	Physical Geology PHSC-205-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$600.00 = \$1800.00 5/26/2020 - 8/7/2020	\$1,800.00
Tharman, Elizabeth	Anatomy & Physiology I BIOL-211-01 - 4.00 credit hour(s) 4.00 credit hour(s) X \$800.00 = \$3200.00 5/26/2020 - 7/3/2020	\$3,200.00
Vadapally, Praveen	General Chemistry CHEM-105-50 - 5.00 credit hour(s) 5.00 credit hour(s) X \$600.00 = \$3000.00 5/26/2020 - 8/7/2020	\$3,000.00

**GARDEN CITY COMMUNITY COLLEGE  
ADJUNCT/OUTREACH FACULTY CONTRACTS**  
(Presented to Board of Trustees for Approval 06/09/2020)

Weaver, Melissa	Public Speaking SPCH-111-51 - 3.00 credit hour(s) 3.00 credit hour(s) X \$500.00 = \$1500.00 5/26/2020 - 7/3/2020	\$1,500.00
Whitehill, Judy	Human Sexuality SOC1-104-50 - 3.00 credit hour(s) 4/6 of 3.00 credit hour(s) X \$520.00 = \$1040.00 5/26/2020 - 8/7/2020	\$1,040.00
Winger, Christian	Dealer Internship I JDAT-107-01 - 2.00 credit hour(s) 2.00 credit hour(s) X \$800.00 = \$1600.00 5/25/2020 - 7/3/2020	\$1,600.00
Woolever, Sharon	Medical Terminology EMIC-104-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$500.00 = \$1500.00 5/26/2020 - 8/7/2020	\$1,500.00
Wright, Lora	Introduction to Food Law ANSI-215-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$500.00 = \$1500.00 5/26/2020 - 8/7/2020	\$1,500.00
Yeater, Michael	Principles of Meat Science ANSI-207-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$600.00 = \$1800.00 5/26/2020 - 8/7/2020	\$1,800.00

**Total:** \$89,460.00



**Agenda No: II-C**

**Date: June 9, 2020**

**Topic:** Financial Information

**Presenter:** Dr. Ryan Ruda

**Background Information:**

Presentation of monthly financial documents:

- Checks over \$50,000
- Revenues
- Expenses
- Cash in Bank

**Budget Information:**

Financial information represents 1) monthly expenditures over \$20,000 2) cash deposits.

**Recommended Board Action:**

Accept and approve financial information as presented.

**Board Action Taken:**         **Approved**  **Disapproved**

**Ayes**    **Nays**    **No Action**

**Board Member Notes:**

**Garden City Community College**

**5/31/2020 - 91.67% of Year**

**Published Funds Operating Revenues and Expenses**

	Budget FY20			Difference from prior year	FY19		
	Adopted Working Budget	YTD Rev/Exp with encumbrances	YTD % of Budget		Adopted Working Budget	YTD Rev/Exp with encumbrances	YTD % of Budget
<b>Revenues</b>							
Fund 11 - General Fund *	\$ 15,538,563	\$ 13,142,078	84.58%	0.60%	\$ 15,962,157	\$ 13,404,258	83.98%
Fund 12 - PTE	\$ 2,908,180	\$ 1,530,740	52.64%	-0.05%	\$ 2,685,684	\$ 1,414,963	52.69%
Fund 16 - Auxillary	\$ 3,824,396	\$ 2,673,937	69.92%	-9.81%	\$ 3,602,424	\$ 2,872,162	79.73%
Fund 61 - Capital Outlay **	\$ 1,087,799	\$ 657,056	60.40%	-8.63%	\$ 531,401	\$ 366,825	69.03%
<b>TOTAL</b>	<b>\$ 23,358,938</b>	<b>\$ 18,003,811</b>	<b>77.07%</b>	<b>-2.19%</b>	<b>\$ 22,781,666</b>	<b>\$ 18,058,208</b>	<b>79.27%</b>
<b>Expenses</b>							
Fund 11 - General Fund	\$ 15,538,563	\$ 13,825,038	88.97%	3.18%	\$ 15,962,157	\$ 13,694,343	85.79%
Fund 12 - PTE	\$ 2,908,180	\$ 2,378,149	81.77%	-0.93%	\$ 2,685,684	\$ 2,221,266	82.71%
Fund 16 - Auxillary	\$ 3,824,396	\$ 3,086,933	80.72%	0.03%	\$ 3,602,424	\$ 2,906,695	80.69%
Fund 61 - Capital Outlay	\$ 1,087,799	\$ 316,738	29.12%	25.48%	\$ 1,000,000	\$ 36,394	3.64%
<b>TOTAL</b>	<b>\$ 23,358,938</b>	<b>\$ 19,606,858</b>	<b>83.94%</b>	<b>2.83%</b>	<b>\$ 23,250,265</b>	<b>\$ 18,858,698</b>	<b>81.11%</b>

kja  
6.4.2020

## CHECKS PROCESSED IN EXCESS OF \$50,000

May 2020

### Purchases over \$50,000 requiring Board Approval

- \$148,926.14 wire sent to Capital One for Lease Purchase payment for the Athletic Field (payment due 6/1/20, wire sent 5/14/20). The Board of Trustees approved the financing agreement on June 18, 2013.

### Payments over \$50,000 not requiring bid sheets

- Check #275429 to Blue Cross-Blue Shield of Kansas for \$105,788.32 for June 2020 health insurance premiums for employees.

**REVENUES**  
06/04/20

Garden City Community College  
Annual Budget Report Ending 05/31/20  
Options - All Statuses

Fiscal Year: 2020

BUDGET OFFICER: Unassigned

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
11-00-0000-00000-4001 TUITION IN STATE :	0.00	0.00	1,495,985.26-	1,672,568.00-	176,582.74-
11-00-0000-00000-4004 TUITION OUT OF STA	0.00	0.00	277,120.00-	231,952.00-	45,168.00
11-00-0000-00000-4005 ACAD COURSE FEE :	0.00	4,198.00-	90,859.00-	94,136.00-	3,277.00-
11-00-0000-00000-4007 TECHNOLOGY FEE-C :	0.00	56,164.25-	642,792.45-	542,351.00-	100,441.45
11-00-0000-00000-4011 MISC STUDENT BILL	0.00	748.43	17,041.89-	100,000.00-	117,041.89
11-00-0000-00000-4013 TUITION INTERNATIO	0.00	0.00	120,344.00-	115,615.00-	4,729.00
11-00-0000-00000-4014 TUITION BORDER STA	0.00	0.00	203,100.00-	177,056.00-	26,044.00
11-00-0000-00000-4015 ONLINE COURSE FEE	0.00	130,428.00-	375,348.00-	273,804.00-	101,544.00
11-00-0000-00000-4016 NO SHOW FEE : GENE	0.00	0.00	9,150.00-	10,000.00-	850.00-
11-00-0000-00000-4018 RESOURCE CHARGE :	0.00	0.00	2,496.00-	0.00	2,496.00
11-00-0000-00000-4020 INTERNATIONAL FEE	0.00	450.00-	3,003.31-	2,274.00-	729.31
11-00-0000-00000-4021 TUITION ONLINE : G	0.00	241,560.00-	755,424.00-	513,147.00-	242,277.00
11-00-0000-00000-4501 BUILDING/ROOM RENT	0.00	0.00	23,515.00-	30,000.00-	6,485.00-
11-00-0000-00000-4512 VENDING MACHINES :	0.00	0.00	2,935.20-	5,000.00-	2,064.80-
11-00-0000-00000-4601 STATE OPERATING GR	0.00	0.00	1,753,383.00-	1,753,383.00-	0.00
11-00-0000-00000-4803 AD VALOREM PROPERTY	0.00	0.00	6,101,603.87-	10,173,241.00-	4,071,637.13-
11-00-0000-00000-4805 MOTOR VEHICLE PROP	0.00	0.00	703,342.13-	703,863.00-	520.87-
11-00-0000-00000-4806 RECREATIONAL VEHIC	0.00	0.00	49,723.40-	9,302.00-	40,421.40
11-00-0000-00000-4807 DELINQUENT TAX : G	0.00	0.00	165,107.12-	204,724.00-	39,616.88-
11-00-0000-00000-4808 PAYMENTS IN LIEU O	0.00	0.00	97,548.82-	134,000.00-	36,451.18-
11-00-0000-00000-4809 RENTAL EXCISE TAX	0.00	0.00	11,896.68-	13,160.00-	1,263.32-
11-00-0000-00000-4810 16/20 M TAX : GENE	0.00	0.00	13,419.38-	14,727.00-	1,307.62-
11-00-0000-00000-4814 COMMERCIAL VEHICLE	0.00	0.00	67,252.17-	79,695.00-	12,442.83-
11-00-0000-00000-4815 WATERCRAFT CURRENT	0.00	0.00	0.00	20,096.00-	20,096.00-
11-00-0000-00000-4816 TIF TAX : GENERAL	0.00	0.00	469.87-	340,000.00	340,469.87
11-00-0000-00000-4817 NEIGH REVT : GENER	0.00	0.00	39,301.85	35,000.00	4,301.85-
11-00-0000-00000-4902 INTEREST INCOME :	0.00	24,951.40-	145,040.76-	150,000.00-	4,959.24-
11-00-0000-00000-4904 REIMBURSED SALARY	0.00	0.00	3,594.50-	40,000.00-	36,405.50-
11-00-0000-00000-4905 ADMINISTRATIVE ALL	0.00	0.00	30,449.94-	75,000.00-	44,550.06-
11-00-0000-00000-4907 MISCELLANEOUS INCO	0.00	150.29-	13,015.24-	130,000.00-	116,984.76-
11-00-0000-00000-4912 TRANSCRIPTS : GENE	0.00	328.72-	6,657.82-	10,000.00-	3,342.18-
00-0000-00000-4999 CONTRA-REV/FUND TR	0.00	0.00	0.00	1,165,531.00	1,165,531.00
Totals for FUND: 11 - GENERAL	0.00	457,482.23-	13,142,316.96-	15,538,563.00-	2,396,246.04-
00-0000-00000-4005 ACAD COURSE FEE :	0.00	3,225.00-	304,503.46-	595,482.00-	290,978.54-
12-00-0000-00000-4015 ONLINE COURSE FEE	0.00	26,307.00-	97,242.00-	72,783.00-	24,459.00
12-00-0000-00000-4601 STATE OPERATING GR	0.00	0.00	1,014,384.00-	1,014,384.00-	0.00
12-00-0000-00000-4603 STATE PMT FOR TUIT	0.00	0.00	114,611.00-	60,000.00-	54,611.00
12-00-0000-00000-4999 CONTRA-REV/FUND TR	0.00	0.00	0.00	1,165,531.00-	1,165,531.00-
Totals for FUND: 12 - PTE FUND	0.00	29,532.00-	1,530,740.46-	2,908,180.00-	1,377,439.54-

16-00-5008-00000-4102 PRIVATE GIFTS/GRAN	0.00	0.00	3,000.00-	0.00	0.00	3,000.00	0.00
16-00-5008-00000-4401 SALES & SERV OF ED	0.00	0.00	9,561.00-	14,264.00-	4,703.00-	32.97	
16-00-5008-00000-9999 CONTINGENCY ACCOUN	0.00	0.00	0.00	32,236.00-	32,236.00-	100.00	
16-00-5011-00000-4009 S U FEES : GENERAL	0.00	11,233.36-	128,689.27-	140,000.00-	11,310.73-	8.08	
16-00-5011-00000-4011 MISC STUDENT BILL	0.00	312.40-	5,231.28-	110,000.00-	104,768.72-	95.24	
16-00-5011-00000-4501 BUILDING/ROOM RENT	0.00	6,000.00-	94,790.32-	100,000.00-	5,209.68-	5.21	
16-00-5011-00000-4503 S U DORM BOARD & R	0.00	471.00	1,919,916.03-	2,600,000.00-	680,083.97-	26.16	
16-00-5011-00000-4505 DEPOSITS FORFEITED	0.00	0.00	0.00	2,000.00-	2,000.00-	100.00	
16-00-5011-00000-4506 DORMITORY DAMAGE :	0.00	0.00	150.00-	10,000.00-	9,850.00-	98.50	
16-00-5011-00000-4507 KEYS : GENERAL	0.00	0.00	3,185.00-	6,000.00-	2,815.00-	46.92	
16-00-5011-00000-4508 RESERVATION FEE :	0.00	0.00	35,625.00-	50,000.00-	14,375.00-	28.75	
16-00-5011-00000-4511 CATER & BOOKSTORE	0.00	3,210.14-	12,115.41-	20,000.00-	7,884.59-	39.42	
16-00-5011-00000-4512 VENDING MACHINES :	0.00	0.00	2,709.19-	5,000.00-	2,290.81-	45.82	
16-00-5011-00000-4516 GUEST ACCOMODATION	0.00	0.00	0.00	1,000.00-	1,000.00-	100.00	
16-00-5011-00000-4907 MISCELLANEOUS INCO	0.00	0.00	0.00	1,000.00-	1,000.00-	100.00	
16-00-5012-00000-4011 MISC STUDENT BILL	0.00	533.08-	3,362.68-	146,137.00-	146,137.00-	100.00	
16-00-5012-00000-4401 SALES & SERV OF ED	0.00	0.00	24,435.90-	30,000.00-	5,564.10-	18.55	
16-00-5012-00000-4504 COSMETOLOGY FEES :	0.00	0.00	100,711.94-	111,074.75-	10,362.81-	9.33	
16-00-5012-00000-4907 MISCELLANEOUS INCO	0.00	0.00	1,999.83-	1,717.88-	281.95	16.40-	
16-00-5012-00000-9999 CONTINGENCY ACCOUN	0.00	0.00	0.00	11,184.00-	11,184.00-	100.00	
16-00-5100-00000-4018 RESOURCE CHARGE :	0.00	20,609.89-	211,953.72-	250,000.00-	38,046.28-	15.22	
16-00-5100-00000-4520 SALES - NEW TEXTBO	0.00	0.00	59,578.56-	120,000.00-	60,421.44-	50.35	
16-00-5100-00000-4521 SALES - USED TEXTB	0.00	0.00	1,523.32-	40,000.00-	38,476.68-	96.19	
16-00-5100-00000-4522 SALES - TRADE BOOK	0.00	0.00	468.45-	0.00	468.45	0.00	
16-00-5100-00000-4523 SALES - RENTAL BOO	0.00	0.00	615.00-	10,000.00-	9,385.00-	93.85	
16-00-5100-00000-4525 SALES - SUPPLIES :	0.00	0.00	6,727.63-	20,000.00-	13,272.37-	66.36	
16-00-5100-00000-4526 SALES - CLOTHING :	0.00	174.88-	38,586.55-	55,000.00-	16,413.45-	29.84	
16-00-5100-00000-4527 SALES - GIFTS : GE	0.00	41.65-	8,674.72-	10,000.00-	1,325.28-	13.25	
16-00-5100-00000-4528 SALES - FOOD : GEN	0.00	0.00	15.72-	1,000.00-	984.28-	98.43	
16-00-5100-00000-4530 RENTAL FEES - CALC	0.00	0.00	310.00-	1,000.00-	690.00-	69.00	
16-00-5100-00000-9999 CONTINGENCY ACCOUN	0.00	0.00	0.00	87,091.00-	87,091.00-	100.00	
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Totals for FUND: 16 - AUXILIARY ENTITI	0.00	41,644.40-	2,673,936.52-	3,985,704.63-	1,311,768.11-	32.91	
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61-00-0000-00000-4102 PRIVATE GIFTS/GRAN	0.00	0.00	300,000.00-	0.00	300,000.00	0.00	
61-00-0000-00000-4803 AD VALOREM PROPERT	0.00	0.00	305,318.34-	498,607.00-	193,288.66-	38.77	
61-00-0000-00000-4805 MOTOR VEHICLE PROP	0.00	0.00	35,044.68-	39,360.00-	4,315.32-	10.96	
61-00-0000-00000-4806 RECREATIONAL VEHIC	0.00	0.00	415.35-	447.00-	31.65-	7.08	
61-00-0000-00000-4807 DELINQUENT TAX : G	0.00	0.00	8,300.60-	7,689.00-	611.60	7.94-	
61-00-0000-00000-4808 PAYMENTS IN LIEU O	0.00	0.00	4,793.80-	6,425.00-	1,631.20-	25.39	
61-00-0000-00000-4809 RENTAL EXCISE TAX	0.00	0.00	601.17-	0.00	601.17	0.00	
61-00-0000-00000-4810 16/20 M TAX : GENE	0.00	0.00	663.79-	0.00	663.79	0.00	
61-00-0000-00000-4811 TAX IN PROCESS : G	0.00	0.00	0.00	5,695.00-	5,695.00-	100.00	
61-00-0000-00000-4814 COMMERCIAL VEHICLE	0.00	0.00	3,859.10-	0.00	3,859.10	0.00	
61-00-0000-00000-4816 TIF TAX : GENERAL	0.00	0.00	23.74-	0.00	23.74	0.00	
61-00-0000-00000-4817 NEIGH REVT : GENER	0.00	0.00	1,964.95	0.00	1,964.95-	0.00	
61-00-0000-00000-9999 CONTINGENCY ACCOUN	0.00	0.00	0.00	529,576.00-	529,576.00-	100.00	
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Totals for FUND: 61 - CAPITAL OUTLAY	0.00	0.00	657,055.62-	1,087,799.00-	430,743.38-	39.60	
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Totals for BUDGET.OFFICER: Unassigned	0.00	528,658.63-	18,004,049.56-	23,520,246.63-	5,516,197.07-	23.45	

FUND: 11 - GENERAL

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 00000 - GENERAL	0.00	0.00	0.00	689,917.00-	689,917.00- 100.00
DEPARTMENT: 11005 - INSTRUCTION SALARY	0.00	1,067.26	15,947.07	0.00	15,947.07- 0.00
DEPARTMENT: 11010 - BUSINESS & ECONOMI	0.00	45,721.42	236,264.56	219,857.86	16,406.70- 7.45-
DEPARTMENT: 11020 - HUMANITIES	0.00	19,627.50	88,367.02	65,514.00	22,853.02- 34.87-
DEPARTMENT: 11021 - ENGLISH	0.00	37,276.92	382,293.98	434,070.00	51,776.02 11.93
DEPARTMENT: 11022 - SPEECH	0.00	22,005.43	128,405.86	97,924.00	30,481.86- 31.12-
DEPARTMENT: 11023 - PHILOSOPHY	0.00	1,453.27	7,750.82	0.00	7,750.82- 0.00
DEPARTMENT: 11025 - JOURNALISM	0.00	0.00	14,828.08	30,825.00	15,996.92 51.90
DEPARTMENT: 11026 - BROADCASTING	0.00	0.00	0.00	465.00	465.00 100.00
DEPARTMENT: 11030 - ART	0.00	15,713.17	180,918.14	148,802.00	32,116.14- 21.57-
DEPARTMENT: 11031 - DRAMA	0.00	5,690.20	69,278.96	80,334.00	11,055.04 13.76
DEPARTMENT: 11032 - VOCAL MUSIC	0.00	5,729.27	66,588.30	60,188.00	6,400.30- 10.62-
DEPARTMENT: 11033 - INST MUSIC	0.00	10,422.15	181,495.20	150,669.10	30,826.10- 20.45-
DEPARTMENT: 11040 - SCIENCE	5,063.85	69,309.06	444,736.57	466,659.35	16,858.93 3.61
DEPARTMENT: 11050 - MATH	0.00	28,901.05	292,742.72	299,271.25	6,528.53 2.18
DEPARTMENT: 11060 - SOCIAL SCIENCE	0.00	35,727.60	352,585.99	320,595.64	31,990.35- 9.97-
DEPARTMENT: 11070 - HEALTH & PHYSICAL	0.00	9,270.21	97,545.29	69,699.00	27,846.29- 39.94-
DEPARTMENT: 11071 - WELLNESS-SUPER CIR	0.00	5,631.87	69,320.72	81,682.00	12,361.28 15.13
DEPARTMENT: 11081 - READING	0.00	10,545.72	109,217.49	120,758.00	11,540.51 9.56
DEPARTMENT: 11082 - ESL	0.00	6,138.19	61,417.69	76,169.00	14,751.31 19.37
DEPARTMENT: 11083 - COLLEGE SKILLS	0.00	1,195.07	19,454.50	0.00	19,454.50- 0.00
DEPARTMENT: 11090 - QUIZ BOWL/ACAD CHA	0.00	160.96	7,862.05	2,000.00	5,862.05- 293.09-
DEPARTMENT: 11100 - TECHNOLOGY--INSTRU	0.00	0.00	0.00	0.00	0.00 0.00
DEPARTMENT: 12012 - COMPUTER SCIENCE	0.00	0.00	1,211.07	0.00	1,211.07- 0.00
DEPARTMENT: 12241 - FIRE SCIENCE	0.00	0.00	0.00	0.00	0.00 0.00
DEPARTMENT: 12242 - CHALLENGE COURSE	0.00	0.00	538.25	0.00	538.25- 0.00
DEPARTMENT: 41000 - LIBRARY	14.47-	12,222.17	153,037.97	179,157.00	26,133.50 14.59
DEPARTMENT: 41009 - COMPREHENSIVE LEAR	0.00	9,889.25	93,864.98	99,824.00	5,959.02 5.97
DEPARTMENT: 41100 - TECHNOLOGY-INSTRUC	4,343.00	9,837.49	449,290.73	539,063.00	85,429.27 15.85
DEPARTMENT: 42000 - VP ON INSTRUCTION	0.00	17,248.30	217,449.39	815,006.80	597,557.41 73.32
DEPARTMENT: 42001 - DEAN OF ACADEMICS	0.00	16,096.97	165,165.05	133,629.00	31,536.05- 23.59-
DEPARTMENT: 42002 - OUTREACH	0.00	12,738.74	54,166.51	100,068.00	45,901.49 45.87
DEPARTMENT: 44000 - INSTRUCTIONAL DESI	0.00	10,460.83	130,205.03	144,624.00	14,418.97 9.97
DEPARTMENT: 46000 - DEVELOPMENTAL EDUC	0.00	5,878.95	64,773.44	72,065.00	7,291.56 10.12
DEPARTMENT: 50000 - DEAN OF STUDENT SE	0.00	30,574.24	322,484.40	341,305.00	18,820.60 5.51
DEPARTMENT: 50001 - STUDENT SUPPORT SE	0.00	0.00	13,225.00	14,000.00	775.00 5.54
DEPARTMENT: 50010 - COUNSELING & GUIDA	0.00	12,591.65	139,149.55	165,203.00	26,053.45 15.77
DEPARTMENT: 50011 - ASSESSMENT/TESTING	0.00	4,475.84	46,262.39	57,593.00	11,330.61 19.67
DEPARTMENT: 50020 - FINANCIAL AID OFFI	0.00	38,050.14	309,575.89	351,518.00	41,942.11 11.93
DEPARTMENT: 50030 - ADMISSIONS	0.00	8,232.03	123,700.89	160,448.00	36,747.11 22.90
DEPARTMENT: 50040 - REGISTRAR'S OFFICE	0.00	13,405.51	161,858.63	182,061.00	20,202.37 11.10
DEPARTMENT: 50050 - STUDENT HEALTH SER	739.05	6,095.57	62,318.16	70,472.00	7,414.79 10.52

DEPARTMENT: 55000 - DIRECTOR OF ATHLET	0.00	14,410.94	531,669.28	578,656.61	46,987.33	8.12
DEPARTMENT: 55001 - MEN'S BASKETBALL	0.00	10,701.63	153,336.97	170,287.68	16,950.71	9.95
DEPARTMENT: 55002 - WOMEN'S BASKETBALL	0.00	8,555.43	122,605.17	167,123.00	44,517.83	26.64
DEPARTMENT: 55003 - MEN'S TRACK	0.00	3,843.40	48,233.90	52,381.00	4,147.10	7.92
DEPARTMENT: 55004 - WOMEN'S TRACK	0.00	3,318.43	42,660.31	51,633.00	8,972.69	17.38
DEPARTMENT: 55005 - WOMEN'S SOFTBALL	0.00	6,826.48	103,386.86	137,594.00	34,207.14	24.86
DEPARTMENT: 55006 - FOOTBALL	5,000.00	32,571.08	461,361.84	516,690.00	50,328.16	9.74
DEPARTMENT: 55007 - BASEBALL	0.00	10,468.28	143,255.46	179,398.00	36,142.54	20.15
DEPARTMENT: 55008 - VOLLEYBALL	0.00	8,351.87	112,269.82	120,857.17	8,587.35	7.11
DEPARTMENT: 55009 - WOMEN'S SOCCER	0.00	5,614.87	71,108.54	74,795.45	3,686.91	4.93
DEPARTMENT: 55010 - MEN'S SOCCER	0.00	2,960.38	50,092.15	26,297.40	23,794.75	90.47
DEPARTMENT: 55012 - CHEERLEADING	0.00	2,294.78	67,526.01	61,957.69	5,568.32	8.98
D EPARTMENT: 55014 - RODEO TEAM	678.95	9,958.30	140,031.44	166,084.00	25,373.61	15.28
DEPARTMENT: 55015 - MEN'S GOLF	0.00	428.32	27,294.86	40,044.00	12,749.14	31.84
DEPARTMENT: 55019 - ATHLETIC TRAINING	118.00	9,421.47	177,343.86	193,945.00	16,483.14	8.50
DEPARTMENT: 55020 - PEP BAND	0.00	4,566.28	54,991.59	65,672.00	10,680.41	16.26
DEPARTMENT: 55021 - ESPORTS	0.00	856.95	8,992.95	1,500.00	7,492.95	499.52
DEPARTMENT: 61000 - PRESIDENT	1,363.21	30,530.66	411,306.75	543,070.00	130,400.04	24.01
DEPARTMENT: 61001 - BOARD OF TRUSTEES	0.00	0.00	5,676.79	30,025.00	24,348.21	81.09
DEPARTMENT: 61005 - ATTORNEY	0.00	34,236.13	147,532.42	150,000.00	2,467.58	1.65
DEPARTMENT: 62000 - VP OF ADMIN SERVIC	0.00	192,668.40	1,403,106.36	1,307,252.00	95,854.36	7.32
DEPARTMENT: 62010 - HUMAN RESOURCES	321.17	9,777.51	159,167.29	194,281.00	34,792.54	17.91
DEPARTMENT: 62011 - ADA COMPLIANCE	0.00	4,276.93	90,049.37	61,098.00	28,951.37	47.38
DEPARTMENT: 62050 - ONE-TIME PURCHASES	0.00	0.00	20,543.03	100,000.00	79,456.97	79.46
DEPARTMENT: 63000 - MARKETING/PR	5,615.00	8,119.98	152,862.52	229,854.00	71,376.48	31.05
DEPARTMENT: 64000 - INFORMATION TECHNO	10,723.49	37,200.02	686,756.17	726,834.00	29,354.34	4.04
DEPARTMENT: 65000 - CENTRAL SERVICES	823.70	8,354.67	125,045.12	141,220.00	15,351.18	10.87
DEPARTMENT: 67000 - INSTITUTION EFFECT	0.00	7,750.72	110,126.53	189,572.00	79,445.47	41.91
DEPARTMENT: 70000 - PHYSICAL PLANT ADM	7,817.50	10,866.36	147,415.87	195,932.00	40,698.63	20.77
DEPARTMENT: 71000 - BUILDINGS	8,991.62	34,374.53	464,984.31	532,673.00	58,697.07	11.02
DEPARTMENT: 72000 - CUSTODIAL SERVICES	11,138.78	37,822.87	540,102.12	609,951.00	58,710.10	9.63
DEPARTMENT: 73000 - GROUNDS	3,096.78	22,686.13	272,661.44	305,147.00	29,388.78	9.63
DEPARTMENT: 73001 - ATHLETIC FIELDS	50.00	707.70	24,878.88	28,950.00	4,021.12	13.89
DEPARTMENT: 74000 - VEHICLES	6,526.52	15,049.31	313,684.86	465,490.00	145,278.62	31.21
DEPARTMENT: 75000 - CAMPUS SECURITY	0.00	12,708.16	132,630.47	227,268.00	94,637.53	41.64
DEPARTMENT: 76000 - INSURANCE	0.00	1,672.80	242,193.52	259,856.00	17,662.48	6.80
DEPARTMENT: 77000 - UTILITIES	0.00	40,934.21	655,638.00	831,500.00	175,862.00	21.15
DEPARTMENT: 81000 - BOOK SCHOLARSHIPS	0.00	0.00	19,530.78	0.00	19,530.78	0.00
DEPARTMENT: 81001 - TUIT WAIVER SEN CT	0.00	0.00	2,013.00	100.00	1,913.00	912.99
DEPARTMENT: 81002 - TUIT WAIVER EMPL/D	0.00	366.00	35,319.00	30,000.00	5,319.00	17.72
DEPARTMENT: 81003 - STATE MANDATED WAI	0.00	0.00	8,072.00	11,000.00	2,928.00	26.62
DEPARTMENT: 81004 - TUIT WAIVER CTZ IN	0.00	0.00	21,115.00	151,000.00	129,885.00	86.02
DEPARTMENT: 81006 - TUIT WAIVER FINE A	0.00	0.00	0.00	106,000.00	106,000.00	100.00
DEPARTMENT: 81007 - ACADEMIC SCHOLARSH	0.00	0.00	5,750.00	0.00	5,750.00	0.00
DEPARTMENT: 94000 - STUDENT CENTER	0.00	0.00	14,503.57	43,971.00	29,467.43	67.02
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FUND: 11 - GENERAL	72,396.15	1,184,635.98	13,825,062.96	15,538,563.00	1,641,103.89	10.56
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EXPENSES  
 06/04/20  
 Fiscal Year: 2020

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 12010 - ACCOUNTING	0.00	7,334.26	61,072.30	63,249.00	2,176.70 3.44
DEPARTMENT: 12011 - MID-MANAGEMENT & B	0.00	0.00	109.65	241.00	131.35 54.50
DEPARTMENT: 12012 - COMPUTER SCIENCE	0.00	6,526.82	56,366.51	48,007.00	8,359.51- 17.40-
DEPARTMENT: 12200 - ADN PROGRAM	0.00	38,464.48	253,973.11	314,770.00	60,796.89 19.31
DEPARTMENT: 12201 - LPN PROGRAM	0.00	36,774.75	292,116.67	318,600.00	26,483.33 8.31
DEPARTMENT: 12202 - EMT	200.00	14,131.30	186,817.41	191,517.00	4,499.59 2.35
DEPARTMENT: 12203 - ALLIED HEALTH	0.00	7,988.52	190,725.69	200,255.00	9,529.31 4.76
DEPARTMENT: 12210 - AGRICULTURE	0.00	4,288.69	50,917.10	62,288.00	11,370.90 18.26
DEPARTMENT: 12211 - ANIMAL SCIENCE	632.04	12,500.83	145,586.02	116,434.00	29,784.06- 25.57-
DEPARTMENT: 12220 - JOHN DEERE AG TECH	5,772.52	12,612.78	189,809.92	196,191.00	608.56 0.31
DEPARTMENT: 12230 - AUTO MECHANICS	1,410.41	12,620.44	170,665.89	149,386.00	22,690.30- 15.18-
DEPARTMENT: 12240 - CRIMINAL JUSTICE	879.00	14,569.63	142,348.54	140,972.00	2,255.54- 1.59-
DEPARTMENT: 12241 - FIRE SCIENCE	1,900.00	7,202.90	87,539.18	81,392.00	8,047.18- 9.88-
DEPARTMENT: 12250 - COSMETOLOGY	0.00	11,505.45	125,211.02	127,957.00	2,745.98 2.15
DEPARTMENT: 12272 - INDUSTRIAL MAINTEN	0.00	0.00	2,271.96	0.00	2,271.96- 0.00
DEPARTMENT: 12273 - WELDING	8,726.19	32,034.20	258,454.55	312,496.00	45,315.26 14.50
DEPARTMENT: 42005 - DEAN OF TECHNICAL	0.00	12,630.47	147,913.53	584,425.00	436,511.47 74.69
DEPARTMENT: 62050 - ONE-TIME PURCHASES	0.00	0.00	16,250.00	0.00	16,250.00- 0.00
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FUND: 12 - PTE FUND	19,520.16	231,185.52	2,378,149.05	2,908,180.00	510,510.79 17.55

06/04/20  
 Fiscal Year: 2020

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	1,582.46	19,522.65	56,750.00	37,227.35 65.60
DEPARTMENT: 55006 - FOOTBALL	0.00	0.00	0.00	3,637.00	3,637.00 100.00
DEPARTMENT: 55002 - WOMEN'S BASKETBALL	0.00	0.00	3,426.66	3,488.20	61.54 1.76
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	0.00	9,924.47	21,168.76	11,244.29 53.12
DEPARTMENT: 55000 - DIRECTOR OF ATHLET	0.00	7,455.14	156,381.28	156,381.28	0.00 0.00
DEPARTMENT: 55012 - CHEERLEADING	0.00	954.43	5,184.99	5,298.52	113.53 2.14
DEPARTMENT: 55008 - VOLLEYBALL	0.00	0.00	3,343.97	4,708.01	1,364.04 28.97
DEPARTMENT: 55005 - WOMEN'S SOFTBALL	0.00	472.00	3,142.66	17,583.20	14,440.54 82.13
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	0.00	2,828.42	14,500.00	11,671.58 80.49
DEPARTMENT: 55007 - BASEBALL	0.00	0.00	16,309.33	19,449.94	3,140.61 16.15
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	0.00	2,511.77	6,850.00	4,338.23 63.33
DEPARTMENT: 55013 - DANCE TEAM	0.00	89.57	89.57	89.57	0.00 0.00
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FUND: 12 - PTE FUND	19,520.16	231,185.52	2,378,149.05	2,908,180.00	510,510.79 17.55



DEPARTMENT: 55015 - MEN'S GOLF	0.00	0.00	1,844.50	2,000.00	155.50	7.78
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	0.00	3.57	0.00	3.57-	0.00
DEPARTMENT: 55009 - WOMEN'S SOCCER	0.00	0.00	64.00	81.53	17.53	21.50
DEPARTMENT: 55003 - MEN'S TRACK	0.00	0.00	1,752.64	2,500.00	747.36	29.89

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FUND: 14 - ADULT SUPPLEMENTARY ED	0.00	10,553.60	226,330.48	314,486.01	88,155.53	28.03
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06/04/20 Annual Budget Report Ending 05/31/20 Page: 4  
Options - All Statuses

Fiscal Year: 2020 FUND: 16 - AUXILIARY ENTITIES

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	7,552.15-	29,768.97	46,500.00	16,731.03	35.98
DEPARTMENT: 94000 - STUDENT CENTER	2,062.91	86,761.24	188,519.31	284,435.00	93,852.78	33.00
DEPARTMENT: 95000 - STUDENT HOUSING	5,424.34	425,652.58	2,364,258.21	2,906,702.00	537,019.45	18.48
DEPARTMENT: 98000 - COSMETOLOGY	18,020.60	465.00	116,863.84	153,976.63	19,092.19	12.40
DEPARTMENT: 97000 - BOOKSTORE	86,858.67	36,135.81	387,522.39	594,091.00	119,709.94	20.15

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FUND: 16 - AUXILIARY ENTITIES	112,366.52	541,462.48	3,086,932.72	3,985,704.63	786,405.39	19.73
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06/04/20 Annual Budget Report Ending 05/31/20 Page: 5  
Options - All Statuses

Fiscal Year: 2020 FUND: 22 - RESTRICTED GRANTS

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
DEPARTMENT: 50000 - DEAN OF STUDENT SE	0.00	0.00	13,088.64	13,000.00	88.64-	0.67-
DEPARTMENT: 11100 - TECHNOLOGY--INSTRU	0.00	0.00	0.00	16,824.00	16,824.00	100.00
DEPARTMENT: 00000 - GENERAL	0.00	0.00	13,225.00-	13,225.00-	0.00	0.00
DEPARTMENT: 50000 - DEAN OF STUDENT SE	1,225.00	18,783.69	192,537.06	329,840.00	136,077.94	41.26
DEPARTMENT: 42000 - VP ON INSTRUCTION	0.00	5,805.50	65,744.16	78,794.10	13,049.94	16.56
DEPARTMENT: 11040 - SCIENCE	0.00	0.00	1,722.40	4,000.00	2,277.60	56.94
DEPARTMENT: 42005 - DEAN OF TECHNICAL	0.00	0.00	2,895.69	5,000.00	2,104.31	42.09
DEPARTMENT: 11040 - SCIENCE	0.00	0.00	29,045.02	42,623.00	13,577.98	31.86
DEPARTMENT: 42005 - DEAN OF TECHNICAL	7,813.75	5,000.00	98,596.21	107,765.00	1,355.04	1.26
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	0.00	0.00	35.27	35.27	100.00
DEPARTMENT: 42005 - DEAN OF TECHNICAL	0.00	0.00	0.00	0.00	0.00	0.00
DEPARTMENT: 13301 - ADULT ED - INSTRUC	0.00	2,538.39	10,284.88	0.00	10,284.88-	0.00
DEPARTMENT: 11040 - SCIENCE	0.00	0.00	0.00	62,021.39	62,021.39	100.00
DEPARTMENT: 00000 - GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
DEPARTMENT: 50000 - DEAN OF STUDENT SE	0.00	0.00	104,036.93	104,036.93	0.00	0.00
DEPARTMENT: 11040 - SCIENCE	0.00	0.00	37,122.63	62,783.40	25,660.77	40.87

Garden City Community College

**EXPENSES**

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FUND: 22 - RESTRICTED GRANTS      9,038.75      32,127.58      541,848.62      813,498.09      262,610.72      32.28
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06/04/20 Annual Budget Report Ending 05/31/20 Page: 6  
Options - All Statuses

Fiscal Year: 2020 FUND: 23 - OTHER RESTRICTED FUNDS

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 31000 - COMMUNITY SERVICE	0.00	0.00	13,478.00	16,797.94	3,319.94 19.76
DEPARTMENT: 50020 - FINANCIAL AID OFFI	0.00	572,175.00	572,175.00	0.00	572,175.00- 0.00
DEPARTMENT: 50000 - DEAN OF STUDENT SE	49,041.74	158,746.85	158,746.85	30,000.00	177,788.59- 592.62-
DEPARTMENT: 70000 - PHYSICAL PLANT ADM	7,789.10	0.00	0.00	30,000.00	22,210.90 74.04
DEPARTMENT: 55000 - DIRECTOR OF ATHLET	0.00	0.00	1,563.72	0.00	1,563.72- 0.00
DEPARTMENT: 50000 - DEAN OF STUDENT SE	0.00	0.00	7,806.08	0.00	7,806.08- 0.00

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FUND: 23 - OTHER RESTRICTED FUNDS      56,830.84      730,921.85      753,769.65      76,797.94      733,802.55- 955.49-
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06/04/20 Annual Budget Report Ending 05/31/20 Page: 7  
Options - All Statuses

Fiscal Year: 2020 FUND: 24 - ADULT EDUCATION

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 13301 - ADULT ED - INSTRUC	0.00	23,734.00	180,683.40	174,984.00	5,699.40- 3.25-
DEPARTMENT: 13305 - ADULT ED - STAFF D	0.00	47.00	2,331.82	5,249.00	2,917.18 55.58
DEPARTMENT: 13301 - ADULT ED - INSTRUC	0.00	8,475.51	113,199.12	171,918.00	58,718.88 34.16
DEPARTMENT: 12200 - ADN PROGRAM	0.00	3,991.49	27,842.47	0.00	27,842.47- 0.00
DEPARTMENT: 00000 - GENERAL	0.00	0.00	50,000.00-	50,000.00-	0.00 0.00
DEPARTMENT: 13301 - ADULT ED - INSTRUC	150.00	3,568.85	36,355.85	50,000.00	13,494.15 26.99

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FUND: 24 - ADULT EDUCATION      150.00      39,816.85      310,412.66      352,151.00      41,588.34      11.81
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Fiscal Year: 2020

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 71000 - BUILDINGS	245,842.40	8,350.68	316,738.19	1,087,799.00	525,218.41 48.28
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FUND: 61 - CAPITAL OUTLAY	245,842.40	8,350.68	316,738.19	1,087,799.00	525,218.41 48.28

Fiscal Year: 2020

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 50000 - DEAN OF STUDENT SE	25,886.18	8,888.88	562,106.40	769,125.42	181,132.84 23.55
DEPARTMENT: 99001 - STUDENT NEWSPAPER	0.00	0.00	4,784.05	16,200.00	11,415.95 70.47
DEPARTMENT: 55002 - WOMEN'S BASKETBALL	0.00	0.00	0.00	0.00	0.00 0.00
DEPARTMENT: 50000 - DEAN OF STUDENT SE	0.00	0.00	5,574.35	20,382.35	14,808.00 72.65
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FUND: 71 - ACTIVITY/ORGANIZATION FD	25,886.18	8,888.88	572,464.80	805,707.77	207,356.79 25.74

Fiscal Year: 2020

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
DEPARTMENT: 55001 - MEN'S BASKETBALL	0.00	0.00	72,806.00	44,000.00	28,806.00- 65.46-
DEPARTMENT: 55002 - WOMEN'S BASKETBALL	0.00	0.00	72,512.14	44,000.00	28,512.14- 64.79-
DEPARTMENT: 55003 - MEN'S TRACK	0.00	700.00	27,700.00	25,000.00	2,700.00- 10.79-
DEPARTMENT: 55004 - WOMEN'S TRACK	0.00	0.00	18,750.00	25,000.00	6,250.00 25.00
DEPARTMENT: 55005 - WOMEN'S SOFTBALL	0.00	0.00	47,526.00	35,000.00	12,526.00- 35.78-
DEPARTMENT: 55006 - FOOTBALL	0.00	23,028.30	228,716.22	165,000.00	63,716.22- 38.61-
DEPARTMENT: 55007 - BASEBALL	0.00	0.00	52,539.00	40,000.00	12,539.00- 31.34-
DEPARTMENT: 55008 - VOLLEYBALL	0.00	0.00	33,220.92	42,000.00	8,779.08 20.90
DEPARTMENT: 55009 - WOMEN'S SOCCER	0.00	0.00	45,500.00	30,000.00	15,500.00- 51.66-
DEPARTMENT: 55010 - MEN'S SOCCER	0.00	0.00	44,315.00	30,000.00	14,315.00- 47.71-
DEPARTMENT: 55012 - CHEERLEADING	0.00	0.00	35,721.00	15,000.00	20,721.00- 138.13-
DEPARTMENT: 55013 - DANCE TEAM	0.00	0.00	0.00	5,000.00	5,000.00 100.00

**EXPENSES**

DEPARTMENT: 55014 - RODEO TEAM	0.00	0.00	33,000.00	32,000.00	1,000.00-	3.12-
DEPARTMENT: 55015 - MEN'S GOLF	0.00	0.00	14,500.00	11,000.00	3,500.00-	31.81-
DEPARTMENT: 55019 - ATHLETIC TRAINING	0.00	0.00	25,178.00	32,000.00	6,822.00	21.32
DEPARTMENT: 11025 - JOURNALISM	0.00	0.00	3,250.00	11,000.00	7,750.00	70.45
DEPARTMENT: 11030 - ART	0.00	0.00	3,200.00	11,000.00	7,800.00	70.91
DEPARTMENT: 11031 - DRAMA	0.00	0.00	3,650.00	10,000.00	6,350.00	63.50
DEPARTMENT: 11032 - VOCAL MUSIC	0.00	0.00	11,050.00	15,000.00	3,950.00	26.33
DEPARTMENT: 11033 - INST MUSIC	0.00	0.00	53,700.00	75,000.00	21,300.00	28.40
DEPARTMENT: 11090 - QUIZ BOWL/ACAD CHA	0.00	0.00	0.00	6,000.00	6,000.00	100.00
DEPARTMENT: 12211 - ANIMAL SCIENCE	0.00	0.00	24,000.00	20,000.00	4,000.00-	19.99-
DEPARTMENT: 42005 - DEAN OF TECHNICAL	0.00	2,800.00	41,001.00	20,000.00	21,001.00-	105.00-
DEPARTMENT: 81005 - TUIT WAIVER FCHS	0.00	0.00	22,631.15	31,000.00	8,368.85	27.00
DEPARTMENT: 81007 - ACADEMIC SCHOLARSH	0.00	0.00	6,000.00	0.00	6,000.00-	0.00

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FUND: 72 - ACTIVITY FEE - SCHOLARSHIPS	0.00	26,528.30	920,466.43	774,000.00	146,466.43-	18.91-
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Garden City Community College  
5/31/2020

	<u>Amount</u>	<u>% Rate</u>
Cash in Bank:		
Commerce Bank	\$ 206,117.59	0.0000%
State Municipal Invest. Pool	\$ 73,665.21	0.0010%
Landmark National Bank	<u>\$ 5,875,820.61</u>	0.0500%
	<u>\$ 6,155,603.41</u>	

	<u>Type</u>	<u>Amount</u>	<u>% Rate</u>	<u>Beg. Date</u>	<u>Maturity</u>
Investments:					
Western State Bank	CD	\$ 1,000,000.00	1.1000%	3/12/2020	12/12/2020
		<u>\$ 1,000,000.00</u>			
Total		<u><u>\$ 7,155,603.41</u></u>			

**Topic:** Super Circuit Equipment

**Presenter:** Dr. Ryan J. Ruda

**Background Information:**

The DPAC super circuit offers GCCC students a monitored facility to perform cardio and strength training. This improves physical, as well as mental health for our students and offers them a place to achieve their fitness goals. The equipment in the super circuit is dated and breaking down. It has reached the end of its service life. Advanced Exercise Equipment is the largest full-service provider in the nation of strength and cardio equipment. They are offering a year of free preventative maintenance, a \$10,200 value. The line of Hammer Integrity DX equipment is superior to Precor. It is more durable and will take a heavier load. This is important due to wear and tear our student athletes demand on equipment. It is our recommendation to go with the higher bid due to the greater capacity and durability of the equipment, as well as the one-year preventative maintenance agreement. Equipment will be financed over a period of 5 years, 60 months.

**Budget Information:**

Monthly payments: \$2,346.63.  
Annual amount: \$28,159.53  
Total over 5 years: \$140,797.80 over 5 years. – To be paid out of student fees

**Recommended Board Action:**

Authorize Administration to purchase the super circuit equipment with \_\_\_\_\_  
for \$\_\_\_\_\_.

**Board Action Taken:**                           **Approved**                   **Disapproved**  
       **Ayes**                   **Nays**                   **No Action**

**Board Member Notes:**

# GCCC BID RECORD

Please type or print clearly and neatly

Item(s) to be purchased:

Super Circuit Training Equipment

## Bidders and amounts:

(1) Company Advanced Exercise AMOUNT \$ 140,797.<sup>80</sup> over 5 yrs  
Address 861 Southpark Dr. Ste 100 Littleton, CO 80120  
(2) Company Mid-States Fitness Equipment AMOUNT \$ 124,266.<sup>00</sup>  
Address 235 S. Topeka Wichita, KS 67202  
(3) Company \_\_\_\_\_ AMOUNT \_\_\_\_\_  
Address \_\_\_\_\_  
(4) Company \_\_\_\_\_ AMOUNT \_\_\_\_\_  
Address \_\_\_\_\_

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

**Single source vendor.** Check here if only one bidder is available.

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

Reason for selection if not lowest bid Product quality is superior and company offered one-year free preventative maintenance

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

- \$9,999 and under Bid not required
- \$10,000-\$49,999 Written Bids
- Over \$50,000 Board Approval Needed

DEREK RAMOS

Purchaser's Name (please type or print clearly)

FACILITIES

Department/Division/Office

[Signature]  
Purchaser's Signature

**Agenda No:** II-E

**Date:** June 9, 2020

**Topic:** Training Room Equipment

**Presenter:** Dr. Ryan J. Ruda

**Background Information:**

GCCC administration sought outside bids to purchase training room equipment from healthcare suppliers. This equipment will furnish the newly remodeled DPAC training facility & the East Campus auxiliary training facility.

**Budget Information:**

Capital Outlay: FY20  
\$ 64,194.75 \_\_\_\_\_ – Training Room Equipment

**Recommended Board Action:**

Authorize Administration to renew the maintenance agreement with \_\_\_\_\_ for  
\$ \_\_\_\_\_.

**Board Action Taken:**            \_\_\_\_\_ **Approved**            \_\_\_\_\_ **Disapproved**  
   \_\_\_\_\_ **Ayes**            \_\_\_\_\_ **Nays**            \_\_\_\_\_ **No Action**

**Board Member Notes:**



# GCCC BID RECORD

Please type or print clearly and neatly

Item(s) to be purchased:

TRAINING ROOM Equipment

## Bidders and amounts:

(1) Company Performance Health Supply Inc. MEDCO AMOUNT \$ 64,194.75

Address 25 Northpointe Parkway Suite 25 Amherst, New York

(2) Company Athletics + Playgrounds - School Health AMOUNT Declined to Bid

Address Sourcewell - Awarded Contract

(3) Company Procor Inc. Exercise + Fitness Solutions AMOUNT Declined to Bid

Address Sourcewell - Awarded Contract

(4) Company Life Fitness LLC AMOUNT Declined to Bid

Address Sourcewell

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

**Single source vendor.** Check here if only one bidder is available.

Recommendation of bid to accept:

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

(1) Performance Health Supply Inc. Medco

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

- \$9,999 and under Bid not required
- \$10,000-\$49,999 Written Bids
- Over \$50,000 Board Approval Needed

DEREK RAMOS

Purchaser's Name (please type or print clearly)

Facilities

Department/Division/Office

[Signature]

Purchaser's Signature

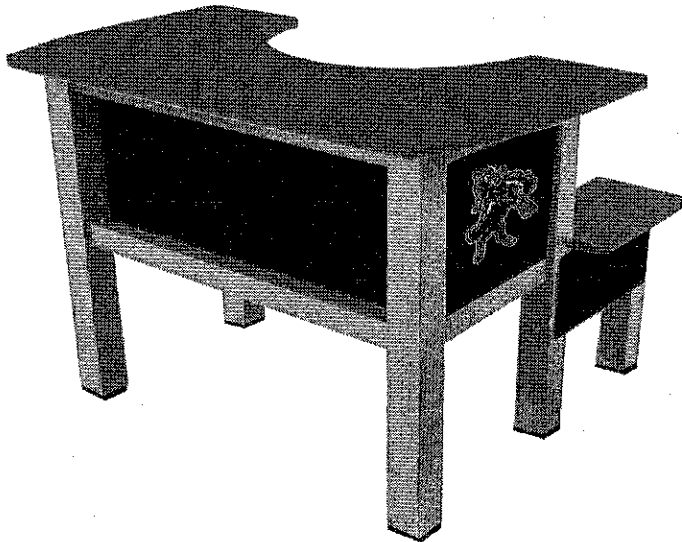
# ALUMA ELITE WHIRLPOOL TABLES & ROLLING STOOL



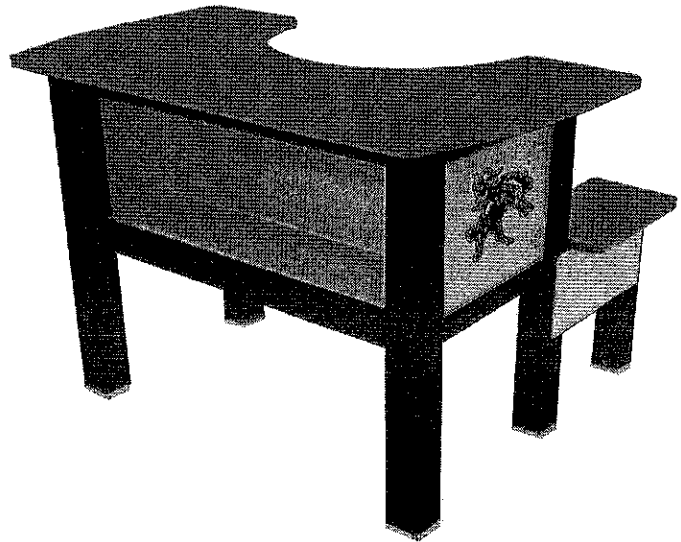
## GARDEN CITY COMMUNITY COLLEGE - MOCKUP 2 (5-13-20)

- Frame: Yellow
- Accent: Brown
- Top: Gray

This mockup is an approximation of vinyl color, logo color and placement and product configuration. Please contact your sales rep for vinyl, wood and powdercoat samples.



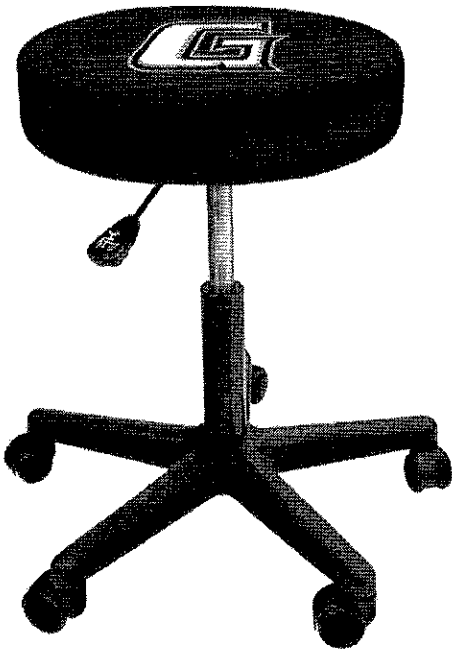
- Frame: Brown
- Accent: Yellow
- Top: Gray



- Vinyl: Dolphin

Options:

- Logo: Color Edge Print



Top View



### Mockup Approval

This mockup is a approximation of the proposed product(s). Please check this mockup carefully. No product production will begin until a mockup has been approved. The Athletic Edge is not responsible for any errors not indicated on a mockup after receiving a signed and dated approval.

**Mockup Rejected**

Contact your sales representative to discuss any revisions to be made.

**Mockup Approved**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Sales Representative Initial: \_\_\_\_\_

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# TAPING STATION, CAB 70 & MODALITY CART



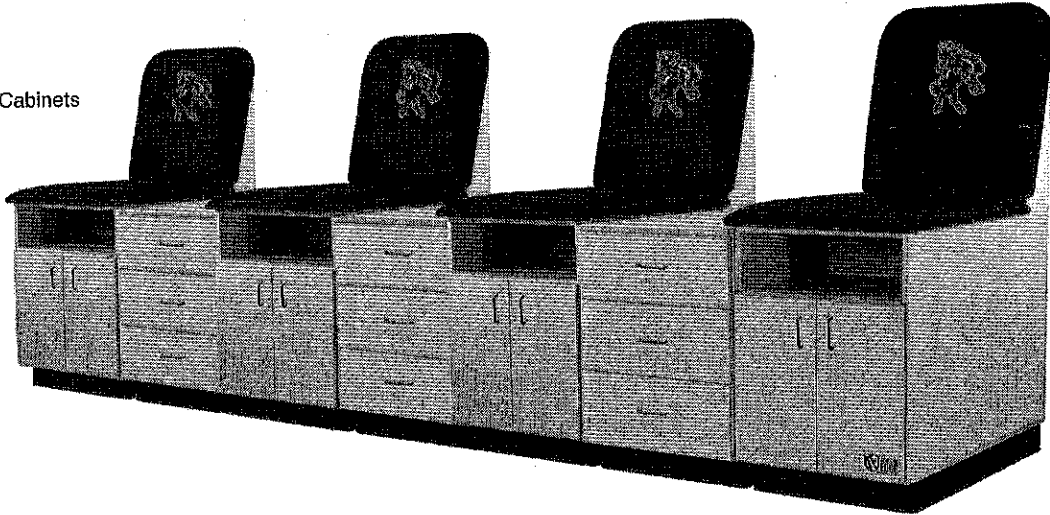
## GARDEN CITY COMMUNITY COLLEGE - MOCKUP 1 (5-13-20)

- Vinyl: Dolphin
- Frame: Oak Wood

This mockup is an approximation of vinyl color, logo color and placement and product configuration. Please contact your sales rep for vinyl, wood and powdercoat samples.

**Options:**

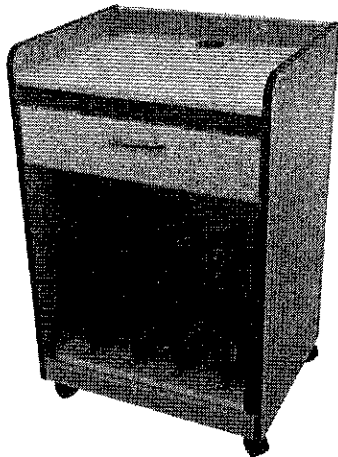
- (4) 36" H Seats
- Tilt Back Cushions
- Full Sides
- (3) Full Drawers in Center Cabinets
- Waste Bin Cutout
- Logo: Color Edge Print



- Frame: Oak Wood

**Options:**

- No Branding



- Vinyl: Dolphin
- Frame: Oak Wood

**Options:**

- Lift Back Cushion (Manual Gas Shock)
- Split Leg Cushion
- Logo: Color Edge Print



### Mockup Approval

This mockup is a approximation of the proposed product(s). Please check this mockup carefully. **No product production will begin until a mockup has been approved.** The Athletic Edge is not responsible for any errors not indicated on a mockup after receiving a signed and dated approval.

**Mockup Rejected**

Contact your sales representative to discuss any revisions to be made.

**Mockup Approved**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Sales Representative Initial: \_\_\_\_\_

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**Topic:** Purchase of Ellucian CRM recruit

**Presenter:** Dr. Ryan J. Ruda

**Background Information:**

The CRM Recruit solution provides a streamlined application experience. It will take the manual processes that are currently in place for admissions applications and transition to an automated process. Additionally, the solution will provide prospective students to track their application status online, engage with faculty and staff and provide a platform for GCCC staff to more effectively and expediently interact and communicate with students. Additionally, there are reports and dashboards so that staff can track applications received and processed and allow for a more streamlined process that takes students from the point of admission, through acceptance and preparing for the registration process.

**Budget Information:**

\$56,000 annually for 5 years. This will be paid as part of the annual service agreement with Ellucian. This additional expense will be paid this first year through the institutional CARES Act funds as a technology enhancement expense.

**Recommended Board Action:**

Approve the purchase of Ellucian Recruit CRM solution.

**Board Action Taken:**                     **Approved**                     **Disapproved**  
 **Ayes**                     **Nays**                     **No Action**

**Board Member Notes:**

**EXHIBIT A TO THE CLOUD SOFTWARE ORDER FORM**

**Ellucian Cloud Software**

**CLOUD SOFTWARE TABLE**

Cloud Software	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee
<b>ELLUCIAN CRM RECRUIT COMMUNITY EDITION (FOR COLLEAGUE)</b> <sup>1,2,3</sup> <i>Includes:</i> <ul style="list-style-type: none"> <li>• One (1) Named On-Demand Subscription Licensed User</li> <li>• Ten (10) Team Members Named Users</li> <li>• Twenty-five (25) Sales Named Users</li> <li>• Two Ellucian CRM Recruit instances (one Production and one non-Production)</li> <li>• Ellucian CRM Recruit Payment Gateway</li> <li>• One (1) block of up to 250,000 bulk email sends per Contract Year <sup>4,5</sup></li> <li>• 250,000 Address Cleanses per Cloud Contract Year. If Client exceeds this limit in any Cloud Contract Year, Ellucian will invoice Client an additional fee (at Ellucian's then-current rate) for each additional block of 500,000 Address Cleanses.</li> </ul>	The first day of the next month following the Execution Date	The last day of the sixtieth (60th) month after the Beginning Date	Informatica Software Supplement; Microsoft Software Supplement	Included
<b>TOTAL ANNUAL SUBSCRIPTION FEE (INITIAL CLOUD CONTRACT YEAR):</b>				<b>\$56,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (SECOND CLOUD CONTRACT YEAR):</b>				<b>\$56,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (THIRD CLOUD CONTRACT YEAR):</b>				<b>\$56,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (FOURTH CLOUD CONTRACT YEAR):</b>				<b>\$59,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (FIFTH CLOUD CONTRACT YEAR):</b>				<b>\$62,000</b>

**Notes:**

- <sup>1</sup> The implementation/setup services detailed in the Ellucian CRM Recruit Community College Implementation Scope of Work (SOW) attached hereto as Attachment A are included as part of the Annual Subscription Fees payable under this Order Form. Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice. Requests for any additional services beyond the services described in the SOW will need to be negotiated under separate order form and signed by both parties.
- <sup>2</sup> Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- <sup>3</sup> For the purposes of this Cloud Software, the following definitions will apply: "Sales Users" are full access users of CRM Recruit. This means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that Client decides to enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Sales Users may make data structure changes, system configuration, manage security roles, manage data through bulk import operations, or configure communication campaigns/plans, goals, workflows, dialogs, system dashboards, system views, or reports. Sales Users can create and use workflows, dialogs, goals and create dashboards and views for personal or system-wide use. "Team Member Users" are limited access users of CRM Recruit. This means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls



**CLOUD SOFTWARE ORDER FORM**

This Cloud Software Order Form (the "Order Form") is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **GARDEN CITY COMMUNITY COLLEGE** (the "Client"). This Order Form amends the General Terms and Conditions Agreement dated December 16, 2003 between the parties (the "Agreement") and, collectively, the Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form.

**By the execution of this Order Form below, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any Cloud Software or any future Software product or service.**

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before June 16, 2020.

<b>Ellucian</b>		<b>Client</b>	
<b>By:</b>	_____	<b>By:</b>	_____
	<i>Authorized Signature</i>		<i>Authorized Signature</i>
<b>Name:</b>	_____	<b>Name:</b>	_____
	<i>Printed</i>		<i>Printed</i>
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____

**The later date of signature above is the "Execution Date" of this Order Form.  
Client's Billing Contact Information appears below.**

**Client**  
Billing Contact Information

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_



- 1. Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Order Form. Capitalized terms that have been defined in the parties' Agreement shall have the same meaning in this Order Form as was ascribed to such terms in the Agreement. Other capitalized terms may be defined below or elsewhere in this Order Form.

*"Client Data"* means all electronic data or information submitted by Client to the Cloud Software.

*"Cloud Contract Year"* means each period of twelve (12) consecutive months beginning on the Beginning Date or any anniversary thereof during the Cloud Software Term.

*"Cloud Software"* means the Software or Component System identified in Exhibit A as "Cloud Software."

*"Defect"* means a material deviation between the Cloud Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

*"Documentation"* means the on-line and hard copy functional and technical specifications that Ellucian provides for the Cloud Software and that describe the functional and technical capabilities of the Cloud Software.

*"Full Time Equivalent" or "FTE"* is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

*"Maintenance"* means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the "Maintenance Standards") are specified in Exhibit B.

*"New Releases"* means new editions (*i.e.*, major and minor releases) of the Cloud Software.

*"Software Supplement"* means additional terms and conditions applying to particular Cloud Software, as specified in Exhibit A.

*"Software Support Services"* means, collectively, Maintenance and New Releases.

*"Third Party Component Providers"* means third parties utilized by Ellucian to provide components of the Cloud Software.

## **2. License to Access and Use Cloud Software; Cloud Software Term.**

**2.1 Cloud Software.** For the Cloud Software identified in Exhibit A, and only during the Cloud Software Term (as defined below), Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client's internal use only. This license is further subject to the usage parameters identified in each instance in Exhibit A.

**2.2 Cloud Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in Exhibit A) is the "Initial Cloud Software Term." Following the Initial Cloud Software Term, Client's license to access and use the Cloud Software as provided in Section 2.1 will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year. The Initial Cloud Software

Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the “Cloud Software Term.”

**3. Client Responsibilities and Prohibitions.**

- Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
- Client will be responsible for its users' compliance with this Order Form.
- Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- This Order Form is expressly made subject to United States government and other applicable laws, regulations, orders, or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data, or other items. Client will not allow the Cloud Software, in whole or in part, to be exported outside of United States, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the United States Department of Commerce and such other appropriate United States governmental authorities. Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Cloud Software: (i) to any country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country) or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements attached to Exhibit A. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control.

**4. Software Support Services for Cloud Software; Backup and Disaster Recovery.** During the Cloud Software Term, as part of the annual subscription fees set forth in Exhibit A, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards in the attached Exhibit B. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features



of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. The retention of this backup data is separated into the following components:

- *Database* – backups will be retained for three (3) months
- *Point in Time* – backups will be retained for one (1) week

At the end of these durations, the oldest copies of files will be deleted.

Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. Note: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined below.

5. **Cloud Software – Service Level Agreement.** Except as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") in the attached Exhibit C.
6. **Personal Data.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in Exhibit D.
7. **Payment Terms; Suspension of Cloud Software; Delivery; Services Delivery.**
  - 7.1 **Payment Terms.** For the Cloud Software licensed pursuant to this Order Form, subscription fees for each Cloud Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Cloud Contract Year (except that the invoice for the initial Cloud Contract Year will be issued on or after the Execution Date and will be prorated, if applicable, for a partial initial Cloud Contract Year depending upon the Beginning Date specified below). Client's payments will be due and payable within thirty (30) days from the date of invoice(s).
  - 7.2 **Annual Subscription Fee Increases.** The Total Annual Subscription Fee shown in Exhibit A represents the subscription fee for each Cloud Contract Year during the Initial Cloud Software Term and will not increase during the Initial Cloud Software Term except as expressly set forth herein. For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will increase by not more than

seven percent (7%) over the annual subscription fee payable for Cloud Software for the immediately preceding Cloud Contract Year.

### 7.3 Current FTE; Fee Adjustments for FTE and Technology Capacity Increases.

7.3.1 FTE – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the “Contracted FTE” number where specified in Exhibit A. Ellucian reserves the right to perform an annual review of Client’s then-current FTE. If Client’s actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian’s then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client’s Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client’s actual FTE decreases below the Contracted FTE at any time during the Software Term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client’s then-current FTE.

7.3.2 3<sup>rd</sup> Party Escalators – Additional fees charged by 3<sup>rd</sup> party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3<sup>rd</sup> party database license fee calculator is changed during the Software Term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

7.3.3 Extraordinary Resource Requirements – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client’s failure to provide proper discovery or Client’s failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

7.4 Suspension of Cloud Software. If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

7.5 Delivery. Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client’s access to the Cloud Software in accordance with this Order Form (the date on which Client is provided with this access is the “Delivery Date” for the purposes of the Cloud Software). In providing the Cloud Software under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

8. **Post Termination Actions.** Upon termination or expiration of the Cloud Software Term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Cloud Software Term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian’s possession, in a commercially reasonable format. Such Client Data will

then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.

- 9. Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software Term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions of this Order Form and the associated Maintenance Standards attached hereto as Exhibit B). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability Section of this Order Form, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.
- 10. LIMITATION OF LIABILITY.** FOR THE CLOUD SOFTWARE LICENSED PURSUANT TO THIS ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.
- 11. Third Party Components.** Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.
- 12. Use of Aggregated Data.** Ellucian shall have the right to (a) use, store, process, modify, reproduce, distribute and display client data, and to grant sublicenses to third parties, solely for the purposes of providing the Software, performing Ellucian's obligations under this Order Form, and complying with applicable law or legal requirements; (b) to use, store, process, modify and reproduce Client Data for Ellucian's internal business purposes, including development, diagnostic, forecasting, planning, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services; and (c) to use, store, process, modify, reproduce, display, perform, distribute, disclose and otherwise exploit Aggregated Data in any manner for Ellucian's business purposes, including disclosure within its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means any data obtained or generated by Ellucian, including data pertaining to the Software

and Services, Ellucian's systems and Software and Services, and the use of any of the foregoing, and includes data derived from client data and data that has been combined into databases which include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer. Aggregated Data includes data that has been combined into databases which include third party data.

**EXHIBIT A TO THE CLOUD SOFTWARE ORDER FORM**

**Ellucian Cloud Software**

**CLOUD SOFTWARE TABLE**

<b>Cloud Software</b>	<b>Beginning Date</b>	<b>Expiration Date</b>	<b>Software Supplement</b>	<b>Annual Subscription Fee</b>
<b>ELLUCIAN CRM RECRUIT COMMUNITY EDITION (FOR COLLEAGUE)</b> <sup>1,2,3</sup> <i>Includes:</i> <ul style="list-style-type: none"> <li>• One (1) Named On-Demand Subscription Licensed User</li> <li>• Ten (10) Team Members Named Users</li> <li>• Twenty-five (25) Sales Named Users</li> <li>• Two Ellucian CRM Recruit instances (one Production and one non-Production)</li> <li>• Ellucian CRM Recruit Payment Gateway</li> <li>• One (1) block of up to 250,000 bulk email sends per Contract Year <sup>4,5</sup></li> <li>• 250,000 Address Cleanses per Cloud Contract Year. If Client exceeds this limit in any Cloud Contract Year, Ellucian will invoice Client an additional fee (at Ellucian’s then-current rate) for each additional block of 500,000 Address Cleanses.</li> </ul>	The first day of the next month following the Execution Date	The last day of the sixtieth (60th) month after the Beginning Date	Informatica Software Supplement; Microsoft Software Supplement	Included
<b>TOTAL ANNUAL SUBSCRIPTION FEE (INITIAL CLOUD CONTRACT YEAR):</b>				<b>\$56,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (SECOND CLOUD CONTRACT YEAR):</b>				<b>\$56,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (THIRD CLOUD CONTRACT YEAR):</b>				<b>\$56,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (FOURTH CLOUD CONTRACT YEAR):</b>				<b>\$59,000</b>
<b>TOTAL ANNUAL SUBSCRIPTION FEE (FIFTH CLOUD CONTRACT YEAR):</b>				<b>\$62,000</b>

**Notes:**

- <sup>1</sup> The implementation/setup services detailed in the Ellucian CRM Recruit Community College Implementation Scope of Work (SOW) attached hereto as Attachment A are included as part of the Annual Subscription Fees payable under this Order Form. Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice. Requests for any additional services beyond the services described in the SOW will need to be negotiated under separate order form and signed by both parties.
- <sup>2</sup> Ellucian currently utilizes Amazon Web Services (“AWS”) for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- <sup>3</sup> For the purposes of this Cloud Software, the following definitions will apply: “Sales Users” are full access users of CRM Recruit. This means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that Client decides to enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Sales Users may make data structure changes, system configuration, manage security roles, manage data through bulk import operations, or configure communication campaigns/plans, goals, workflows, dialogs, system dashboards, system views, or reports. Sales Users can create and use workflows, dialogs, goals and create dashboards and views for personal or system-wide use. “Team Member Users” are limited access users of CRM Recruit. This means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls

that Client decides to enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Team Member Users may *not* make data structure changes, manage security roles, manage data through bulk import operations, recruiting imports or configure communication campaigns/plans, goals, workflows, dialogs, system dashboards, or system views. Team Member Users can use workflows, configured automations implemented by administrators, send email, create activities, interactive with goals, create personal dashboards and views. Team Member Users may not manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or third-party email marketing solutions. Sales Users/Team Member Users licenses are for Client's designated users – including 3rd party agents – only and cannot be shared or used by more than one individual; provided, however, that Sales Users/Team Member Users licenses can be reassigned by Client to individuals replacing former Sales Users/Team Member Users who no longer require ongoing use of the Cloud Software.

<sup>4</sup> If Client should exceed the 250,000 bulk email sends during any Contract Year of the Subscription Software Term, Client must purchase additional block(s) of 250,000 of bulk email sends under separate written agreement at Ellucian's then-current rates. For the avoidance of doubt, if Client does not use all of the bulk email sends contracted for in a given Contract Year, Client will not be entitled to a reduction of or credit against the Annual Subscription Fee paid for that Contract Year and the unused bulk email sends will not carry over into subsequent Contract Year(s).

<sup>5</sup> Client is responsible for its users' compliance with the messaging policy available at [www.sparkpost.com/policies/messaging](http://www.sparkpost.com/policies/messaging).

## INFORMATICA SOFTWARE SUPPLEMENT (INFORMATICA LLC)

1. Additional Definitions. **Address** is a human-readable and human-interpretable description of a delivery point to which mail or other physical objects can be delivered. **Content** means any and all Address data, records and structures included in and associated with Address data provided in certain products. **Content Supplier** is a third party, often a postal administration or postal operator that has provided Informatica with data to be included in Content. **Content Update** is a new version of Content containing updated, improved, or enriched data.
2. General License Terms. In order for Informatica to make certain license services available, Informatica may collect certain information about Client's use of such services for purposes of understanding how they are being used, including without limitation information about frequency and duration of usage ("Usage Data"). Informatica reserves the right to aggregate such Usage Data in a form that does not identify Client or any individual and use such aggregated Usage Data for Informatica's internal business purposes and use and disclose such aggregated Usage Data for preparing and issuing normative and benchmarking data. Except as otherwise provided hereunder, Informatica agrees to hold all Client-specific Usage Data as Confidential Information pursuant to the Agreement. As between the parties, Informatica shall own all right, title, and interest in and to all intellectual property rights in all materials developed by or on behalf of Informatica based on or including as a component thereof any such aggregated Usage Data and all generalized knowledge, skill, know-how and expertise relating to such information.
3. Data as a Service (DaaS) Address Content and Web Service Subscriptions. The Informatica Services set forth in this subsection are subscription based licenses or services that require the additional licensing of country-specific or other content. In addition to the terms set forth herein and in the Agreement, certain Content Suppliers impose certain fixed and non-negotiable terms and conditions that Informatica is obliged to impose upon use of the Content ("Pass-through Terms"). The Pass-Through Terms are available at <http://www.addressdoctor.com/en/support/download.html#fbid=JN9Pexspgzi>. By using the applicable Informatica Services, Client: (i) acknowledges having received and reviewed the Pass-through Terms, (ii) accepts the terms of the Pass-through Terms unconditionally, and (iii) understands and accepts the Pass-through Terms may be varied and/or augmented in the future by the Content Suppliers without notice. Any queries in regard to the Pass-through Terms may be addressed directly to the Content Supplier. Content Suppliers may from time to time require additional terms and conditions to be signed by the Client and Client agrees to do so immediately upon request or cease use of the Content.

Client will not use any Informatica Service or any data or information that is accessed or delivered through or derived therefrom to take any action, or assist others in taking any action, that (i) is unlawful, harassing, invasive of another's privacy, abusive, threatening, harmful, obscene, defamatory, libelous or fraudulent, (ii) violates the personal privacy rights of others, (iii) victimizes, harasses, degrades, or intimidates any individual or group of individuals, (iv) constitutes unauthorized or unsolicited transmission of advertising, junk or bulk email, or other form of unauthorized solicitation or spam, (v) constitutes an attempt to impersonate any person or entity, (vi) is intended to omit, delete, forge, or misrepresent transmission information, (vii) is intended to cloak the identity or contact information of Client or others, (viii) infringes or misappropriates any intellectual property of any third party, or (iv) interferes with or disrupts the use of the Informatica Services. Client acknowledges that Informatica neither endorses the content of any communications made under Client's account nor assumes responsibility for any material contained therein.

Informatica and/or the Content Suppliers may audit use of the Content on behalf of its licensors to ensure Client's usage is in accordance with the Agreement. Informatica may request from Client and make information on Content use available to the Content Suppliers at any time. In the event of misuse of Content by Client, Client may be required to pay additional fees. Client shall be fully liable for any and all additional fees arising due to misuse of the Content including but not restricted to any fines, penalties, damages or other fees payable to the Content Suppliers or third parties. Informatica may provide Client's contact details to the Content Supplier for use in the event that the Content Supplier wishes to contact Client directly for audit or any other reason.

No trademarks used in the Content may be used or reproduced by Client for any purposes. Client must not systematically query the Content in order to create a copy of the underlying reference databases. The Content contains the intellectual property of the Content Suppliers and is licensed to the Client on an annual basis subject to payment of the applicable fees. The Content remains the intellectual property of the Content Suppliers at all times. The Client's own data and databases shall remain the property of Client. If one or more Addresses from the United Kingdom are processed by Client, Client acknowledges the right of Royal Mail on the basis of this contract to directly enforce all terms against Client relating to the postal reference data. Employees and representatives of the Royal Mail are authorized to inspect applicable accounting and Content at Client's site during general business hours and after adequate advanced notice in order to control the compliance with clauses concerning Royal Mail's data.



## MICROSOFT SOFTWARE SUPPLEMENT

These terms apply to any Microsoft products (the “Microsoft Products”) that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the software to Ellucian.

**By using the Cloud Software (which is connected as described above to Microsoft Products) Client accepts these terms.**

1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Microsoft Products.
2. Client may not reverse engineer, decompile, or disassemble the Microsoft Products, except to the extent that such activity is expressly permitted by applicable law.
3. NO WARRANTIES BY MICROSOFT. CLIENT AGREES THAT IF CLIENT HAS RECEIVED ANY WARRANTIES WITH REGARD TO THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY ELLUCIAN AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
4. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
5. This Order Form only gives Client limited rights to use the Microsoft Products in connection with the Cloud Software. Ellucian and Microsoft reserve all other rights.
6. Client agrees that Ellucian may disclose Client’s information to Microsoft as reasonably necessary to verify compliance with this Order Form.
7. The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the Microsoft Products in any application or situation where the Microsoft Products’ failure could lead to death or serious bodily injury of any person, or to sever physical or environmental damage (“High Risk Use”). High Risk Use does not include utilization of the Microsoft Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client’s use of the Microsoft Products in connection with any High Risk Use.
8. Microsoft is an intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client’s compliance.

**EXHIBIT B TO THE CLOUD SOFTWARE ORDER FORM**  
**Maintenance Standards (Subscription Advantage Plus Level)**

1. Ellucian’s Action Line will be available to Client for Defect reporting seven (7) days per week, twenty-four (24) hours per day (excluding national holidays and Ellucian-observed holidays). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian’s Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client’s Notifications in accordance with the following guidelines:

<b>Priority Levels</b>	<b>Definition</b>	<b>Target Response Times</b>
<b>Priority 1 - Critical</b>	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client’s operations on the day on which the alleged Defect is reported.	1 hour or less
<b>Priority 2 - High</b>	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client’s ability to perform data processing which is critical to Client’s operations on the day on which the alleged Defect is reported	4 hours or less
<b>Priority 3 - Medium</b>	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client’s ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client’s operations	1 business day or less
<b>Priority 4 - Low</b>	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a “response” will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian’s obligation to respond to Client’s Notification(s), Client must follow Ellucian’s policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A “Notification” means a communication to Ellucian by means of: (i) Ellucian’s Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

**EXHIBIT C TO THE CLOUD SOFTWARE ORDER FORM**  
**Service Level Agreement**

**1. Coverage and Terminology.**

This Service Level Agreement (the “SLA”) applies to the production Cloud Software instance supported under this Order Form.

*Availability:* “Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

*Measurement:* Availability is measured as the ratio of actual Availability to expected Availability resulting in an “Achieved Availability” percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available (“Scheduled Uptime”), that the production Cloud Software instance is unavailable for use by Client (“Unscheduled Outage”), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10<sup>th</sup> (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

$$\text{Achieved Availability} = 1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the production Cloud Software instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

**2. Service Level Objective.**

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

A monthly Availability report will be made available within ten (10) business days following Client’s written request.

**3. Service Level Credits.**

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following tables.

<i>Production Cloud Software</i>	
<b>Availability</b>	<b>Service Level Credit Issued by Ellucian *</b>
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee

<b>Production Cloud Software</b>	
<b>Availability</b>	<b>Service Level Credit Issued by Ellucian *</b>
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

\* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 (“Service Level Credit Request, Payment Procedures”) of this SLA.

**4. Maintenance Procedure.**

- 4.1 Ellucian will schedule maintenance windows to perform upgrades to new releases of Cloud Software. Clients will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable.
- 4.2 Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability or integrity of the Cloud Software.

**5. Conditions.**

5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:

- Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
- Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
- Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
- Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
- False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
- File transfer, email or webmail delivery and transmission;
- Circumstances beyond Ellucian’s reasonable control;
- Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
- Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.

5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.

**6. Service Level Credit Request, Payment Procedures.**

- 6.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last billing cycle of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Cloud Software Term or refunded, as the case may be.

## EXHIBIT D TO THE CLOUD SOFTWARE ORDER FORM

### Data Protection

“Data Protection Law” means all laws and regulations relating to the processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

#### Data Protection

1. Ellucian confirms that for so long as it processes Client Personal Data in performing its obligations under an Order Form, it will:

- (a) maintain appropriate technical and organizational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
- (b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and the relevant Order Form;
- (c) process the Client Personal Data only in accordance with the Client’s instructions. The parties agree that the relevant Order Form contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorises Ellucian to take such steps in the processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian’s obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organisational data security measures;
- (d) limit access to the Client Personal Data to Ellucian’s employees, agents and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian’s obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian’s relationship with such subcontractors complies with clause (e) below;
- (e) require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data;
- (f) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of the Client Personal Data and protect against unauthorized access to or use of such Client Personal Data that could result in substantial harm or inconvenience to the Client;
- (g) notify Client of a Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and take reasonable steps to mitigate the effects of the Information Security Breach. An “Information Security Breach” is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
- (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with Ellucian’s obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most

- recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable; and
- (i) not transfer the Client Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (including, but not limited to, as a result of adherence to the EU-US Privacy Shield Framework), to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
2. As applicable, the parties may agree to specify in individual Order Forms the subject-matter and duration of processing of Client Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the Client as controller and any specific processing instructions.
3. The parties agree that on the termination or completion of the provision of the relevant Software or services the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively process (except for storage and deletion) such Client Personal Data.

**EXHIBIT E TO THE ORDER FORM FOR ADDITIONAL CLOUD SOFTWARE**

**Ellucian CRM Recruit Implementation Essentials Scope of Work (“SOW**

**Service Description**

<b>Engagement</b>	<b>High Level Tasks</b>	<b>Deliverables</b>
Ellucian CRM Recruit Installation	<ul style="list-style-type: none"> <li>• Install of Ellucian CRM Recruit Software in production environment;</li> <li>• Create Ellucian CRM Recruit production and test organizations; and</li> <li>• Set-up of ecommerce for application fee via Official Payments, Touchnet, Nelnet, or Cashnet.</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log in Client Collaboration Environment</li> </ul>
Ellucian CRM Recruit Payment Gateway Integration	<ul style="list-style-type: none"> <li>• Create additional appropriate Payment Gateway instance to support integration with Ellucian CRM Recruit</li> <li>• Integrate Ellucian supported Payment Gateway with Ellucian CRM Recruit</li> <li>• Following are the supported payment providers for Colleague Clients:                             <ul style="list-style-type: none"> <li>○ Touchnet, Paypal, Official Payments</li> <li>○</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> </ul>
Ellucian ERP Integration	<ul style="list-style-type: none"> <li>• Configure of Ellucian ERP/Recruit related integration components. Limited to:                             <ul style="list-style-type: none"> <li>○ Colleague WebAPI</li> </ul> </li> <li>• Provide consulting on the validation table imports (including Organizations) from Ellucian ERP system</li> <li>• Integration overview of Ellucian ERP and Recruit integration components</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> </ul>
Discovery and Ellucian CRM Recruit Training Workshop	<ul style="list-style-type: none"> <li>• Deliver Implementation Discovery Workshop Meeting focused on 1 constituency of admission</li> <li>• Preparation call, planning, and follow-up report</li> <li>• 3 day engagement with 6 hours client facing per day</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> <li>• Decision Workbook</li> </ul>
ERP Provisioning	<ul style="list-style-type: none"> <li>• Provide consulting on the validation table imports (including Organizations) from the ERP system</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> </ul>
Prospect Provisioning from ERP – Colleague	<ul style="list-style-type: none"> <li>• Provide assistance with migration of current and future term Prospect data by way of delivered provisioning processes delivered with Ellucian ERP integration</li> <li>• Client responsible for completing data migration activities</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> </ul>
Branding of Web Front End, Creation of Bulk Email Template	<ul style="list-style-type: none"> <li>• Provide overview of and training around how to update the delivered Prospective Student website;</li> <li>• Configure basic CSS styling of Recruit Public Site template (based on institution provided brand collateral);</li> <li>• Configure 1 Bulk Email template; and</li> <li>• Client responsible for any desired changes to the Ellucian delivered templates.</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> <li>• Branding Workbook</li> </ul>
1 Online Application or 1 Common Application Import	<ul style="list-style-type: none"> <li>• Configure 1 Online Application native to Ellucian CRM Recruit including up to 50 custom fields with conditional logic                             <ul style="list-style-type: none"> <li>○ Configure 1 Common Application import consisting of up to 25 custom fields from the Common Application SupplementApplication will be configured to Client needs within scope of Client</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> <li>• Decision Workbook</li> </ul>



Engagement	High Level Tasks	Deliverables
	selected approach based on Client input received during Implementation Discovery Workshop	
2 Letters of Recommendation	<ul style="list-style-type: none"> <li>• Configure 2 defined templates for letters of recommendation including up to 6 custom fields</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> </ul>
1 Supplemental Items Workflow	<ul style="list-style-type: none"> <li>• Configure 1 Supplemental Items Workflow to assign up to 8 supplemental information items based on agreed upon constituency. Workflow to consist of assignments for: <ul style="list-style-type: none"> <li>○ High school transcripts</li> <li>○ Standardized Test Scores (ACT, SAT, GRE, GMAT, MAT, or LSAT)</li> <li>○ College transcripts</li> <li>○ TOEFL</li> <li>○ Letters of recommendation (based on delivered templates)</li> <li>○ Essay</li> <li>○ Proof of funding for International Students</li> <li>○ Copy of passport for International Students</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> </ul>
1 Set of Configuration Delivered at the Time of Installation	<p>Deliver 1 set of configuration delivered at the time of installation. Ellucian configuration defined herein will be delivered based on Client selections defined during Implementation Discovery Workshop based on 1 agreed upon Constituency (Undergraduate, Graduate, or Community College). Client responsible for any changes to Ellucian delivered configuration and/or templates. Configuration consists of:</p> <ul style="list-style-type: none"> <li>• Recruit Web Front End Forms consists of: <ul style="list-style-type: none"> <li>○ 1 defined Online Create Account/Inquiry Form</li> <li>○ 1 defined Online Update Profile Form</li> <li>○ 1 defined Online My Account Page</li> </ul> </li> <li>• Integration <ul style="list-style-type: none"> <li>○ For defined, delivered Ellucian ERP/Recruit field mappings</li> </ul> </li> <li>• 1 defined Information form for internal use</li> <li>• 1 defined Quick Create data entry form for internal use</li> <li>• 1 defined Opportunity form for internal use</li> <li>• 1 defined Business Process for internal use</li> <li>• Up to 5 defined Territories. Includes territory criteria based on last name, campus location, state, county, and high school</li> <li>• Delivered flat file suspect imports consists of: <ul style="list-style-type: none"> <li>○ College Board Student Search Services</li> <li>○ ACT Educational Opportunity Services (EOS)</li> <li>○ ACT PLAN</li> <li>○ NRCCUA, Talent Identification Program (TIP)</li> </ul> </li> <li>• Delivered flat file test score imports: <ul style="list-style-type: none"> <li>○ SAT official scores</li> <li>○ ACT Official scores</li> <li>○ GMAT</li> <li>○ GRE</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> <li>• Updated Decision Workbook</li> </ul>

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> <li>○ LSAT</li> <li>○ TOEFL</li> <li>● 6 defined, leading practice, multi-channel communication campaign workflow templates consists of: <ul style="list-style-type: none"> <li>○ 1 inquiry to apply communication campaign with Ellucian defined text, includes: <ul style="list-style-type: none"> <li>▪ 1 “Inquiry Acknowledgement” Email Activity</li> <li>▪ 1 “Information Packet” Letter Activity</li> <li>▪ 1 “How to Enroll” Email Activity</li> <li>▪ 1 “Paying for College” Email Activity</li> <li>▪ 1 “Visit” Email Activity</li> </ul> </li> <li>● 1 apply to enroll communication campaign with Ellucian defined text, consists of: <ul style="list-style-type: none"> <li>○ 1 “Information Packet” Letter Activity</li> <li>○ 1 “How to Enroll” Letter Activity</li> <li>○ 1 “Paying for College” Email Activity</li> </ul> </li> <li>● 1 application submission/missing supplemental items campaign with Ellucian defined text, consists of: <ul style="list-style-type: none"> <li>○ 1 “Application Submitted” acknowledgement Email Activity</li> <li>○ 2 “Missing Supplemental Items” Email Activities</li> <li>○ 1 “Incomplete Application Follow-Up” Phone Call Activity</li> </ul> </li> <li>● 1 application marked complete acknowledgement with Ellucian defined text, consists of: <ul style="list-style-type: none"> <li>○ 1 “Marked Complete Acknowledgement” Email Activity</li> </ul> </li> <li>● 1 admit/yield campaign with Ellucian defined text, consists of: <ul style="list-style-type: none"> <li>○ 1 “Admit Packet” letter activity</li> <li>○ 1 “Administration Welcome” letter activity</li> <li>○ 1 “Admit Phone Call” phone call activity</li> </ul> </li> <li>● 1 Event Registration acknowledgement workflow with Ellucian defined text, contains: <ul style="list-style-type: none"> <li>○ 1 “Event Registration Confirmation” email activity</li> <li>○ 1 “Event Reminder” email activity</li> <li>○ 1 “Thank you for attending” email activity</li> <li>○ 1 “Registered but did not attend” email activity</li> </ul> </li> <li>● 1 Opportunity Probability Rating <ul style="list-style-type: none"> <li>○ Delivered criteria to consist of the following: <ul style="list-style-type: none"> <li>▪ Geographic Location (state)</li> <li>▪ High Conversion Rate Program</li> <li>▪ Application Status (through Enrolled)</li> <li>▪ Denied Application Status</li> <li>▪ Attended Event</li> <li>▪ Received Communication from Prospect</li> </ul> </li> </ul> </li> <li>● 1 Opportunity Desirability Rating <ul style="list-style-type: none"> <li>○ Delivered criteria to include the following: <ul style="list-style-type: none"> <li>▪ Geographic Location (state)</li> <li>▪ Desirable Academic Program</li> <li>▪ Demographic Data</li> </ul> </li> </ul> </li> </ul> </li> </ul>	

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> <li>▪ Student Type</li> <li>▪ Financial Aid</li> <li>▪ Standardized Test Scores in Desired Range</li> <li>▪ Official GPA in Desired Range</li> <li>• 2 Calendar Campaign Templates <ul style="list-style-type: none"> <li>○ Delivered criteria to consist of the following per template: <ul style="list-style-type: none"> <li>▪ 2 Marketing Letter Activities</li> <li>▪ 2 Bulk Activities</li> <li>▪ 1 defined Marketing List for all Active Prospects</li> </ul> </li> </ul> </li> <li>• 2 Events <ul style="list-style-type: none"> <li>○ Open house event with specific open house event registration form</li> <li>○ Campus visit event with specific campus visit event registration form</li> </ul> </li> <li>• 1 Set of Reporting Level Enrollment Goals <ul style="list-style-type: none"> <li>○ Reporting Level Enrollment goal numbers will be set based on Client input received during Implementation Discovery Workshop.</li> </ul> </li> <li>• Set of Duplicate Detection Rules with Ellucian delivered values</li> <li>• Set of Dashboards, Reports, and System Views with Ellucian delivered reporting standards and filters</li> </ul>	
On Demand Training Content and Follow-up Consulting	<p>Training will be delivered in 2 formats: recorded, on-demand training content that will be consumed by the Client asynchronously as defined in the Implementation Guide; and live consulting engagements with Ellucian. The live consulting engagements will be scheduled to follow the Client’s review of the recorded, on-demand training content and will serve to reinforce the lessons therein. Topics to consist of:</p> <ul style="list-style-type: none"> <li>• Overview and Navigation</li> <li>• Understanding Ellucian ERP Integration</li> <li>• Provisioning from the Ellucian ERP</li> <li>• Managing Users, Security Roles, and System Administration</li> <li>• Managing Web Front End Forms</li> <li>• Managing Opportunity and Recruitment Goals</li> <li>• Managing and Processing Applications</li> <li>• Managing Communications</li> <li>• Managing Campaigns</li> <li>• Managing Travel and Events</li> <li>• Managing Dashboards and Reports</li> <li>• Managing Imports</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> <li>• Updated Task Log</li> <li>• Quick Release Guides</li> <li>• On Demand Subscription Library (“ODSL”) Content</li> </ul>
Client Production Readiness	<ul style="list-style-type: none"> <li>• Provide consulting for rollout assistance with agendas specific to: <ul style="list-style-type: none"> <li>○ Web Front End results</li> <li>○ Application Processing results</li> <li>○ Communications results</li> <li>○ Reporting and Goals results</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> </ul>

Engagement	High Level Tasks	Deliverables
Implementation Checkpoints with Ellucian Project Manager	<ul style="list-style-type: none"> <li>• Execution of project by managing scope, resources and timeline, working in close collaboration with the Client Project Manager;</li> <li>• Manage project schedule and Ellucian resourcing;</li> <li>• Risk mitigation and issue tracking; and</li> <li>• Manage project escalations with Client Project Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> </ul>

**Service Assumptions**

- Client use of Active Directory (AD) or AD Federated Service is required.
- A constituency refers to a single classification of prospective students such as undergraduate first time freshman, managed by 1 admissions office.
- New functionality will be delivered disabled. Training and enablement of new functionality is not delivered with Essentials components, and will require additional service hours for enablement and training.

**Client Responsibilities**

- No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Initial load of prospect data from sources other than an Ellucian ERP require Client to provide data in default Ellucian CRM Recruit format matching Ellucian ERP/Recruit validation codes. Client will perform and be responsible for completion of data migration.
- Client will provide responses to the delivered Ellucian Technical questionnaire prior to execution of this SOW.
- Client will be responsible for ERP non-production system refresh from production before Project Kickoff with current production data.
  - Client must meet all Colleague version requirements for the installation of the Colleague Web API prior to the first installation consulting engagement.
- Client responsible for completing all Payment Gateway technical pre-requisites in timeframe defined in the Ellucian Implementation Guide unless otherwise stated in this herein:
  - Clients using Touchnet must immediately contact Touchnet to initiate contract to set-up payments for Ellucian CRM Recruit (T-Link).
- Client must review all applicable ODSL content prior to attendance of any functional training. Functional training will not be scheduled until ODSL training reports show Client has completed all applicable courses/videos for that functional training session.
- Client will create security classes based on information and guidance provided by Ellucian.
- Ellucian implementation services as defined herein include the configuration of Recruit to support 1 constituency for admissions. Client is responsible for the configuration for additional constituencies, functionality, and content not stated herein.

**Out of Scope**

- Migration or import of any data not defined or described herein.
- Delivery of configuration or templates beyond the scope described herein.
- Configuration for constituencies other than the ) mutually agreed upon constituency of admissions as defined herein.
- Any customizations/additional configurations not included in the aforementioned scope of services and are identified through the Essentials implementation will require additional scoping. These additional configurations cannot occur until completion of the 12 week Essentials Implementation and may incur additional charges.
- Services to implement required technical prerequisite ERP updates, specifically:
  - Services to install Payment Gateway.
  - Consulting or training to support ERP duplicate detection, common matching, or push rules.
  - Configuration of custom subroutine to support custom field integration for Colleague.

- Configuration, installation, or testing of WebLogic Network Load Balancing, Windows Network Load Balancing, and SQL Clustering.
- Automation of file import process or file conversion.

**Cancellation of Scheduled Professional Services.** The parties agree that once Client and Ellucian have scheduled a specific time during which Ellucian will provide Professional Services, Ellucian will be obligated to perform and Client will be obligated to obtain and pay Ellucian for such scheduled Professional Services, in accordance with the agreed upon schedule. If Client desires to cancel or postpone scheduled Professional Services, Client must provide Ellucian with notice of such cancellation or postponement (a “Services Cancellation Notice”). For the purposes of this Section, Services Cancellation Notices must be provided by sending an email to: [services@ellucian.com](mailto:services@ellucian.com). When cancelling scheduled Professional Services, Client will be subject to the following cancellation fees as liquidated damages and not as penalties:

- (a) If Ellucian receives the Services Cancellation Notice more than thirty (30) calendar days prior to the date on which Professional Services are scheduled to commence, Client will not be assessed a services cancellation fee;
- (b) If Ellucian receives the Services Cancellation Notice less than thirty-one (31) calendar days, but more than fourteen (14) calendar days, prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to fifty percent (50%) of the total anticipated fee for the scheduled Professional Services; and
- (c) If Ellucian receives the Services Cancellation Notice less than fifteen (15) calendar days prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to one hundred percent (100%) of the total anticipated fee for the scheduled Professional Services.

In addition to cancellation fees due under this Section, Client will be assessed the full amount of any airline- or hotel-imposed cancellation charges associated with previously purchased non-refundable fares or reservations (as applicable) incurred by Ellucian as a result of the cancellation.

### **Project Assumptions**

As applicable, the following assumptions will apply to Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client’s site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a ‘train-the-trainer’ methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major

upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.

- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.



Corey Crane – Account Executive – Kansas City

2003 Edmund Halley Drive

Suite 500

Reston, VA 20191

Garden City Community College

Quote Date:

Wednesday, April 22, 2020

*This price quote is provided for budgeting purposes only and provides informational line detail on this proposed package of products and services for your use internally; the price quote though not a binding offer, is based upon limited information presently available to Ellucian regarding your particular needs. The following tailored solution is conditioned upon full execution and delivery of a separate written contract following mutual discovery of options, needs, and capabilities.*

All pricing contained in this price quote is valid for 90 days from the Quote Date listed above.

Investment Summary - Overview of Pricing Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Ellucian Cloud Solutions (CRM Recruit)	\$56,000	\$56,000	\$56,000	\$59,000	\$62,000	\$289,000
	0	0	0	0	0	0
<b>Software &amp; Subscriptions Subtotal</b>	<b>\$56,000</b>	<b>\$56,000</b>	<b>\$56,000</b>	<b>\$59,000</b>	<b>\$62,000</b>	<b>\$289,000</b>
	0	0	0	0	0	0
Time & Materials Services	\$0	\$0	\$0	\$0	\$0	\$0
Fixed Fee Services	\$0	\$0	\$0	\$0	\$0	\$0
<b>Proposed Services Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total</b>	<b>\$56,000</b>	<b>\$56,000</b>	<b>\$56,000</b>	<b>\$59,000</b>	<b>\$62,000</b>	<b>\$289,000</b>
	0	0	0	0	0	0

Ellucian Cloud Solutions	Annual List	Discount %	Annual Net
Ellucian CRM Recruit - Community Edition (Colleague)	\$65,000	14%	\$56,000
1 - Bulk Email for CRM Recruit (block of 250,000 email sends) (Bundled)	\$0	0%	\$0
25 - Ellucian CRM Sales User (Bundled)	\$0	0%	\$0
10 - Ellucian CRM Team Member User (Bundled)	\$0	0%	\$0
1 - Recruit Payment Gateway (Bundled)	\$0	0%	\$0
<b>Ellucian Cloud Solutions Subtotal</b>			<b>\$56,000</b>

*Ellucian Proprietary and Confidential Information*

Prices quoted in US Dollars. Quote valid for 90 days from Wednesday, April 22, 2020

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**EXECUTIVE LIMITATIONS****ANNUAL****Asset Protection #5****Page 14****The President shall not make any purchase (a) of over \$20,000 without competitive bids and due consideration regarding cost, quality, and service; and (b) of over \$50,000.**

**CEO's Interpretation:** Unless purchases are made under contract or through exclusive providers such as City of Garden City, competitive bids are required on all purchases over \$20,000.

**Data directly addressing the CEO's interpretation:** Purchase orders for purchases over \$20,000 are not processed until proper documentation is submitted to the Accounts Payable Coordinator. Each month the Board receives a report indicating checks written for \$50,000 or more. Purchases over \$50,000, not covered under contract or exclusivity, require Board approval.



**JUNE 2020 MONITORING REPORT**

<b>EXECUTIVE LIMITATIONS</b>	<b>ANNUAL</b>
<b>Compensation/Benefits #1</b>	<b>Page 15</b>
<b>The President shall not change his or her own compensation or benefits.</b>	

**CEO’s Interpretation:**

The Board determines the President’s compensation and benefits and directs preparation of presidential employment contract.

**Data directly addressing the CEO’s interpretation:**

April 2020, the Board acted to extend the President’s contract by 1 year. The signed contract is on file with the office of Human Resources and business office.

<b>EXECUTIVE LIMITATIONS</b>	<b>ANNUAL</b>
<b>Compensation/Benefits #2</b>	<b>Page 15</b>
<b>The President shall not promise or imply permanent or guaranteed employment.</b>	

**CEO’s Interpretation:**

The Policy Governance Handbook, on page 26, states that the president is vested and delegated with the authority to secure personnel for GCCC. Furthermore, it is interpreted that no employee, other than those covered by the negotiated agreement, will be considered permanent, including the president.

**Data directly addressing the CEO’s interpretation:** Each month the Board receives a list of all new faculty, adjunct instructors, and full-time employees. Faculty are covered under the Negotiated Agreement which is approved by the Governing Board. Staff employed at GCCC are at-will and can be terminated at any time without cause.

EXECUTIVE LIMITATIONS	ANNUAL
Compensation/Benefits #3	Page 15

**The President shall not establish compensation and benefits which:**

**A. Deviate significantly from the geographic area or market for the skills employed; B. Create obligations over a longer term than reserves can be safely projected, in no event longer than one year, and in all events subject to losses of revenue.**

**CEO’s Interpretation:** The President shall make annual raise decisions that are consistent with local, regional, and national employment markets. Recommended raises and salary adjustments for all employees will be made in accordance within institutional budget.

**Data directly addressing the CEO’s interpretation:**

Compensation and benefits for faculty are analyzed and reviewed during the negotiation process. All other employees’ salary and benefit considerations are reviewed annually and are considered during the institutional budget process.

GCCC may utilize external agencies for salary comparison and annually update its compensation data base. Salary and benefits are commensurate of the duties, experience, and responsibilities of the employee.

EXECUTIVE LIMITATIONS	ANNUAL
Compensation/Benefits #4	Page 15
<b>The President shall not create an employment contract, as defined herein, without legal counsel review and board approval.</b>	

**CEO’s Interpretation:** The President shall not extend an offer for employment contract for a period exceeding one (1) year without legal counsel review and board approval.

**Data directly addressing the CEO’s interpretation:** There have been no employment contracts offered to any employee during this past fiscal year. There have been no contracts presented for legal review of board approval, other than those presented under the negotiated agreement.

**Incidental Information**  
**June 2020**

**Karla Armstrong, Vice President for Administrative Services/CFO:**

**Maintenance:**

- Dorm repairs at suites
- Carpet and paint at suites
- Plexiglass panels installed in SCSC, Admin and cafeteria
- Wall/Ceiling repair in DPAC
- Steel doors installed at Broncbuster housing
- Work order completion

**Information Technology:**

- Telephone system migration to the cloud.
- Researching and testing conference systems to add to classrooms for expanded virtual classrooms.
- Further moved users to office 365

**Grounds:**

- Mowed
- Checked control clocks
- Irrigation repair
- Eliminated sprinkler heads at DPAC to make way for new exterior concrete pad
- Edged
- Irrigation replacement at Tangeman

**Custodial:**

- Sanitizing all area on campus
- Scrubbing all floors/ refinish
- Penka bldg. hallways stripped, waxed
- Housing sanitizing all bedrooms, restrooms
- Suites sanitizing all bedrooms, restrooms
- Purchased cordless electrostatic sprayer

### **Transportation:**

- Maintenance on Fleet
  - Ran buses and small vehicles to keep lubricated
- Preventative maintenance on older vehicles
- Parked fleet in baseball academy to protect from inclement weather.
- Worked on covid-19 vehicle sanitizing procedures
- Ordered supplies to disinfect and maintain fleet vehicles when travel resumes

### **Human Resources Board Report**

#### **New Employees:**

Amy Schmeckpeper, Head Softball Coach, effective, June 1, 2020

#### **Transfers:**

No transfers to report

#### **Separations:**

Nicholas Salazar, HPER Instructor, effective, May 19, 2020

#### **Open Positions:**

**Human Resources is currently working with Cabinet regarding open positions. Please see the breakdown for review.**

Assistant Track and Field Coach- **In Process**

Carpentry Instructor- **In Process**

Research Analyst- **In Process**

Piano Accompanist

#### **Positions to be placed on Hold:**

Admissions Rep/Campus Visit Coordinator

HPER Instructor

Social Science Instructor

Industrial Maintenance Instructor

#### **Online Positions:**

Agriculture/Agronomy- Online Adjunct Instructor

English Composition- Online Adjunct Instructor

Fire Science- Online Adjunct Instructor

Health, Physical Education, and Recreation-Online Adjunct Instructor

Mathematics- Online Adjunct Instructor

*Board of Trustees Agenda June 9, 2020*

**Filled Positions:**

Dual Credit Coordinator and Administrative Assistant to Dean of Academics- **Starting July 1, 2020**

Head Strength & Conditioning Coach- **Starting July 1, 2020**

Animal Science Online Adjunct instructor

Projects for the Human Resources Department include:

- COVID 19- Return to Work/ Procedural review
- Continuing with procedural review (Personnel Policies & Procedures)
- Working on the development of employee and faculty handbooks
- Department Assessment Review Process (Human Resources Operations Manual)

**Print Shop/Creative Services – May 2020**

- Designed various social media graphics
- Printed the 2020 fall course schedule
- Filled print/supply orders
- Designed and printed employee appreciation postcards
- Designed employee appreciation signs
- Designed Fire Science social ads
- Designed summer social ads
- Designed open for business social ad
- Designed Viewbook
- Designed ROTC bookmark (insert) and updated ROTC brochure
- Designed Exploration day career fair business partner save the date
- Emailed graduation templates to each individual graduate
- Created fillable forms for Admissions

## **Public Relations/Marketing – May 2020**

- Completed: Dorm room staging project
- Completed: Operation Buster Pride yard signs
- Laptop Initiative – Social media marketing
- CARES Act – webpage and data
- Return to Work Committee – Healthy at GCCC campaign
- Ready Education – new GCCC app committee
- Work in progress: Fall marketing campaign
- Press Releases:
  - KBOR Nursing Grant
  - Laptop Initiative
  - USDA Grant for Carpentry
  - FHSU Transfer Connect
  - 100<sup>th</sup> Commencement Ceremony
  - CARES Act Emergency Grants
  - Campus Operations/Safety Protocols

## **Bookstore**

We are pretty much just doing the same thing as last month. I am finishing up the stragglers on the fall book adoptions. We are processing the orders that are coming from the website. We have finished handing out caps and gowns-which I think went well. I'm still working on updating the website, and working with MBS to add a comment of some type to alert students that they do not need to purchase a physical book-most of the books will be delivered by e-text. There seems to be some confusion with this, so we just want to add something to the website page.

Apparel is still coming in slowly, so we have been working on that also.

## **Business Office and Payroll:**

- Kim and Deb attended NACUBO webinar on 1098T reporting
- Reviewed Emergency grant applications with financial aid
- Continue to award Emergency grants and CARES Act grant checks
- Reissuing old outstanding checks
- Worked with HR on the new FFCRA policies

*Board of Trustees Agenda June 9, 2020*

## **Marc Malone, Vice President for Instructional Services:**

### **Garden City Career Connection Academy**

The Garden City Career Connection Academy has been successfully awarded for FY21, \$342,874.00 under the WIOA title II's Adult Education and Family Literacy Act (AEFLA) for the period of July 1<sup>st</sup>, 2020, through June 30<sup>th</sup>, 2025. This is a federal grant administrated by KBOR. This award represents a \$42,000 increase from the previous year's funding.

Several students were able to officially test for the GED at the Testing Center. This was only possible with the help of a great "GCCC team", Vice-president of Student Services (Colin), Testing Center administrator (Johan), Proctor (Rafaela), nursing department (Glenda and Linda) and GCCCA Instructors. We will continue with testing after we receive new Personal Protection Equipment (PPE).

The Academy started testing remotely with our Test for Adult Basic Education (TABE) for GED participants and English as a Second Language. This will help the program keep the accountability and student outcomes.

GCCCA instructors working at TYSON received access and trainings, to TYSON's network, to help students remotely (to those who agree to continue with this model) and on-site as soon as we return face to face.

The Academy was approved to purchase laptops for students who are in most need and work remotely for GED and/or ESL classes.

### **Nursing**

Received a KBOR Nursing Initiative Grant. Will be used to purchase new medication delivery system. This grant will allow GCCC to provide "industry-standard" equipment that is currently being used in the local and regional hospitals.

### **Production Agriculture**

Received a KBOR Non-Traditional Grant for Production Agriculture program on campus. Funds will be used to produce a high-quality television commercial that can be used in a variety of mediums, including television, social media, and other areas.

### **Automotive Technician**

Automotive Technician program is on track to be over full on enrollment for Fall 2020. Congrats to Ryan Grubbs on all his work to promote and market his program through word-of-mouth and social media promotion.

*Board of Trustees Agenda June 9, 2020*

## **EMT**

GCCC recently hosted an EMT testing site for the Kansas Board of EMS. Over 35 students from all over Kansas were able to come and complete their testing requirements for the KS Board of EMS. Planning for in-room safety during this pandemic took dedication from the program faculty and great collaboration with the Maintenance and Facilities group on campus. We appreciate this collaboration and cooperation.

## **High School Collaborations**

GCCC and all three high schools in Finney Co (Holcomb High School, GCHS and GCAEC) are collaborating on three Career and Technical Education (CTE) programs for Fall 2020: Carpentry, Manicuring, and Automotive Technician to be offered to high school students for free.

## **Saffell Library**

The library is pursuing a grant through the Institute of Museum and Library Services. If approved, the award would be used to enhance its delivery of digital resources including existing digital collections and the delivery of additional

## **Colin Lamb, Vice President for Student Services:**

### **Student Support Services**

More than 25% of the students listed in the PTK inductee press release are SSS participants. We are making sure that all our participants have what they need for summer and are helping them get ready for fall. We are helping our graduating sophomores with last minute transfer issues. Staff members will have a long-range planning meeting on July 15. US Department of Education said they plan to notify TRIO SSS grant applicants of their funding status in the beginning of July.

### **Financial Aid**

We have received 455 scholarship applications for 2020-2021; as of today, 225 students have been awarded a total of \$177,505 in scholarships funded by the GCCC Endowment. Staff will make calls to those not yet enrolled and encourage the fall enrollment process. If student indicates not attending GCCC, we will promote the affordability/transferability and encourage summer jump start! For those not attending GCCC in the fall, we will remove/reallocate scholarships to those applicants we have not awarded.



Athletic and activity scholarships info appear to be low thus far, hoping to get updates from coaches/sponsors on these soon!

Total unduplicated student *2019-2020 FAFSAs as of today is 2069*

of course, majority of students submit more than 1 FAFSA transaction

therefore, the total # of FAFSAs reviewed is far more

Of these, 696 students are enrolled SP20 and awarded, many others awarded not enrolled

Will initiate conversations at division level regarding- why not enrolling after FAFSA completion & possible new processes to gain enrollment

Summer financial aid awarding -continues to be a focus

Total unduplicated student *2020-2021 FAFSAs as of 04/06/2020 is 856* (pulling in big batch tomorrow)

of course, majority of students submit more than 1 FAFSA transaction

therefore total # of FAFSAs reviewed is far more

**Unduplicated FAFSA comparison by year- same time each year:**

2019-2020 unduplicated FAFSAs = 1005 as of 04/06/2019

2020-2021 unduplicated FAFSAs = 856 as of 04/06/2020

***Difference comparing current year to upcoming year at exact date each year is -149 unduplicated FAFSAs***

Our department continues to be extremely busy with phone calls/emails and serving students. We are truly feeling the impact of no work study students (30 hours per week) and will need to work more hours with the vacancy of scholarship coordinator.

We also have focused our efforts in understanding, researching, planning/testing and finally disbursing the \$641,003 in federal funding from the Coronavirus Aid, Relief, and Economic Security Act to qualifying students for expenses incurred by campus disruptions due to COVID-19 pandemic.

*Board of Trustees Agenda June 9, 2020*

696 students qualified automatically and will be paid out by this Friday – awards vary \$900 for full time and then pro-rated according to those enrolled less than full time. Awards will not be applied to student accounts- per DOE regulations; checks will be cut directly to students – even if they owe GCCC. We have received 178 emergency grant applications thus far and will continue to review/award these grant applications until funds are exhausted (including small institutional funding -for those who are ineligible for federal funding).

### **Registrar’s Office**

- Remote Offices (during COVID-19)
  - Processing of records, registrations, and transcripts continue the same as if we were in our ‘real’ offices.
  - Incoming emails have quadrupled during this time. We have received about 100 emails each day. This number may vary, depending on the number of “communication” emails that are relayed back and forth to students, advisors, and instructors.
  
- Semester End Processing
  - Academic Probations
    - A total of 115 students were placed on probation for the Spring 2020 semester.
    - Students received letters notifying them of this warning along with steps to take.
  - Academic Dismissals
    - A total of 36 students were placed on dismissal for the Spring 2020 semester.
    - Students received letters notifying them of this notice along with an outline of steps needed to petition for reinstatement.
  
- Graduation Applications and Degree Audits
  - We are in the process of finalizing degree audits for our Spring 2020 graduates.
  - An additional 20 graduation applications have been received within the last month (for both Spring and Summer 2020 completions).

- Enrollment
  - Early Enrollment Days
    - While we continue to enroll our ‘current’ students daily, we also enroll our ‘NEW’ students during our scheduled enrollment days that are coordinated by our Admissions Office.
    - Scheduled Enrollment Days are:
      - June 9, 16, 23
  - Below are the enrollment counts as of 6/4/20
    - Summer 2020
      - Headcount: 679
      - Credit Hours: 4,093
      - FTE: 272.9
    - Fall 2020
      - Headcount: 363
      - Credit Hours: 5,364

FTE: 35