



Mission Statement: Inspire individuals & enrich our community one student at a time.



Vision Statement: Be a national leader in academic excellence & partner of choice in the communities we serve.

**KANSAS CITY KANSAS COMMUNITY COLLEGE
Board of Trustees Special Meeting Agenda - AMENDED
March 15, 2022 – 4:00 P.M.**

Meeting Location: Hybrid – KCKCC-Main Campus Upper Jewell Lounge and Zoom Meeting

Agenda

1. **Call to Order**
2. **Executive Session(s):**
 1. Executive session to discuss personnel matters of nonelected personnel with possible action to follow in open session (20-minute duration). Open session will take place in the Upper Jewell Lounge and online in the virtual meeting room.
 2. Executive session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship with possible action to follow in open session (10-minute duration). Open session will take place in the Upper Jewell Lounge and online in the virtual meeting room.
3. **Update(s) with possible action to follow at 5:00 p.m. meeting:**
 - Discussion of PGAV Architects to Provide Architectural Services for the Kansas City Kansas Community Education, Health and Wellness Center (KCKCEHWC). Presented by Mr. Michael Beach.
 - Discussion of Exterior Sculptures. Presented by Dr. Greg Mosier.
 - Discussion of Land Donation. Presented by Dr. Greg Mosier.
4. **Informational:**
 - Capital Campaign Fundraising Report. Presented by Dr. Greg Mosier.
 - Downtown Property Incident Report. Presented by Dr. Greg Mosier.
5. **Adjournment**



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**KANSAS CITY KANSAS COMMUNITY COLLEGE
Board of Trustees Meeting Agenda - AMENDED
March 15, 2022 – 5:00 P.M.**

Meeting Location: Hybrid – KCKCC-Main Campus, Upper Jewell Lounge and Zoom Meeting

Agenda

1. Call to Order & Pledge of Allegiance
2. KCKCC Mission Statement
3. Roll Call
4. Approval of Agenda
5. Audience to Patrons and Petitioners (5-minute limit)
6. Recognitions/Presentations – None scheduled.
7. Communications – None scheduled.
8. Board Committee Reports
9. **Consent Agenda:**
 - (Item A) - Approval of Minutes of the February 15, 2022 Meeting
 - (Item A1) - Approval of Minutes of the February 15, 2022 Special Meeting
 - (Item B) - Approval of Recommendations for Payment
 - (Item C) - Approval of Ratification Items
 - (Item D) - Approval of Personnel Items (H.R.)
10. **Student Senate Report** – Student Senate Cabinet
11. **President's Report** – Dr. Greg Mosier

12. Vice President Academic Affairs Report – Mr. Jerry Pope
13. Vice President Student Affairs Report – Dr. Chris Meiers, Interim
14. Vice President Strategic Initiatives & Outreach Report – Dr. Tami Bartunek
15. Chief Financial Officer Report – Mr. Michael Beach
16. Chief Human Resources Officer Report – Ms. Christina McGee
17. Chief Information Officer Report – Mr. Peter Gabriel
18. Unfinished Business:
 - HLC Update. Presented by Mr. Jerry Pope.
 - KCKCC COVID-19 Safety Recommendation. Presented by Dr. Greg Mosier.
 - Additional High School Course Fees for FY2023. Presented by Mr. Jerry Pope.
19. New Business:
 - Approval to Vote in Favor of PGAV Architects to Provide Architectural Services for the Kansas City Kansas Community Education, Health and Wellness Center. Presented by Mr. Michael Beach.
 - Approval of Exterior Sculptures. Presented by Dr. Greg Mosier.
 - Approval to Pursue Land Donation. Presented by Dr. Greg Mosier.
 - Approval of Owner Representative Firm with Conditions. Presented by Dr. Greg Mosier.
20. Informational:
 - Capital Campaign Fundraising Report. Presented by Dr. Greg Mosier.
 - Downtown Property Incident Report. Presented by Dr. Greg Mosier.
21. Adjournment

Next Meeting of the Board of Trustees:

Tuesday, April 19, 2022 - 9:00 a.m. – Hybrid Meeting
(KCKCC – TEC & Zoom Virtual Meeting Room)

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 28 day of February in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

The Kansas City, Kansas Community Education, Health and Wellness Condominium Association, Inc.
C/O: Dr. Greg Mosier & Michael Beach
Kansas City Kansas Community College
7520 State Avenue
Kansas City, Kansas 66112

and the Architect:
(Name, legal status, address, and other information)

Peckham Guyton Albers & Viets, Inc. (PGAV Architects)
1900 W. 47th Place, Suite 300
Westwood, Kansas 66205
(913) 362-6500

for the following Project:
(Name, location, and detailed description)

Kansas City, Kansas Community Education, Health and Wellness Center

Located in the western portion of the block bounded by 6th Street, 7th Street, State Avenue & Nebraska Avenue in downtown Kansas City, Kansas.

The project includes space for the following project stakeholders who make up the Condominium Association:

- Kansas City Kansas Community College
- YMCA of Greater Kansas City
- Wyandot Behavioral Health
- Swope Health
- Community America Credit Union

See Section 1.1.2 and PGAV Design Services Proposal Letter dated 2/11/2022 for further description.

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Architect agree as follows.

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(1432437614)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

An initial program was developed and dated April 4, 2020, for the purpose of guiding the previously completed concept design and fundraising support work. The program does not fully incorporate the current list of project partners and stakeholders. PGAV will work with the Owner to update and verify the project program as part of basic services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approx. 134,000 SF facility housed in both stand alone and connected buildings at the NE corner of 7th Street & State Avenue in Kansas City, Kansas.

Project components include:

- Health & Wellness Building (~47,400 GSF)
- Education Building (~57,200 GSF)
- Technology Lab Building (~24,300 GSF)
- Retail Banking Building (~5,500 GSF)
- Sub-grade parking structure

The project is further described through concept design floor plans most recently published and dated July 19, 2021, and fundraising renderings updated in July 2021. See attached Exhibit C.

Init.

The project will incorporate historic components of the 7th Avenue Church (located on the NE corner of 7th Street and State Avenue) in the interest of preserving elements of the church into the project.

See PGAV Design Services Proposal Letter (Exhibit B) dated February 11, 2022, for further scope description.

Work during the Schematic Design phase will reconcile the desired project program and Concept Design plan with current construction market conditions to achieve budget and scope alignment. The Owner's CMAA will provide cost estimating services during the design phase.

Information describing physical characteristics of the project site including legal description, site boundary and topographic surveys, geotechnical reports, traffic and utility studies, availability of public and private utilities will be provided by the Owner.

Unless specifically stated otherwise, any information set forth in this Agreement regarding the Project's physical characteristics is based on information provided by the Owner to the Architect upon which Architect has the right to rely.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Final determination of the Cost of the Work for construction will be determined by analysis of the Owner's overall Project Budget by the Owner's Representative, to be contracted by directly by the Owner.

The Owner's stated project budget is \$70,000,000.

The project Construction budget is assumed at this time to be \$50,000,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Initial project milestones (shown below) were developed in 2021 with the goal of commencing design services in January of 2022. Due to project initiation requirements tied to fundraising milestones, design services will begin upon acquisition of fundraising commitments equal to 50% of the project budget as stated in Article 12 of this agreement.

The milestone dates listed below are subject to change based upon commencement date for design services and will be further developed and refined with input from the Owner, Owner's Representative, and CMAA.

Program Verification – complete 4/1/2022 (to be further developed)

Bid Package #1 – complete 9/1/2022 (to be further developed)

Bid Package #2 – Complete 1/15/2023 (to be further developed)

.2 Construction commencement date:

11/1/2022 (to be further developed)

.3 Substantial Completion date or dates:

6/1/2024 (to be further developed)

.4 Other milestone dates:

Project Ribbon Cutting / Grand Opening 8/15/2024 (to be confirmed)

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- [☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [☐] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The project will be delivered in two (2) separate bid packages.

- Bid Package #1 will be issued to procure work related to earthwork and site/utility infrastructure development.
- Bid Package #2 will be issued to procure the remainder of the work.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Dr. Greg Mosier, President
Kansas City Kansas Community College
7520 State Avenue
Kansas City, Kansas 66205
(913) 334-1100

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

Init.

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

N/A

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

Building Commissioning Agent
AV Integrator
Historic Preservation Consultant
Exhibit Designer
Environmental Graphics Designer

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Chris Davis, Vice President
PGAV Architects
1900 W. 47th Place, Suite 300
Westwood, Kansas 66205
(913) 362-6500

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

Init.

TBD

.3 Electrical Engineer:

TBD

.4 Civil Engineer:

TBD

.5 Landscape Architect

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

No additional consultants will be retained under Supplemental Services. If additional consultants are required beyond those listed above in Section 1.1.12.1, Architect can provide a proposal to add consultants as an Additional Service.

§ 1.1.13 Other Initial Information on which the Agreement is based:

The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto as Exhibit A, are hereby incorporated into this contract and made a part thereof. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to, and a part of the contract in which this attachment is incorporated. Any items that conflict or could be interpreted to conflict with this attachment are nullified.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's proposed scope of the Work or the budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Instruments of Service will be transmitted in printed paper or PDF format only. The Building Information model will not be utilized as an Instrument of Service.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect makes no express or implied warranties, but, consistent with the above, recognizes that Architect has a duty to perform its architectural services in accordance with the applicable standard of professional care.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits, or where no statutory limits are applicable, with limits of One Million (\$1,000,000.00).

§ 2.6.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million (\$ 2,000,000.00) per claim and Two Million (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims to the extent the damages are caused by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and as otherwise expressly designated as Basic Services in this Agreement. Basic services include usual and customary structural, mechanical, and electrical engineering services as well as the services of Architect-hired consultants, if any, reflected in Article 1 of this Agreement.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services. Owner shall cause Construction Manager in scheduling for the Project to accommodate Architect's reasonable needs time-wise for the performance of the Basic Services and any additional services, if any.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect

discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered by the Architect in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the general requirements of the Project as reflected in the Owner's program and the minutes of the meeting(s) with both Owner and Construction Manager.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

Init.

Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. . However, if any of the governmental authorities require a change in the Project design because of a change in an applicable code, ordinance, regulation or law adopted after the signing of this Agreement or because of a requirement otherwise imposed by that governmental authority, including a building official or fire marshal, the resulting design services to implement that change in the design shall be treated as an Additional Service under Section 4.2.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms. Such assistance shall not include the performance of legal services.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of

the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 (consisting of the limited observations from time to time) and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager should receive payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule; provided, however, that the submittal schedule shall afford Architect sufficient time to review the submittal depending on its volume and complexity. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given by the Architect and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. Requests for information shall be in such form as Architect requires and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, the Architect is not aware of any punch list item that the Contractor has failed to perform.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify, to the extent the inspections permit, the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

(Paragraph deleted)

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

The following definitions apply to the terms in the second column below:

- (1) Where "Architect" or "A" appears, the item is part of the Architect's Services (and all or part of such Services will be considered Basic Services only insofar as so specifically designated as such below);
- (2) Where "Owner" or "O" appears, it is contemplated that the Owner or an Owner-hired consultant will perform the item; and
- (3) Where "Not Provided" or "NP" appears, it is not presently contemplated that the item will be provided as a part of the Project.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	NP
§ 4.1.1.5 Existing facilities surveys	NP
§ 4.1.1.6 Site evaluation and planning	NP
§ 4.1.1.7 Building Information Model management responsibilities	NP
§ 4.1.1.8 Development of Building Information Models for post construction use	NP
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	NP
§ 4.1.1.13 Cost estimating	Owner
§ 4.1.1.14 On-site project representation	NP
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	NP
§ 4.1.1.19 Facility support services	NP
§ 4.1.1.20 Tenant-related services	NP
§ 4.1.1.21 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	Owner
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.26 Historic preservation	Owner
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Owner
§ 4.1.1.29 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 ASSISTANCE WITH SELECTION OF CONSTRUCTION MANAGER – Architect will assist Owner with selection of the Construction Manager upon request. Assistance will be limited to attendance at the interviews for CMaR services.

Architect has been requested to provide similar assistance with the selection of the Owner's Representative and will provide equal services upon request.

4.1.1.2 PROGRAMMING – Architect will provide program verification services by updating the program to include current stakeholders and Condominium Association members, and to refine the program to include current priorities and requirements of the project.

4.1.1.3 MULTIPLE PRELIMINARY DESIGNS – Architect will provide design options within the Schematic Design Phase limited to three (3) varying design options for the project.

4.1.1.9 CIVIL ENGINEERING – Architect will provide civil engineering for the project as consistent with parameters established in the State of Kansas, Department of Administration, Office of Facilities and Property Management Building Design and Construction Manual (July 2021 edition). Civil Engineering services are limited to customary and traditional on-site services related to building design and construction with exclusions for utility extensions, traffic studies, right-of-way design, and other non-customary Civil Engineering services. See Exhibit B for additional exclusions to Civil Engineering Services.

4.1.1.10 LANDSCAPE DESIGN- Architect will provide Landscape Design services for the project as consistent with parameters established in the State of Kansas, Department of Administration, Office of Facilities and Property Management Building Design and Construction Manual (July 2021 edition). Landscape Design services are limited to customary and traditional on-site services related to building design and construction. Services exclude off-site or other non-traditional Landscape Design.

4.1.1.11 ARCHITECTURAL INTERIOR DESIGN – Architect will provide customary Interior Design services related to design, selection and specification of fixed finishes within the building. Services do not include design, selection, or specification of movable furniture, fixtures or equipment. These services can be provided upon request as Additional Services.

4.1.1.15 CONFORMED DOCUMENTS FOR CONSTRUCTION – Architect will (one time) provide a conformed set of construction documents which consolidates the design of the project from previously issued bid packages.

4.1.1.16 AS-DESIGNED RECORD DRAWINGS – Architect will (one time) after final completion of the project prepare a set of Record Drawings which incorporate any design changes made during the construction process.

4.1.1.17 AS-CONSTRUCTED RECORD DRAWINGS – Architect will (one time) after final completion of the project, incorporate markups to be provided by the CMaR and its sub-contractors to record as-constructed aspects of the building into the set of Record Drawings provided to the Owner.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.13 COST ESTIMATING – to be provided by Owner's Construction Manager at Risk (CMaR)

4.1.1.22 TELECOMMUNICATION / DATA DESIGN – Owner will hire an independent consultant to provide Telecommunication & Data Systems Design for the project. Architect's consultants will provide customary pathway and back-box design for telecom and data systems. See Exhibit B for further description of design to be provided by Architect's consultants. Owner to hire AV Integrator as required to coordinate design and integration of hardware, software, devices and cabling systems.

4.1.1.23 SECURITY EVALUATION AND PLANNING – Owner will hire an independent consultant to provide Security Systems Design for the project. Architect's consultants will provide customary pathway and back-box design for security related systems. See Exhibit B for further description of design to be provided by Architect's consultants. Owner to hire AV Integrator as required to coordinate design and integration of hardware, software, devices and cabling systems.

4.1.1.24 COMMISSIONING – Owner to hire a Building Commissioning Agent to the extent that building commissioning is desired for the project. Architect and Architect's consultants will coordinate their work the Owner's Commissioning Agent to support the building commissioning process.

4.1.1.26 – HISTORIC PRESERVATION – Owner to hire a Historic Preservation consultant to the extent required for cataloging, evaluation, restoration, or other required services related to preservation of historic elements of the 7th Avenue Church that are to be incorporated into the project. Architect and Architect's consultants will physically incorporate the historic elements of the church into the project, as recommended by the Owner and/or the Owner's Historic Preservation consultant, but exclude any services related to historic preservation services.

4.1.1.27 – FURNITURE, FURNISHINGS AND EQUIPMENT DESIGN – Owner will provide design and procurement services for all loose furniture, furnishings and equipment to be housed in the building or on the site. Architect can provide design, specification, and procurement assistance for loose furniture and furnishings upon request as an Additional Service.

Owner will provide design and procurement services related to any and all equipment (loose or fixed) beyond that which is customarily provided in relation to building mechanical, electrical, plumbing, fire protection or fire alarm systems. Owner provided equipment includes that provided in teaching labs in the Technology Lab Building and Education Building including the Construction Technology & Engineering Labs, Biomanufacturing Lab, Testing Lab, Computer Labs and related spaces. Owner provided equipment also includes that provided in the Health & Wellness Building supporting fitness and clinical spaces, and in the Retail Banking Building to support banking operations. Owner will provide technical requirements and product cut sheets of all equipment to the Architect for coordination with the Architect's consultants related to power and utility needs, heat generation and other aspects that impact building design.

4.1.1.28 OTHER SERVICES PROVIDED BY SPECIALTY CONSULTANTS – Owner will provide any services not specifically listed as being provided by the Architect, unless services are requested to be provided as Additional Services as part of the Architect's scope of work.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. Except for the services required under subparts .3 or .4 below in which case the Architect shall proceed with those services, the Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization or direction to proceed with that activity or service set forth or confirmed in writing:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .5 Services necessitated by decisions of the Owner, Construction Manager or any of the Owner's consultants or service providers not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Any activity or service required that is not within the scope of Architect's Basic Services.

The failure of Architect to give notice or to await written authorization, direction or confirmation from the Owner insofar as required above shall preclude Architect's right to additional compensation for such Additional Service only to the extent the Owner can demonstrate the Owner was unduly prejudiced thereby.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Fifty (50) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial

Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Owner shall ensure the surveyor or surveying firm the Owner hires is well qualified and fully responsible for properly preparing the survey to meet the needs of the Project and shall require the surveyor or survey firm to perform in accordance with the land surveying requirements imposed by law and the standard of care for that professional. Architect's identification of survey information needed by the design team for the Project shall not be construed as imposing any obligation on Architect regarding whether the survey is prepared properly and accurately.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants and non-construction service providers with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any other design document furnished to the Owner.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect or the Architect's consultants; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to objectively unforeseeable market conditions. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an Additional Service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses, including claims for errors or omissions. In making any such use without retaining the authors of the Instruments of Service, Owner agrees to employ competent design professionals under circumstances where such design professionals shall not rely on the information gleaned from the Instruments of Service and shall instead perform an independent design review. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by

any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive one another from recovery for consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement, including without limitation claims in contract or tort for lost profits, loss of revenue, lost rentals or other loss of use damages. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ **[X]** Arbitration pursuant to Section 8.3 of this Agreement
- ☐ **[]** Litigation in a court of competent jurisdiction
- ☐ **[]** Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.1.2 The arbitration shall be in or near the city where the Project is located or where the Architect primarily prepared the Instruments of Service for the Owner, as the Architect shall select; provided, however, that the locale for hearing the testimony of a non-party witness who is served with a subpoena to testify at the arbitration shall be at a location with the jurisdiction where that subpoena can be enforced by a court, if necessary.

§ 8.3.1.3 In the event the amount in dispute triggers the selection of three arbitrators, at least one of the arbitrators shall be a licensed architect with at least twenty-five years practicing architecture.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated involves one or more common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party

sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

8.5 In no event shall Architect's liability to Owner or its successors and assigns, whether the claim is for breach of contract, for tort or otherwise, exceed the following: (a) for a claim covered by insurance maintained by the Architect, the maximum liability is the coverage afforded by the insurance; and (b) for the aggregate of all other claims, the maximum liability shall be the lesser of the Compensation paid to the Architect under this Agreement and \$1,000,000.00.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.

(Paragraph deleted)

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed substantive law of the State of Kansas without the application of choice of law rules, unless another State is specifically listed immediately hereinafter: Notwithstanding the foregoing, should this Agreement call for arbitration of claims or disputes, the law governing the arbitration and the arbitration terms shall be the Federal Arbitration Act..

§ 10.2 Terms in this Agreement shall have the same meaning as those in standard form of the AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless the hazardous materials or toxic substances are shown to have been brought to the Project site by Architect, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall employ such measures as the receiving party ordinarily employs with other "confidential" or "business proprietary" information for the purpose of keeping such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court, tribunal, or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself or to prosecute a claim in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for

the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The receiving party may disclose any and all information designated as "confidential" or "business proprietary" if the information becomes a part of the public domain without any improper disclosure by the receiving party.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

10.10 In the event that Architect or any of Architect's consultants experience a delay or disruption beyond that party's reasonable control, including but not limited to a delay or disruption caused by Owner, Owner's consultant, Construction Manager, any Subcontractor, or adverse weather or an Act of God, Architect shall be entitled to an extension of time for Architect and Architect's consultants to perform the Basic Services commensurate with the period of delay or disruption.

10.11 Notwithstanding any contract provision seemingly to the contrary, Architect has no obligation or responsibility with respect to the means, methods and procedures employed by Construction Manager or any of its Subcontractors for the performance of the Work in accordance with the plans, specifications and other Contract Documents. All such means, methods and procedures shall be determined solely by the Construction Manager or by a Subcontractor. Owner shall require in its contract with Construction Manager that Construction Manager assume all responsibility for ensuring that Construction Manager and its Subcontractors follow prudent safety measures and for complying with rules and regulations relating to safety where the Work is being performed, including OSHA regulations. It is recognized that Architect's observations of the progress of the Work from time to time do not encompass review of job conditions for safety purposes; such review is solely the responsibility of Construction Manager and its Subcontractors.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

\$3,440,000.00

- .2** Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3** Other
(Describe the method of compensation)

Should the Owner's construction budget be increased from the assumed \$50,000,000.00 Cost of the Work budget, the Architect may re-negotiate the stipulated sum fee per Section 4.2.1.1.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Supplemental Services listed in Section 4.1.1 are included in the stipulated sum fee identified above in Section 11.1.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Negotiated lump sum fee or hourly fee as agreed upon between the two parties.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding Phase	Two & One-Half		2.5%	
Construction Phase	Twenty	percent (20	%)
Project Closeout Phase	Two & One-Half		2.5%	
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A

Hourly rates for consultants will be provided upon final selection of the full consulting engineering team.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 [Deleted.];
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

Init.

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One percent (1 %) month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

The design services contract is contingent upon project fund raising efforts reaching 50% (\$35,000,000) of the total project budget goal of \$70,000,000.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

N/A

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

State of Kanas Department of Administration form DA-146a (Exhibit A)

PGAV Design Services Proposal dated 2/11/2022 (Exhibit B)

Concept Design Plans & Renderings dated 7/19/2021 (Exhibit C)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:44:21 ET on 02/28/2022.

PAGE 1

AGREEMENT made as of the 28 day of February in the year 2022

...

The Kansas City, Kansas Community Education, Health and Wellness Condominium Association, Inc.
C/O: Dr. Greg Mosier & Michael Beach
Kansas City Kansas Community College
7520 State Avenue
Kansas City, Kansas 66112

...

Peckham Guyton Albers & Viets, Inc. (PGAV Architects)
1900 W. 47th Place, Suite 300
Westwood, Kansas 66205
(913) 362-6500

...

(Name, location, and detailed description)

Kansas City, Kansas Community Education, Health and Wellness Center

Located in the western portion of the block bounded by 6th Street, 7th Street, State Avenue & Nebraska Avenue in downtown Kansas City, Kansas.

...

The project includes space for the following project stakeholders who make up the Condominium Association:

- Kansas City Kansas Community College
- YMCA of Greater Kansas City
- Wyandot Behavioral Health
- Swope Health
- Community America Credit Union

See Section 1.1.2 and PGAV Design Services Proposal Letter dated 2/11/2022 for further description.

...

TBD
PAGE 2

An initial program was developed and dated April 4, 2020, for the purpose of guiding the previously completed concept design and fundraising support work. The program does not fully incorporate the current list of project partners and stakeholders. PGAV will work with the Owner to update and verify the project program as part of basic services.

...

Approx. 134,000 SF facility housed in both stand alone and connected buildings at the NE corner of 7th Street & State Avenue in Kansas City, Kansas.

Project components include:

- Health & Wellness Building (~47,400 GSF)
- Education Building (~57,200 GSF)
- Technology Lab Building (~24,300 GSF)
- Retail Banking Building (~5,500 GSF)
- Sub-grade parking structure

The project is further described through concept design floor plans most recently published and dated July 19, 2021, and fundraising renderings updated in July 2021. See attached Exhibit C.

The project will incorporate historic components of the 7th Avenue Church (located on the NE corner of 7th Street and State Avenue) in the interest of preserving elements of the church into the project.

See PGAV Design Services Proposal Letter (Exhibit B) dated February 11, 2022, for further scope description.

Work during the Schematic Design phase will reconcile the desired project program and Concept Design plan with current construction market conditions to achieve budget and scope alignment. The Owner's CMAA will provide cost estimating services during the design phase.

Information describing physical characteristics of the project site including legal description, site boundary and topographic surveys, geotechnical reports, traffic and utility studies, availability of public and private utilities will be provided by the Owner.

Unless specifically stated otherwise, any information set forth in this Agreement regarding the Project's physical characteristics is based on information provided by the Owner to the Architect upon which Architect has the right to rely.

PAGE 3

Final determination of the Cost of the Work for construction will be determined by analysis of the Owner's overall Project Budget by the Owner's Representative, to be contracted by directly by the Owner.

The Owner's stated project budget is \$70,000,000.

The project Construction budget is assumed at this time to be \$50,000,000.

...

Initial project milestones (shown below) were developed in 2021 with the goal of commencing design services in January of 2022. Due to project initiation requirements tied to fundraising milestones, design services will begin upon acquisition of fundraising commitments equal to 50% of the project budget as stated in Article 12 of this agreement.

The milestone dates listed below are subject to change based upon commencement date for design services and will be further developed and refined with input from the Owner, Owner's Representative, and CMAA.

Program Verification – complete 4/1/2022 (to be further developed)

Bid Package #1 – complete 9/1/2022 (to be further developed)

Bid Package #2 – Complete 1/15/2023 (to be further developed)

11/1/2022 (to be further developed)

...

6/1/2024 (to be further developed)

...

Project Ribbon Cutting / Grand Opening 8/15/2024 (to be confirmed)

PAGE 4

- [☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

The project will be delivered in two (2) separate bid packages.

- Bid Package #1 will be issued to procure work related to earthwork and site/utility infrastructure development.
- Bid Package #2 will be issued to procure the remainder of the work.

...

N/A

...

Dr. Greg Mosier, President
Kansas City Kansas Community College
7520 State Avenue
Kansas City, Kansas 66205
(913) 334-1100

...

TBD

...

PAGE 5

TBD

TBD

...

TBD

...

N/A

...

Building Commissioning Agent
AV Integrator
Historic Preservation Consultant
Exhibit Designer
Environmental Graphics Designer

...

Chris Davis, Vice President
PGAV Architects
1900 W. 47th Place, Suite 300
Westwood, Kansas 66205
(913) 362-6500

...

PAGE 6 TBD

TBD

...

.3 Electrical Engineer:

TBD

...

.4 Civil Engineer:

TBD

.5 Landscape Architect

TBD

...

No additional consultants will be retained under Supplemental Services. If additional consultants are required beyond those listed above in Section 1.1.12.1, Architect can provide a proposal to add consultants as an Additional Service.

...

The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto as Exhibit A, are hereby incorporated into this contract and made a part thereof. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to, and a part of the contract in which this attachment is incorporated. Any items that conflict or could be interpreted to conflict with this attachment are nullified.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's proposed scope of the Work or the budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Instruments of Service will be transmitted in printed paper or PDF format only. The Building Information model will not be utilized as an Instrument of Service.

PAGE 7

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect makes no express or implied warranties, but, consistent with the above, recognizes that Architect has a duty to perform its architectural services in accordance with the applicable standard of professional care.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.4 Workers' Compensation at statutory ~~limits~~-limits, or where no statutory limits are applicable, with limits of One Million (\$1,000,000.00).

§ 2.6.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million (\$ 2,000,000.00) per claim and Two Million (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims ~~caused in whole or in part to the extent the damages are caused by the Architect's~~ negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 8

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and as otherwise expressly designated as Basic Services in this Agreement. Basic services include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services services as well as the services of Architect-hired consultants, if any, reflected in Article 1 of this Agreement.

...

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other

appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services. Owner shall cause Construction Manager in scheduling for the Project to accommodate Architect's reasonable needs time-wise for the performance of the Basic Services and any additional services, if any.

PAGE 9

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered by the Architect in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project-general requirements of the Project as reflected in the Owner's program and the minutes of the meeting(s) with both Owner and Construction Manager.

PAGE 10

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. However, if any of the governmental authorities require a change in the Project design because of a change in an applicable code, ordinance, regulation or law adopted after the signing of this Agreement or because of a requirement otherwise imposed by that governmental authority, including a building official or fire marshal, the resulting design services to implement that change in the design shall be treated as an Additional Service under Section 4.2.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms. Such assistance shall not include the performance of legal services.

PAGE 11

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3-6.2-3.6.2(consisting of the limited observations from time to time) and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to should receive payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

PAGE 12

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the ~~schedule~~-schedule; provided, however, that the submittal schedule shall afford Architect sufficient time to review the submittal depending on its volume and complexity. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

...

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when

submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given by the Architect and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. ~~The Architect shall set forth, in the Contract Documents, the requirements for requests for information.~~ Requests for information shall be in such form as Architect requires and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

PAGE 13

- .4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents. ~~the Architect is not aware of any punch list item that the Contractor has failed to perform.~~

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) ~~verify-verify, to the extent the inspections permit, the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.~~

...

§ 3.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

§

...

The following definitions apply to the terms in the second column below:

- (1) Where "Architect" or "A" appears, the item is part of the Architect's Services (and all or part of such Services will be considered Basic Services only insofar as so specifically designated as such below);
- (2) Where "Owner" or "O" appears, it is contemplated that the Owner or an Owner-hired consultant will perform the item; and
- (3) Where "Not Provided" or "NP" appears, it is not presently contemplated that the item will be provided as a part of the Project.

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§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Architect</u>
§ 4.1.1.2 Programming	<u>Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>NP</u>
§ 4.1.1.5 Existing facilities surveys	<u>NP</u>
§ 4.1.1.6 Site evaluation and planning	<u>NP</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>NP</u>
§ 4.1.1.13 Cost estimating	<u>Owner</u>
§ 4.1.1.14 On-site project representation	<u>NP</u>
§ 4.1.1.15 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.19 Facility support services	<u>NP</u>
§ 4.1.1.20 Tenant-related services	<u>NP</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>NP</u>
§ 4.1.1.22 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.23 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.24 Commissioning	<u>Owner</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.26 Historic preservation	<u>Owner</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Owner</u>
§ 4.1.1.29 Other Supplemental Services	<u>NP</u>

...

4.1.1.1 ASSISTANCE WITH SELECTION OF CONSTRUCTION MANAGER – Architect will assist Owner with selection of the Construction Manager upon request. Assistance will be limited to attendance at the interviews for CMaR services.

Architect has been requested to provide similar assistance with the selection of the Owner's Representative and will provide equal services upon request.

4.1.1.2 PROGRAMMING – Architect will provide program verification services by updating the program to include current stakeholders and Condominium Association members, and to refine the program to include current priorities and requirements of the project.

4.1.1.3 MULTIPLE PRELIMINARY DESIGNS – Architect will provide design options within the Schematic Design Phase limited to three (3) varying design options for the project.

4.1.1.9 CIVIL ENGINEERING – Architect will provide civil engineering for the project as consistent with parameters established in the State of Kansas, Department of Administration, Office of Facilities and Property Management Building Design and Construction Manual (July 2021 edition). Civil Engineering services are limited to customary

and traditional on-site services related to building design and construction with exclusions for utility extensions, traffic studies, right-of-way design, and other non-customary Civil Engineering services. See Exhibit B for additional exclusions to Civil Engineering Services.

4.1.1.10 LANDSCAPE DESIGN- Architect will provide Landscape Design services for the project as consistent with parameters established in the State of Kansas, Department of Administration, Office of Facilities and Property Management Building Design and Construction Manual (July 2021 edition). Landscape Design services are limited to customary and traditional on-site services related to building design and construction. Services exclude off-site or other non-traditional Landscape Design.

4.1.1.11 ARCHITECTURAL INTERIOR DESIGN – Architect will provide customary Interior Design services related to design, selection and specification of fixed finishes within the building. Services do not include design, selection, or specification of movable furniture, fixtures or equipment. These services can be provided upon request as Additional Services.

4.1.1.15 CONFORMED DOCUMENTS FOR CONSTRUCTION – Architect will (one time) provide a conformed set of construction documents which consolidates the design of the project from previously issued bid packages.

4.1.1.16 AS-DESIGNED RECORD DRAWINGS – Architect will (one time) after final completion of the project prepare a set of Record Drawings which incorporate any design changes made during the construction process.

4.1.1.17 AS-CONSTRUCTED RECORD DRAWINGS – Architect will (one time) after final completion of the project, incorporate markups to be provided by the CMaR and its sub-contractors to record as-constructed aspects of the building into the set of Record Drawings provided to the Owner.

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4.1.1.13 COST ESTIMATING – to be provided by Owner's Construction Manager at Risk (CMaR)

4.1.1.22 TELECOMMUNICATION / DATA DESIGN – Owner will hire an independent consultant to provide Telecommunication & Data Systems Design for the project. Architect's consultants will provide customary pathway and back-box design for telecom and data systems. See Exhibit B for further description of design to be provided by Architect's consultants. Owner to hire AV Integrator as required to coordinate design and integration of hardware, software, devices and cabling systems.

4.1.1.23 SECURITY EVALUATION AND PLANNING – Owner will hire an independent consultant to provide Security Systems Design for the project. Architect's consultants will provide customary pathway and back-box design for security related systems. See Exhibit B for further description of design to be provided by Architect's consultants. Owner to hire AV Integrator as required to coordinate design and integration of hardware, software, devices and cabling systems.

4.1.1.24 COMMISSIONING – Owner to hire a Building Commissioning Agent to the extent that building commissioning is desired for the project. Architect and Architect's consultants will coordinate their work the Owner's Commissioning Agent to support the building commissioning process.

4.1.1.26 – HISTORIC PRESERVATION – Owner to hire a Historic Preservation consultant to the extent required for cataloging, evaluation, restoration, or other required services related to preservation of historic elements of the 7th Avenue Church that are to be incorporated into the project. Architect and Architect's consultants will physically incorporate the historic elements of the church into the project, as recommended by the Owner and/or the Owner's Historic Preservation consultant, but exclude any services related to historic preservation services.

4.1.1.27 – FURNITURE, FURNISHINGS AND EQUIPMENT DESIGN – Owner will provide design and procurement services for all loose furniture, furnishings and equipment to be housed in the building or on the site. Architect can provide design, specification, and procurement assistance for loose furniture and furnishings upon request as an Additional Service.

Owner will provide design and procurement services related to any and all equipment (loose or fixed) beyond that which is customarily provided in relation to building mechanical, electrical, plumbing, fire protection or fire alarm systems. Owner provided equipment includes that provided in teaching labs in the Technology Lab Building and

Education Building including the Construction Technology & Engineering Labs, Biomanufacturing Lab, Testing Lab, Computer Labs and related spaces. Owner provided equipment also includes that provided in the Health & Wellness Building supporting fitness and clinical spaces, and in the Retail Banking Building to support banking operations. Owner will provide technical requirements and product cut sheets of all equipment to the Architect for coordination with the Architect's consultants related to power and utility needs, heat generation and other aspects that impact building design.

4.1.1.28 OTHER SERVICES PROVIDED BY SPECIALTY CONSULTANTS – Owner will provide any services not specifically listed as being provided by the Architect, unless services are requested to be provided as Additional Services as part of the Architect's scope of work.

PAGE 16

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Except for the services required under subparts .3 or .4 below in which case the Architect shall proceed with those services, the Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization; authorization or direction to proceed with that activity or service set forth or confirmed in writing:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

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- .5 Services necessitated by decisions of the ~~Owner or Construction Manager~~ Owner, Construction Manager or any of the Owner's consultants or service providers not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

...

- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Any activity or service required that is not within the scope of Architect's Basic Services.

The failure of Architect to give notice or to await written authorization, direction or confirmation from the Owner insofar as required above shall preclude Architect's right to additional compensation for such Additional Service only to the extent the Owner can demonstrate the Owner was unduly prejudiced thereby.

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Fifty (50) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for ~~services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in~~ Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

...

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Owner shall ensure the surveyor or surveying firm the Owner hires is well qualified and fully responsible for properly preparing the survey to meet the needs of the Project and shall require the surveyor or survey firm to perform in accordance with the land surveying requirements imposed by law and the standard of care for that professional. Architect's identification of survey information needed by the design team for the Project shall not be construed as imposing any obligation on Architect regarding whether the survey is prepared properly and accurately.

PAGE 19

§ 5.9 The Owner shall coordinate the services of its own consultants and non-construction service providers with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

...

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Service or any other design document furnished to the Owner.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; Architect or the Architect's consultants; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. objectively unforeseeable market conditions. The Architect may review the Construction Manager's

estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

PAGE 20

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, ~~without additional compensation, as an Additional Service,~~ shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

...

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such ~~uses, including claims for errors or omissions. In making any such use without retaining the authors of the Instruments of Service, Owner agrees to employ competent design professionals under circumstances where such design professionals shall not rely on the information gleaned from the Instruments of Service and shall instead perform an independent design review.~~ The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

PAGE 21

§ 8.1.4 The Architect and Owner waive ~~one another from recovery for~~ consequential damages for claims, disputes, or other matters in question arising out of or relating to this ~~Agreement. Agreement, including without limitation claims in contract or tort for lost profits, loss of revenue, lost rentals or other loss of use damages.~~ This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

PAGE 22

[☒] Arbitration pursuant to Section 8.3 of this Agreement

...

§ 8.3.1.2 The arbitration shall be in or near the city where the Project is located or where the Architect primarily prepared the Instruments of Service for the Owner, as the Architect shall select; ~~provided, however, that the locale for hearing the testimony of a non-party witness who is served with a subpoena to testify at the arbitration shall be at a location with the jurisdiction where that subpoena can be enforced by a court, if necessary.~~

§ 8.3.1.3 In the event the amount in dispute triggers the selection of three arbitrators, at least one of the arbitrators shall be a licensed architect with at least twenty-five years practicing architecture.

...

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated ~~substantially involve~~ involves one or more common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

PAGE 23

8.5 In no event shall Architect's liability to Owner or its successors and assigns, whether the claim is for breach of contract, for tort or otherwise, exceed the following: (a) for a claim covered by insurance maintained by the Architect, the maximum liability is the coverage afforded by the insurance; and (b) for the aggregate of all other claims, the

maximum liability shall be the lesser of the Compensation paid to the Architect under this Agreement and \$1,000,000.00.

...

§ 9.3 If the Owner suspends the Project for more than ~~90~~60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

...

PAGE 24 \$0

\$0

~~**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ substantive law of the State of Kansas without the application of choice of law rules, unless another State is specifically listed immediately hereinafter. Notwithstanding the foregoing, should this Agreement call for arbitration of claims or disputes, the law governing the arbitration and the arbitration terms shall be the Federal Arbitration Act..

§ 10.2 Terms in this Agreement shall have the same meaning as those in standard form of the AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

§ 10.6 ~~Unless otherwise required in this Agreement, Unless the hazardous materials or toxic substances are shown to have been brought to the Project site by Architect,~~ the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall ~~keep~~ employ such measures as the receiving party ordinarily employs with other "confidential" or "business proprietary" information for the purpose of keeping such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a ~~court~~ court, tribunal, or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself or to prosecute a claim in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The receiving party may

disclose any and all information designated as "confidential" or "business proprietary" if the information becomes a part of the public domain without any improper disclosure by the receiving party.

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10.10 In the event that Architect or any of Architect's consultants experience a delay or disruption beyond that party's reasonable control, including but not limited to a delay or disruption caused by Owner, Owner's consultant, Construction Manager, any Subcontractor, or adverse weather or an Act of God, Architect shall be entitled to an extension of time for Architect and Architect's consultants to perform the Basic Services commensurate with the period of delay or disruption.

10.11 Notwithstanding any contract provision seemingly to the contrary, Architect has no obligation or responsibility with respect to the means, methods and procedures employed by Construction Manager or any of its Subcontractors for the performance of the Work in accordance with the plans, specifications and other Contract Documents. All such means, methods and procedures shall be determined solely by the Construction Manager or by a Subcontractor. Owner shall require in its contract with Construction Manager that Construction Manager assume all responsibility for ensuring that Construction Manager and its Subcontractors follow prudent safety measures and for complying with rules and regulations relating to safety where the Work is being performed, including OSHA regulations. It is recognized that Architect's observations of the progress of the Work from time to time do not encompass review of job conditions for safety purposes; such review is solely the responsibility of Construction Manager and its Subcontractors.

§ 11.1 For the Architect's Basic Services described under Article 3, Services, the Owner shall compensate the Architect as follows:

...

\$3,440,000.00

...

Should the Owner's construction budget be increased from the assumed \$50,000,000.00 Cost of the Work budget, the Architect may re-negotiate the stipulated sum fee per Section 4.2.1.1.

...

Supplemental Services listed in Section 4.1.1 are included in the stipulated sum fee identified above in Section 11.1.1.

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Negotiated lump sum fee or hourly fee as agreed upon between the two parties.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
<u>Bidding Phase</u>	<u>Two & One-Half</u>		<u>2.5%</u>	
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)
<u>Project Closeout Phase</u>	<u>Two & One-Half</u>		<u>2.5%</u>	

...

See attached Exhibit A

Hourly rates for consultants will be provided upon final selection of the full consulting engineering team.

...

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;[Deleted.];

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

% One percent (1 %) month

...

The design services contract is contingent upon project fund raising efforts reaching 50% (\$35,000,000) of the total project budget goal of \$70,000,000.

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N/A

...

N/A

- [☒] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

State of Kanas Department of Administration form DA-146a (Exhibit A)

PGAV Design Services Proposal dated 2/11/2022 (Exhibit B)

Concept Design Plans & Renderings dated 7/19/2021 (Exhibit C)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Stephen L. Troester, AIA, LEED AP, Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:44:21 ET on 02/28/2022 under Order No. 8258243630 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Mission Statement: Inspire individuals & enrich our community one student at a time.



Vision Statement: Be a national leader in academic excellence & partner of choice in the communities we serve.

KANSAS CITY KANSAS COMMUNITY COLLEGE
Board of Trustees Meeting Agenda
February 15, 2022 – 5:00 P.M.

Meeting Location: Hybrid – KCKCC-Main Campus, Upper Jewell Lounge and Zoom Meeting

CONSENT AGENDA – Item A

Meeting Minutes

1. **Call to Order & Pledge of Allegiance:** Chairwoman Evelyn Criswell called the meeting to order at 5:08 p.m. The Pledge of Allegiance was led by Trustee Brown.
2. **KCKCC Mission Statement:** Chair Criswell read the College mission statement.
3. **Roll Call:** Indicated the following trustees present – Ash, Brown, Brune, Criswell, Daniels, Hoskins Sutton and Isnard. All members were present.
4. **Approval of Agenda:** Trustee Ash made a motion to approve the agenda. Vice Chair Brune seconded the motion. **The Motion Carried.**
5. **Audience to Patrons and Petitioners:** Chair Criswell opened the floor for any patrons or petitioners to address the Board. There were no patrons or petitioners to address the Board.
6. **Recognitions/Presentations:** Chair Criswell invited Ms. Penny Mahon, Chairperson of the KCKCC Sustainable Environments Committee to present on the Climate Action KC initiative. Ms. Mahon shared a PowerPoint presentation of the Kansas City Regional Climate Action Plan, the priorities, strategies, risks, vulnerability and science behind the initiative.
7. **Communications:** There were no communications scheduled.
8. **Board Committee Reports:**
 - On behalf of the Board Finance Committee, Vice Chair Brune shared the Committee met on Tuesday, February 8th. In the meeting, they reviewed financial reports regarding the cash position of the College, learned the first property tax payment was

received in January 2022, enrollment is increasing and reviewed the expenditures that were made to ensure that all purchases made met with the College procurement policy. The Committee fostered a healthy discussion about tuition increase proposals. Vice Chair Brune concluded the report with an invitation to the community to view the Board Finance Committee meetings each month.

- In relation to ACCT and KACCT, Trustee Ash shared an update regarding the ACCT National Legislative Summit (NLS) he attended with Dr. Mosier, Ms. Shawnee Warren, our Student Senate representative, and Trustee Isnard. The KCKCC team had great meetings with the Senators Moran and Marshall while in Washington, D.C. and heard from First Lady Dr. Jill Biden, the Secretaries of Labor and Education during the conference. Trustee Ash concluded his report by sharing the ACCT National Leadership Congress will be in New York City, NY in October 2022.

9. **Consent Agenda:** Chair Criswell asked for any questions, concerns or additions for the Board Agenda. Dr Mosier offered two amendments – 1) in the meeting minutes of February 3rd meeting, Trustee Hoskins Sutton was not present, and the Board’s motion was their intent to extend the president’s contract one year; 2) in the Personnel Report, Dr. Mihir Chand would be added to the list of resignations.

Trustee Daniels made the motion to approve as amended. Trustee Ash seconded the motion. **The Motion Carried.**

10. **Student Senate Report:** Chair Criswell invited Student Senate Cabinet to share their monthly report. Ms. Shawnee Warren presented the report on behalf of Student Senate from the National Association for Campus Activities (NACA) Live 2022 conference in Kansas City, MO. She began by sharing what a great time she had at the ACCT NLS conference with Dr. Mosier and Trustees Ash and Isnard. She added that she would visit Washington, D.C. again. Ms. Warren continued by sharing the Taco Tuesday event with the food truck on campus today went very well. She concluded her report sharing the student clubs are meeting regularly and discussing different options for food in the Blue Devil Deli.

Chair Criswell inquired about the students’ ideas for the Blue Devil Deli. Ms. Warren shared the idea of a smoothie bar and said the discussion is ongoing.

Trustee Daniels made a motion to accept the report. Chair Criswell seconded the motion. **The Motion Carried.**

11. **President’s Report:** Chair Criswell called for the President’s report. Dr. Mosier reported the following -

- Welcomed Dr. Chris Meiers, Interim Vice President of Student Affairs. He will be with us under contract for 3 months with possible extension. Dr. Meiers has 20 years of experience in higher education, senior leadership, student affairs and enrollment management. He has a personal commitment to social justice and equity, was

selected as an American Council on Education (ACE), serves as a regional director of the National Association of Student Personnel Administrators (NASPA). Dr. Meiers comes from Fort Hays, KS.

- COVID Incident Report – Employees had 16 COVID-related incidents with 10 being COVID-positive. The students had 15 COVID-related incidents with 9 being COVID-positive.
- Dr. Mosier thanked everyone who worked on the Master Contract for Professional Employees for FY2022. He announced that the contract would be presented later in the meeting for approval by the Board.
- Invited everyone to read the HLC Assurance Argument in preparation for the upcoming HLC visit. Dr. Mosier added that the document was well-written and thanked everyone who participated in creating the document.
- Grants Update – Dr. Mosier provided a recap of the larger grant proposals the College is working towards.
 - The earmark for equipment for Automation Engineering program may be approved in the national budget. In a meeting with Sen. Moran, we learned the College may have an update about the \$2 million ask as early as the end of February.
 - The EDA proposal for \$3 million for brick-and-mortar building support for the Automation Engineering Lab at the Downtown campus location, the EDA has requested additional information. The meeting with the EDA has been scheduled and we are working with Merchant McIntyre to gather information.
 - The earmark request for \$3 million for the Health and Wellness Center downtown- there were great conversations with Senators Moran and Marshall regarding funding. There was an update that there would be no brick-and-mortar funding at this time from the Department of Labor or Department of Transportation for a Diesel Technology program, so we will research other funding for the project.
 - On February 10th, the Good Jobs Challenge Grant application was due. KCKCC worked together with Mid America Regional Council and many other regional partners to submit the proposal. The College hopes to be granted \$1.4 million to support the High Voltage Electrician program and approximately \$400K for the HVAC and Electrical Technician programs.
 - Partnering with the Mayor's Office and Unified Government in a Bi-State Good Jobs Challenge grant for Commercial Construction Technology and other skilled trades.
 - Partnering with IWSI America (Institute for Workplace Skills & Innovation) for a Good Jobs Challenge grant for apprenticeships program. The KCKCC team is scheduled to meet with the Kansas Department of Commerce Director of Internships and Apprenticeships to discuss plans.
 - Partnering with an additional organization for a possible \$1 million grant for the Downtown project.

- The SPARKS application for \$30 million has been submitted by Ms. Mary Spangler, Foundation Director, and her team. We could receive feedback regarding funding by the end of March.
- Several upcoming meetings on the Capital Campaign trail with the HLC Assurance Argument submitted.
- Upcoming meetings with a major player in the Diesel Technology and CDL markets to discuss potential programming partnership. There are currently 1,200 open positions that go unfilled in Wyandotte County alone and we lose about 600 shipments per day because there are not enough truck drivers to support the demand. Additionally, the federal government passed a rule where CDL students are now required to receive training from a tech-approved school. The College is considering a partnership with Next Generation Trucking to provide training.
- In conclusion, the Historical Mural will be restored before the HLC Visit. Thanks to Ms. Shai Perry, Art Gallery Coordinator, for working on this project.

Trustee Hoskins Sutton asked whether current CDL drivers would need to be retrained according to the government's new rule. Dr. Mosier answered that the new rule applies to new drivers, current drivers are grandfathered.

Hearing no further questions or comments, Trustee Hoskins Sutton made a motion to accept the report. Trustee Brown seconded the motion. **The Motion Carried.**

12. Vice President Academic Affairs Report: Chair Criswell called for the Vice President of Academic Affairs (VPAA) report. Mr. Jerry Pope highlighted the following items from the report –

- Dr. Cynthia Goudeau, Director of Assessment, has published in a peer-reviewed journal. Her article is linked in the Board Packet.
- Assessment Day, January 11th, had approximately 180 members of faculty, staff and administration to participate. The Inaugural Assessment Pioneer Award winner was Mr. Todd Gordon, Professor and Coordinator of Biology.
- The ESL program partnered with Catholic Charities to meet a community need for English language support. There were enough ESOL students to fill two classes during the 2nd 8-week session of classes.
- Mr. Pope pointed the Board to the images taken of the great work being produced by the Welding students at the Lansing Correctional Facility.
- Shared a thank you note from an RN student. In it she expressed her gratitude for the hard work and support provided by the Nursing faculty and staff during COVID. The student also shared that she was able to pass the nursing licensing exam the first try.
- Continuing with Health Professions, offered kudos to the Nursing students and faculty for the increased pass rate for the INCLEX exam.
- Congratulated Ms. Tanya Smith, Associate Professor of Mathematics, on being the 2021 Women in STEMM (WiSTEMM) Educator Award Honoree.
- Congratulated Mr. Victor Ammons, Assistant Professor of Psychology, for receiving a National Society in Teaching Excellence Award.

Trustee Hoskins Sutton offered kudos for the extra work everyone is doing. She inquired about the outreach program for students on academic probation happening at the Learning Commons – how long has the program been active and how long will it be before there is information on the benefit for the students. Mr. Pope promised to follow up on the questions and report at the next meeting. Trustee Hoskins Sutton also asked whether the new form for tutoring was required. Mr. Pope answered faculty are not required and the form is being used to create new opportunities to get students tutored.

Mr. Pope added the Learning Commons will be opening a space at KCKCC – TEC where students may receive tutoring in writing and math and investigate accessibility services. No additional staff were hired to offer these services at KCKCC – TEC.

Trustee Brown made a motion to accept the report. Trustee Ash seconded the motion.
The Motion Carried.

13. **Vice President Student Affairs Report:** Chair Criswell called for the Vice President of Student Affairs (VPSA) report. Dr. Chris Meiers highlighted the following items from the report –
- Dr. Meiers shared enthusiasm for his 7th day at KCKCC. He added that the report was drafted during his transition into the interim role.
 - Enrollment numbers have improved significantly; expressed pride in the efforts to rebound from the previous numbers as the County is recovering. Many services are meeting or exceeding the previous levels.
 - Dr. Meiers reported he has been learning the operations of the College over the last two weeks.
 - The Student Affairs staff continue to work rapidly to boost enrollment using CRM Advise to advertise and share the value of attending KCKCC.
 - Expressed excitement regarding the initiatives to build out our current student services in terms of providing space in and resources for students to be successful, specifically in providing career opportunities via internships.
 - In response to the question about the men's locker room remodel asked at last month's meeting, the project was completed over winter break and funded through the fundraising efforts of the Men's Athletics team. The same approach is being considered for the women's locker room remodel.
 - Dr. Meiers concluded his report by sharing he is honored to be afforded to give back to the Kansas community and to KCKCC, a college founded by the community for the community – serving underserved and underrepresented students.

Chair Criswell welcomed Dr. Meiers on behalf of the Board of Trustees and asked if there were any questions or comments. Trustee Hoskins Sutton asked about student training for the new Student Self-Service. Dr. Meiers answered the Student Affairs team is looking to do more outreach with the students to ensure that they know how to use the system.

Hearing no other questions or comments, Trustee Ash made a motion to accept the report. Trustee Brown seconded the motion. **The Motion Carried.**

14. Vice President Strategic Initiatives & Outreach Report: Chair Criswell called for the Vice President of Strategic Initiatives & Outreach report. Dr. Tami Bartunek highlighted the following items from the report – **Isnard, Sutton**

- Currently working with the Kansas State Chamber of Commerce to co-host the Minority Business Summit at KCKCC – TEC as live second location.
- Planning for the Centennial Celebration is in progress. The first of a series of videos telling the story of the Downtown project has been completed. Dr. Bartunek shared the first video and added the video is live on the KCKCC website on the Centennial Path webpage.
- Shared the official launch and showed a tour of the Centennial Celebration website for KCKCC.
- Gifted each member of the KCKCC Board of Trustees with the official KCKCC Centennial Coin.

15. Chief Financial Officer Report: Chair Criswell called for the Chief Financial Officer report. Mr. Michael Beach highlighted the following items from the Board report –

- The Mid-Year Budget Review is in progress. There are no budget shortfalls reported from any department. Budget documents have been sent to each department for the upcoming year. Budget presentations will begin next week, Tuesday, February 22nd and Thursday, February 24th, for the vice-presidents, deans and other stakeholders to present budgets to President's Extended Cabinet.
- The Quarterly Review Report for the HEERF monies has been completed. The report showed that there are zero amounts of money being spent, but the College did expend monies in order to cover increased instructional costs and lost revenues. These expenses were incurred during the quarter; however, we did not drive down any of the expenses during the last quarter of 2021. The College will draw all HEERF monies down by May 2022.
- The Finance Department wished Ms. Melissa Jones, College Bursar, well as she moves on from KCKCC. Mr. Beach expressed gratitude for her services to the College.
- The College has complied with all year-end tax reporting documents.
- The College bookstore has increased sales and food options are now in the deli area via vending services.
- Central Schedule continues to host events and the return of community requests and reservations are on the rise.
- Facility Services continues to work diligently through projects.
- College Police continues to do a great job securing the College and ensuring public safety. They have a total of 3 new officers onboard.
- Mr. Beach reviewed the Monthly Financial Summary as reported in the Board Packet.

Trustee Hoskins Sutton inquired about the Fire Science training building. Mr. Beach will get more information about the plans and follow up at the February Board meeting. Dr. Mosier shared that the college is planning to expand the footprint of the facility.

Trustee Daniels made a motion to accept the report. Chair Criswell seconded the motion.
The Motion Carried.

16. Chief Human Resources Officer Report: Chair Criswell called for the Chief Human Resources Officer report. Ms. Christina McGee highlighted the following items from the Board report –

- The Human Resources Department has published the first quarter newsletter and shared it with the Board in the Board Packet.
- Ms. Sheila Joseph, the Talent Development Manager, is meeting with key stakeholders to develop the strategic priorities in training and development and to learn the training needs around the college.
- Invited new employees and new supervisors to upcoming training sessions offered at the end of the month for their respective groups.
- Continuing work to streamline onboarding initiatives through the engagement of a company who performs background checks to work with the Applicant Stack system.
- The Employee Turnover Report shows the rate is down by 4% in comparison to this time last year. There were quite a few employees who retired last year.
- The Center for Equity, Inclusion and Multicultural Engagement continues to provide Diversity, Equity, and Inclusion training and co-curricular assessment. HR is currently working with the department to improve recruitment and selection processes.
- The Title IX Committee is working on a student survey regarding safety on campus to gauge campus climate as it relates to Title IX.

Chair Criswell commented that she is happy to learn about the digitizing efforts in HR. She asked for any additional comments or questions.

Trustee Daniels inquired about the focus groups for employees. Ms. McGee answered the focus groups held in mid-January went very well. The Employee Engagement Committee met to debrief regarding the feedback gained. The feedback was shared with President's Cabinet as well. One idea as a result of the focus groups was to institute chats with the individual President's Cabinet members to improve communication between administration and other constituents. Ms. McGee concluded by sharing there would be additional focus groups in the future.

Trustee Ash made a motion to accept the report. Trustee Brown seconded the motion.
The Motion Carried.

17. Chief Information Officer Report: Chair Criswell called for the Chief Information Officer report. Mr. Peter Gabriel highlighted the following items from the Board report –

- The Board meeting viewing analytics have been added in the Media Services section of the Information Services report.
- Thanked everyone for in efforts to sunset the WebAdvisor system and transitioning into the Self-Service system.
- Information Services is currently testing Windows Server 2022. Software applications will be updated as upgrades become available.
- There were approximately 188 laptops returned from usage during the Fall 2021 semester. Mr. Gabriel expressed great appreciation to the Computing Services team for reimaging and cleaning the laptops in preparation for the Spring 2022 semester. There are laptops available for checkout for the 2nd 8-week classes.

Trustee Ash made a motion to accept the report. Trustee Brown seconded the motion.

The Motion Carried.

18. **Unfinished Business:** Chair Criswell began Unfinished Business by sharing the full roster of the 2022 KCKCC Board Appointments and Committee Assignments. The list would be posted on the KCKCC Board's webpage for future reference.

Trustee Ash made the motion to approve the list. Trustee Isnard seconded the motion.

The Motion Carried.

- Chair Criswell invited Mr. Pope to present the HLC Update. Mr. Pope shared the following details –
 - Many thanks to the HLC Steering Committee and Dr. Tiffany Bohm, Dean of Health Professions, for the all the additional support in getting the HLC Assurance Argument submitted.
 - The College has conducted a student survey from HLC to gage the students' perspective. The responses were received this week. From the standpoint of the students, the College has done pretty well in meeting their needs. The written comments were very high and shows the College is doing well.
 - The HLC sessions will begin this Wednesday, pending no delays due to snow. We are 40 days to our HLC visit.

Trustee Daniels shared that the students felt they have good relationships with employees on the campus and found them to be very supportive.

- Chair Criswell invited Dr. Mosier to share the KCKCC COVID-19 Safety Recommendation. Presented by Dr. Greg Mosier. Dr. Mosier shared a PowerPoint presentation reviewing the COVID case numbers for the county, city, metro area and state. Additionally, he shared feedback, options and best practices suggested from discussions held with local colleges, President's Cabinet and KCKCC Board members. Dr. Mosier made the recommendation to continue with the mask mandate. He asked

the Board for their thoughts and concerns regarding the timing for updating the mask policy.

Chair Criswell and Trustee Brown agreed the College should wait until after Spring Break. Trustee Ash offered to release the mask mandate sooner. Trustee Hoskins Sutton asked to clarify when the Board would make the mask policy change. Dr. Mosier offered to revisit the determination at the March 2022 Board meeting.

Trustee Daniels made a motion to remain with current masking protocols until next Board meeting. Trustee Brown seconded the motion. The vote was as follows:

- o Yes: Brown, Brune, Criswell, Daniels, Hoskins Sutton, Isnard
- o Nay: Ash

The Motion Carried.

19. **New Business:** Chair Criswell invited Dr. Mosier to present the Contract with Dr. Chris Meiers d.b.a. Meiers Higher Ed Solutions and Services, LLC to serve as Interim Vice President of Student Affairs. Dr. Mosier shared the contract term is for three months with potential to extend as needed.

Trustee Hoskins Sutton asked that the compensation for Dr. Meiers be shared for transparency. Dr. Mosier shared Dr. Meiers would be paid \$10,500/month and \$500/month for housing allowance. The College is also providing a college vehicle for local travel.

Hearing no questions or comments, Chair Criswell called for a motion to approve the contract with Dr. Chris Meiers d.b.a. Meiers Higher Ed Solutions and Services, LLC. Trustee Isnard made the motion. Trustee Hoskins Sutton seconded the motion.

The Motion Carried.

- Chair Criswell invited Mr. Pope to present the Proposed FY 2023 Special Course Fees. Having had discussion during the special meeting previously, Chair Criswell asked for any additional comments or questions.

Hearing none, Trustee Daniels made a motion to approve the FY2023 Special Course Fees. Trustee Brune seconded the motion. **The Motion Carried.**

- Chair Criswell invited Dr. Mosier to present the Proposed FY 2023 Tuition. Dr. Mosier shared a recap of the previous discussion in the special meeting. The College is working to keep percentage balance with the funding sources. Dr. Mosier shared a second option for the Board's consideration that included no increase in tuition for Wyandotte County residents, the in-state rate to \$3, metro rate of \$3.50, online rate to \$3.00 and out of state rate to \$6. These rates will begin fall 2022.

Vice Chair Brune made the motion to approve option 2 for the FY2023 Tuition. Trustee Ash seconded the motion. The Motion Carried.

- Chair Criswell invited Mr. Pope to present the Proposed FY 2022 Master Contract for Professional Employees. Mr. Pope noted the proposal covered the contract period of July 1, 2021, through July 30, 2022.

Trustee Ash made the motion to approve the FY 2022 Master Contract for Professional Employees. Trustee Hoskins Sutton seconded the motion. The Motion Carried.

- Moved from the previous informational item from the Special Meeting agenda, Chair Criswell invited Dr. Mosier to present the drafted Presentations to the Board: Annual Calendar. Dr. Mosier reviewed the document and asked the Board to review the revised document for feedback.
- Chair Criswell invited Trustee Hoskins Sutton to present for approval of the listed College Policies. Trustee Hoskins Sutton pointed the Board to the document in the Board Packet and asked for any questions.
 - ADA Compliance (5.53)
 - Enhancement of Positive Human Relations (5.56)
 - Severance Pay (5.17)
 - Sick Leave (5.40)
 - Work Schedules (5.06)

Chair Criswell thanked Trustee Hoskins Sutton and Board Policy Committee for their great work on the policies.

Trustee Daniels made the motion to approve the policies. Trustee Brown seconded the motion. The Motion Carried.

20. **Adjournment:** Trustee Isnard made a motion to adjourn the meeting. Trustee Brown seconded the motion. The Motion Carried.

The meeting of the Board of Trustees adjourned at 7:17 p.m.

ATTEST: _____
Chairperson, Ms. Evelyn Criswell

Secretary, Dr. Greg Mosier



Mission Statement: Inspire individuals & enrich our community one student at a time.



Vision Statement: Be a national leader in academic excellence & partner of choice in the communities we serve.

KANSAS CITY KANSAS COMMUNITY COLLEGE
Board of Trustees Special Meeting
February 15, 2022 – 4:00 P.M.

Meeting Location: Hybrid – KCKCC-Main Campus Upper Jewell Lounge and Zoom Meeting

CONSENT AGENDA – Item A1

Meeting Minutes

The Board of Trustees held a hybrid meeting hosted both in the Upper Jewell Lounge at KCKCC – Main Campus and in the KCKCC Zoom meeting platform on Tuesday, February 15, 2022.

Members present were Chairwoman Evelyn Criswell, Mr. Donald Ash, Ms. Rosalyn Brown, Ms. Pat Brune, Dr. Ray Daniels, Ms. Linda Hoskins Sutton and Mr. Brad Isnard.

The meeting was called to order at 4:03 p.m. by Board Chair, Ms. Evelyn Criswell.

Chair Criswell called for a motion to enter executive session for 18-minutes session to discuss personnel matters of nonelected personnel with possible action to follow in open session. All action would take place during open session in the Upper Jewell Lounge and Zoom public meeting room. Trustee Hoskins Sutton made the motion. Trustee Isnard seconded the motion.

The Motion Carried.

The Board entered the first executive session in Room 3397 at 4:09 p.m. The Board ended the first executive session at 4:27 p.m.

Returning to open session at 4:27 p.m., Chair Criswell called for a motion to enter a second executive session for 15-minutes session to discuss personnel matters of nonelected personnel with possible action to follow in open session. All action would take place during open session in the Upper Jewell Lounge and Zoom public meeting room. Trustee Hoskins Sutton made the motion. Trustee Isnard seconded the motion.

At 4:42 p.m., The Board ended the second executive session. The Board members returned to the main Zoom session and to the Upper Jewell Lounge for open session. There was no action.

Chair Criswell continued to the next item on the agenda inviting Mr. Jerry Pope, Vice President of Academic Affairs, to sharing information about the proposed FY2023 special course fees. Mr. Pope reviewed the special course fees document included in the February 2022 Board Packet. He shared the program fee updates and changes.

Trustee Ash shared the Board Finance Committee agreed with the changes. Trustee Daniels asked about the medical technology fee increase. Mr. Pope shared the fee increased due to the bulk pricing for books and materials. This would ultimately translate to a reduced overall price for the students.

Chair Criswell clarified with no further questions the Board would vote on the proposed FY2023 special course fees at the general Board meeting that followed.

Chair Criswell invited Dr. Mosier to lead the discussion regarding the proposed FY2023 tuition. Dr. Mosier shared the proposed tuition and fees document included in the February 2022 Board Packet and asked Trustee Brune to recap the conversation held in the Board Finance Committee about the document.

Trustee Brune shared the desire of the Board Finance Committee to discuss the logic and benefit in moving forward with a tuition increase that would generate approximately \$114K in additional revenue with an anticipated increase in revenue from maintaining the same mill levy for Wyandotte County residents. The Committee asked if there were other options to consider that would better suit the local community and thought the topic best discussed with the Full Board.

Dr. Mosier shared supporting data, reasoning and discussion with the Board for the proposed tuition increase. Additionally, he offered an alternative option for tuition and fees which would not increase the tuition rate for Wyandotte County residents.

Dr. Mosier reviewed in detail the second proposed option while addressing commonly recommended percentages for different revenue sources that make up the College's total annual revenue. He expressed the need to not lower the mill levy at this time as the college still has a need to catch up in terms of updating, building and offering KCKCC students the best educational environment possible.

Trustee Isnard expressed an appreciation for option 2 that does not increase in-county tuition. Chair Criswell and Trustee Ash agreed. Trustee Daniels agreed as well and added that to keep pace, upgrade the technology and resources offered to the students, the College must continue raising money in some regard.

With no further discussion, Chair Criswell concluded the Board would vote on the proposal for the FY2023 tuition in the general meeting to follow.

Dr. Mosier requested that the next agenda item, the informational topic of the proposed FY2022 Master Contract for Professional Employees be discussed under New Business at the general meeting. The Board agreed.

Chair Criswell called for a motion to adjourn the meeting. Trustee Isnard made the motion. Trustee Hoskins Sutton seconded the motion. **The Motion Carried.**

The meeting adjourned at 5:01 p.m.

ATTEST:

Chairperson, Ms. Evelyn Criswell

Secretary, Dr. Greg Mosier

Recommendations for Payment

CONSENT AGENDA – Item B

March 15, 2022

- 1) Approval in the amount of **\$30,312.00** to **BSN Sport** for KCKCC Centennial-branded uniforms for athletics teams. Requested by Tami Bartunek.
- 2) The amount of **\$29,000.00** to **Ascend Learning Holdings, LLC** for practical nursing student test prep (1st & 2nd semester). Requested by Jerry Pope. *Pre-approved by the BOT; July 2021.*
- 3) The amount of **\$26,927.75** to **Royal Ridge Apartments** for February 2022 rent. Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*
- 4) Approval in the amount of **\$335,574.65** to **Kermpp** for insurance premium for November 2021 through July 2022. Requested by Michael Beach.
- 5) The amount of **\$1,278,988.21** to **Christie Development Associates, LLC** construction payment for new student housing (Draw 16 – March 2022). Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*
- 6) Approval in the amount of **\$29,693.00** to **Design Mechanical** for installation of new rooftop HVAC unit – KBI Lab. Requested by Michael Beach.
- 7) The amount of **\$40,226.64** to **Redshelf, Inc.** for inclusive access for electronic textbook catalogue for spring 2022. Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*
- 8) Approval in the amount of **\$43,228.84** to **Blackbaud, Inc.** for software and support services for KCKCC Foundation. Requested by Michael Beach.
- 9) Approval in the amount of **\$122,560.43** to **Absolute Roofseal LLC** for roof replacement over Social Science Building and President's Office Suite. Requested by Michael Beach.
- 10) Approval in the amount of **\$109,756.74** to **Christie Development Associates, LLC** for Sanitary Sewer System Dev/Electrical Service Connection fees for new student housing facility. Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*
- 11) Approval in the amount of **\$29,025.36** to **Relation Insurance Services** for SP22/SU22 International Student Health Insurance. Requested by Michael Beach.
- 12) Approval in the amount of **\$30,663.75** to **Electronic Supply Co Inc.** for computer network supplies for Centennial Hall. Requested by Peter Gabriel.

- 13) Approval in the amount of \$48,805.00 to **KbPort LLC** for Nursing SIM Lab updates.
Requested by Jerry Pope.

February bills totaling \$5,325,929.31 includes January VISA bills of \$134,857.95.

Items for Ratification

CONSENT AGENDA – Item C

March 15, 2022

1. **\$10,000.00** to **Byrne Pelofsky + Associates** for February 2022 payment for capital campaign consultation. Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*
2. **\$12,083.33** to **KC Scholars, Inc.** for scholarship funding over-payment from KC Scholars fall 2021. Requested by Michael Beach.
3. **\$10,616.66** to **MVP Law** (McAnany, Van Cleave & Phillips) for 1/12th annual flat fee payment of \$8,666.66 plus \$1,950.00 total of itemized services (for January 2022). Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*
4. **\$15,938.00** to **MBS Service Company Inc.** for annual software support and maintenance. Requested by Peter Gabriel. *Pre-approved by the BOT; July 2021*
5. **\$22,002.24** to **American Prison Data System PBC** for Kansas Department of Corrections approved tablet devices to be used for adult education delivery at Lansing Correctional Facility. Requested by Peter Gabriel.
6. **\$24,400.00** to **Lenovo Inc.** for ThinkSmart CORE hardware and software system. Requested by Peter Gabriel.
7. **\$24,966.00** to **Unified Government of Wyandotte Co.** for KCK Police Department 2021 AOT instructor fees. Requested by Michael Beach.
8. **\$15,000.00** to **Robert N. Page** for snowplow equipment for Facility Services. Requested by Michael Beach.
9. **\$12,647.51** to **City Wide Maintenance** for KCKCC - TEC janitorial/porter services (V0281315). Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*
10. **\$19,248.85** to **MBS Textbook Exchange, Inc.** for Pub Rental consignment. Requested by Michael Beach.
11. **\$10,893.77** to **BSN Sport** for KCKCC Women's Basketball uniforms. Requested by Chris Meiers.

12. \$19,500.00 to Merchant McIntyre & Associates, LLC for payment for capital campaign consultation (Quarter 4 2021). Requested by Michael Beach. *Pre-approved by the BOT; July 2021.*



HUMAN RESOURCES - PERSONNEL ITEMS

CONSENT AGENDA – Item D

March 15, 2022

SEPARATION INFORMATION

ACTION	NAME	JOB TITLE	DEPT	DIVISION	EFF. DATE
Resignation	Brown, Sarah	GED Instructor	Adult and Continuing Education	Academic Affairs	3/4/2022
Resignation	Bunce, Derwin	Lab Assistant	Machine Technology	Academic Affairs	2/17/2022
Resignation	Canady, Dara	Client Account Specialist I	Career and Technical Education	Academic Affairs	2/22/2022
Resignation	Collins, Dana	Assistant College Nurse	College Nurse	Student Affairs	2/11/2022
Resignation	Erickson, Mariah	Admissions Recruiting Coordinator	Admissions	Student Affairs	2/14/2022
Resignation	Fracul, Philip	Instructor	HVAC	Academic Affairs	6/30/2022
Resignation	Kremer, Charles	Maintenance Specialist I	Facility Services	Financial & Facility Services	3/11/2022
Resignation	McGuirt, Rebecca	Science Lab Manager	Chemistry	Academic Affairs	3/4/2022
Resignation	Pierce, Glen	Custodian I	Facility Services	Financial & Facility Services	1/14/2022
Retirement	Weis, Thomas	Professor	English	Academic Affairs	8/15/2022
Retirement	Yantz, David	Assistant Professor	Heating and Refrigeration	Academic Affairs	5/31/2022

RECOMMENDATIONS / APPROVALS

ACTION	NAME	JOB TITLE	DEPT	DIV	DATE	SALARY
New Hire	Carpenter, Rick	Adjunct	Speech	Academic Affairs	2/23/2022	\$933 per credit hour
New Hire	Cook, Kolten	Driver's Education Instructor (PT)	Adult and Continuing Education	Academic Affairs	3/09/2022	\$30.00 per hour
New Hire	Facio, Hector	Research and Data Analyst	Institutional Effectiveness	Academic Affairs	3/7/2022	\$57,000 annually

New Hire	Macek, Timothy	Adjunct	Automotive Technology	Academic Affairs	3/2/2022	\$933 per credit hour
New Hire	Rushik, William (Shane)	Motorcycle Instructor	Adult and Continuing Education	Academic Affairs	3/4/2022	\$18.00 per hour
Promotion	Egnatic, Megan	Accounting Specialist II	Financial Services	Financial & Facility Services	2/16/2022	\$41,471.18 annually
Salary Adjustment	Goudeau, Cynthia	Director of Assessment	Assessment	Academic Affairs	2/28/2022	\$82,729 annually
Salary Adjustment	Ramsey, Ian	Senior Math Tutor	Learning & Library Services	Academic Affairs	2/21/2022	\$20.00 per hour

Action Definitions

- **New Hire**- an individual who enters their first employment relationship with the College.
- **Rehire** – an individual that reenters into an employment relationship with the College.
- **Transfer** - a staff transfer to another position that does not result in an increase to a higher job grade. A faculty transfer is from the 182 to 212 designation and vice versa.
- **Promotion**- is the advancement of a staff's grade or increase to their salary.
- **Retirement**- a formal way an employee is voluntarily ending their employment.as indicated on their separation notice.
- **Reassignment**- a change to an employee's current position. It may result in movement within the same organizational unit or another unit, a change in duties, work location, days of work, salary, or hours of work.
- **Resignation**- a formal way an employee is voluntarily ending their employment.
- **Separation**- a formal way an employee is involuntarily ending their employment.
- **Interim** - An employee filling a vacant position on a temporary basis until a competitive search process is completed.
- **Additional Position** – an additional position that is given to someone that is actively employed at the college.
- **Non-Renew** – a Professional Employee's contract will not be renewed at the end of their term.
- **Master Contract** - Completion of degree changing the faculty member's class on the contract.
- **Back Pay** – the difference between what the College paid an employee and the actual amount owed to the employee.
- **Salary adjustment** – any change made to an employee's pay rate by the employer.

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Vice President of Academic Affairs

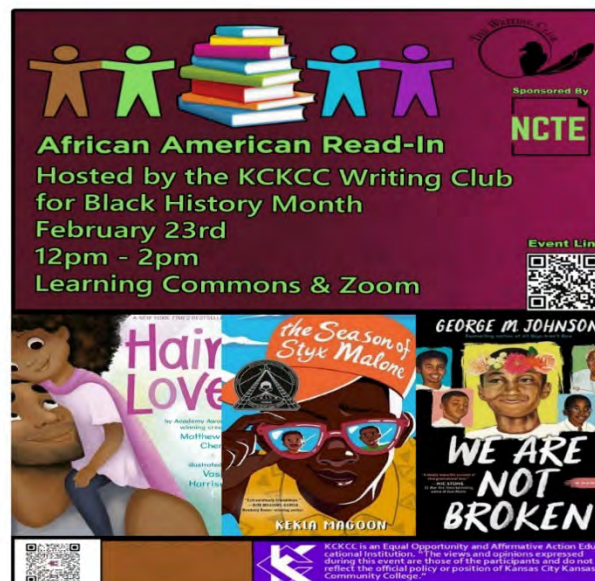
Academic Support and Assessment – Dean Cecelia Brewer

Learning & Library Services: Dr. Amanda Williams, Director

Learning & Library Services is engaging the campus community for [Black History Month](#). The latest content posted on our LibGuide features a brief history of Black History Month, events, STEM activities, and curated collections on Black history by [Films on Demand](#), [Alexander Street](#), and [Docuseek](#).



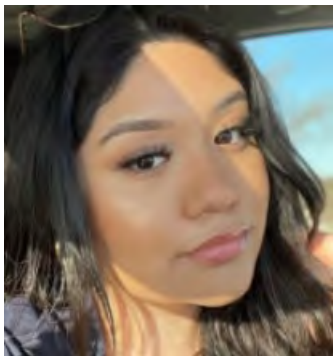
The Writing Club hosted the [African American Read-In](#) on February 23rd that was available to our community of learners in the Learning Commons classroom and through Zoom. The read-in was designed to honor Black History Month through the sharing of personal writing, reading one's favorite works, or enjoying a specially curated selection of readings. The flyer shown below was created by KCKCC Writing Center Peer Tutor, Sage Quinlin and Intern, Aileen Solis (student bios below).



March 2022 Board of Trustees Report
Vice President of Academic Affairs



My name is Sage, and I go by He/Him pronouns. I am a Liberal Arts major who is going into social work! I am hoping to transfer and get my BSW after my time at KCKCC; I want to specialize in working with LGBT+ people. In my free time I enjoy drawing and video games.



My name is Aileen, and I am a sophomore at KCKCC. I am studying accounting and plan to graduate in May 2022. I intern at the Writing Center, am the President of the Writing Club, and The Student Organization of Latinx. I enjoy using my skills to contribute to the positive and inclusive environment at KCKCC.

On Monday, February 28 the Learning Commons hosted a virtual discussion of the film, [42: The True Story of an American Legend](#). This film is about Jackie Robinson, and his manager, who broke baseball's infamous "color line" by braving racism and exuding courage and strength. The film was available to view [independently](#), in the Learning Commons, TEC Learning Commons, and the KCKCC Pioneer Career Center. One lucky participant will win a gift basket filled with baseball memorabilia, tickets, and snacks. The winner will be announced in next month's report.

A promotional poster for a movie discussion. The top left features the number '42' in large blue font, with 'THE JACKIE ROBINSON STORY' below it. To the right, 'MOVIE & Showing DISCUSSION' is written in red and black. The date and time 'MONDAY, FEBRUARY 28TH 9 A.M. & 12 P.M.' are prominently displayed. Below this, a blue box lists locations: 'LEARNING COMMONS, TEC LEARNING COMMONS & PCC ROOM 146'. A white box contains the text: 'VIRTUAL FILM DISCUSSION HELD AFTER @ 3:00 P.M. ON ZOOM. RAFFLE WILL BE HELD FOR ALL THOSE WHO ATTEND!'. At the bottom left, a red box says 'REGISTER HERE!' next to a QR code. On the right, a black and white photo of Jackie Robinson in a baseball uniform is shown. The top right corner has the 'Kansas City Kansas Community College' logo.

42
THE JACKIE ROBINSON STORY

MOVIE & Showing DISCUSSION

**MONDAY, FEBRUARY 28TH
9 A.M. & 12 P.M.**

LEARNING COMMONS, TEC LEARNING COMMONS
& PCC ROOM 146

**VIRTUAL FILM DISCUSSION
HELD AFTER
@ 3:00 P.M.
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REGISTER HERE!

Kansas City Kansas Community College

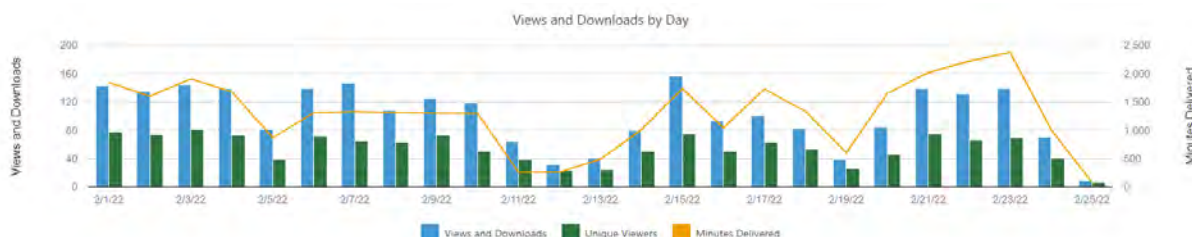
March 2022 Board of Trustees Report Vice President of Academic Affairs

Online Education Services: Susan Stuart, Director

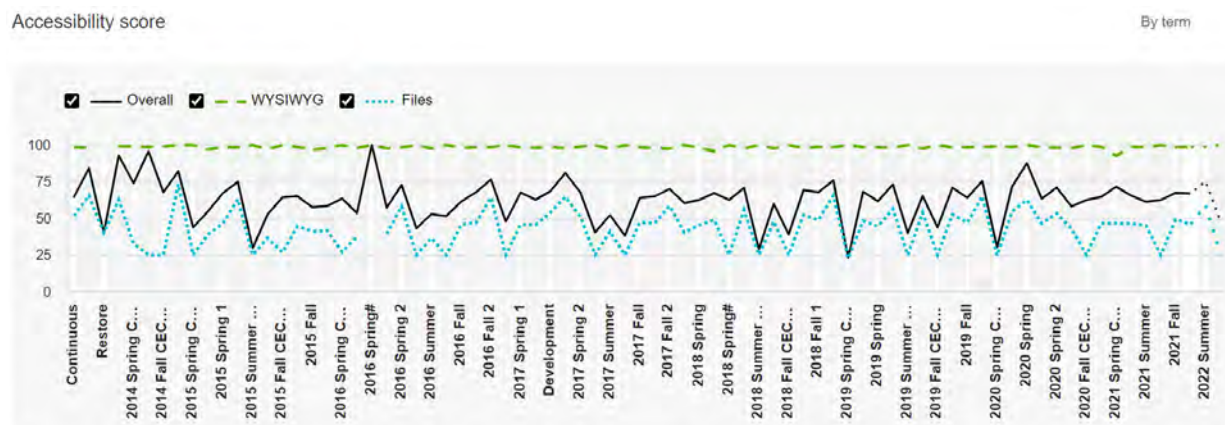
Online Education services supported 1,545 Zoom meetings with 7,010 participants (over multiple sessions) clocking 388,038 combined minutes for February-1-25, 2022. The use remains consistent from week to week, and participation rates continue steadily as the term progresses.

Online Education continues to support and facilitate the Board of Trustees Public Meeting through Zoom.

OES is also seeing an increasing rate of utilization of the class capture software, Panopto. The peak views for February 2022 were 2,539 with downloads at 32,274 minutes accessed by 482 unique users. **This number of minutes delivered is nearly double that of November 2021 (the last full month of Fall term).** The integrations between Zoom and Panopto platform, between Zoom and Blackboard, and Panopto and Blackboard continues to encourage the use of these tools.



Accessibility of content in the online environment is at 66.9% for Spring 2022. This is up slightly from Fall 2021. This is an area where OES continues its work with instructors to make content more 508 compliant, and we continue to provide training on this factor as well. The inaccessibility of files uploaded into the LMS remains the biggest issue.



OES offered eighteen faculty trainings through the month of February on technologies used in teaching online, virtual, and face to face courses; including Blackboard, Zoom, Panopto, Respondus proctoring tools, and Powtoons (content creation).

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Online Education Services staff resolved approximately 280 tickets, calls, or email support requests through February 24, 2022.

Arts, Communication and Humanities – Dr. Aaron Margolis

The Accelerated Learning Program of the Community College of Baltimore County conducted two workshops for advisors, developmental reading faculty, and English faculty on successfully expanding and implementing corequisite reading and writing courses. Four corequisite courses offered in Fall 2022 filled up quickly and the Reading Department plans to expand course offerings with the goal of making corequisite reading and writing courses the norm for the majority of KCKCC students.

The Art Department hosted a day-long visit for approximately 85 USD 500 art students on March 4. Led by department coordinator Professor Clinton Ricketts, and assisted by full-time and adjunct faculty and Art Gallery Coordinator Shai Perry, the students took part in a variety of workshops and submitted their artwork to a portfolio review. The department plans to turn this into a recurring event each semester to increase outreach and recruitment.

KCKCC's relationship with the Ella Fitzgerald Charitable Foundation continues to grow. Plans are now underway to turn one of the spaces in the Music Department into a new listening library and study space for our students. The EFCF Board has approved a donation that will allow KCKCC to purchase several listening stations and shelving for the listening library. The future Ella Fitzgerald Listening Library at KCKCC will house nearly 20,000 (mostly jazz) albums, donated by Adjunct Professor of Piano Mike Ning, legendary Pittsburgh Courier sportswriter George Dunmore, and the Ella Fitzgerald Charitable Foundation.

The Foundation has also agreed to continue funding the educational expenses of KCKCC's current Ella Fitzgerald Memorial Scholar, Christian Anderson. Christian recently completed transfer auditions at several schools, and he is waiting on the results of those auditions. Wherever he ends up attending, the EFCF will continue covering his education costs, as the Board has been thrilled with Christian's work at KCKCC the past two years.

With Christian set to graduate, Professors Jim Mair, John Stafford, and Justin Binek have selected Patricia Loving as KCKCC's Ella Fitzgerald Memorial Scholar for the 2022-2023 academic year. Patricia is an excellent trombonist who performs in KCKCC's New Century Big Band and Advanced Jazz Combo, studying trombone with Jason Godeau and jazz improvisation with Mike Ning. She was also selected as one of the Kansas City Youth Jazz Fellows last summer, recording a full album's worth of new music with a student group for the Artists Recording Collective Label. Prior to beginning her studies at KCKCC, Patricia served three years as a medic in the United States Army.

Music Professors John Stafford and Dr. Justin Binek led sessions at the Southwest Division of the American Choral Directors Association (SWACDA) Conference "Vocal Jazz Immersion

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Vice President of Academic Affairs

Day" in Little Rock, Arkansas, on Monday, February 28. Professor Stafford led sessions on warmups and voice-matching for jazz choirs in-person at the conference. The Standard Vocal Jazz Ensemble performed live "virtually," performing at KCKCC but broadcast via Zoom to the conference. Dr. Binek led a virtual session on jazz improvisation, assisted by KCKCC students Christian Anderson, Nathan Bills, and Maddie Huwe. Professors Stafford and Binek also joined SWACDA Vocal Jazz Repertoire & Resources Chair Taryn Gervais for a roundtable on vocal jazz educational resources.

Career and Technical Education – Dean Cheryl Runnebaum

KCKCC-TEC Culinary Arts students will be catering the Hall of Fame Event. Culinary Arts senior students will be featuring cold charcuterie trays for curbside and on-site individual trays.

Chef Richard McPeake, Culinary Arts Instructor at TEC, and Chef Kelly Jenkins, Culinary Arts Instructor at the Pioneer Career Center (PCC) met with Z&M Twisted Vine Winery & Vineyards in Leavenworth, a local vineyard, to initiate and setup a possible Culinary Arts Internship program for the students. All students participating in the internship are required to be over age 21. The students would perform operational tasks such as food prep and front of house service.

The KCKCC-TEC high school Culinary Arts team participated in the JCCC High School Culinary Competition February 11 at Johnson County Community College (JCCC). The team brought home the silver medal in the competition. The team competed against seventeen other high school teams from Kansas and Missouri. The team prepared the following items: Rabbit Rouladen, Butter Poached Lobster Tail, and Smoked S'mores. The KCKCC-TEC high school team consisted of the following students: Diamond Clark, Madalynn McInnis, Carlos Escobedo, Jocelyn Espinoza, Team Manager Caitlyn Mayes, and Culinary Arts Instructor Chef Justin Mitchell.

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Tryouts for the Kanas SkillsUSA competitions happened at the end of February. The Culinary Arts Program will be entering students in the Culinary Arts and Commercial Baking competitions in April.

The Culinary Arts Program's newly approved iCombo Oven will be installed. The oven has been recommended by the program's food service partners and advisors for the students to learn how to operate this oven, which is used in all food service businesses.

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The Les Dames d'Escoffier contacted the Culinary Arts Program stating it wanted to give one of the program's female students a \$5,000.00 scholarship. The Kansas City chapter of Les Dames d' Escoffier is an international educational and philanthropic society of professional women leaders in the fields of food, fine beverage, and hospitality. The Culinary Arts student who was selected was high school senior Jocelyn Espinoza. She was part of the high school team that won silver at the JCCC competition in February. Ms. Espinoza is in the process of submitting her information and essay for the scholarship.

The KCKCC-TEC Building Engineering and Maintenance Technology (BEMT) Program had a busy February. On February 22, the Kansas City Chapter of the National Association of the Remodeling Industry (NARI) presented a \$5,000 check to the KCKCC-TEC BEMT Program. The donation will be used to build a house with flaws at the TEC Training Village that allows students to problem solve and correct. Chris Peterson, representing NARI, presented the donation check to BEMT Instructor Shawn McGivern.



The BEMT students began framing the program's Land Bank house which is located on 65th Terrace in Kansas City, Kansas. Students are in the process of framing the floor and support structure. BEMT student Christopher Richards works on installing sub-flooring at the house.

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In the picture below on the left, Adjunct Instructor Richard Brenneman is observing BEMT student Donald Wendorff installing stem valves on a faucet trainer in the BEMT laboratory. Also pictured, BEMT student Samuel Vasquez installing the drain waste vent sub-components. Another BEMT student Trevor Little operates a skid steer loader at the TEC Training Village.



As a result of COVID-19 and staff shortages, several Welding Technology classes at the Lansing Correctional Facility (LCF) were rescheduled during the Fall 2021 semester. Course contingency plans for both Fall 2021 and Spring 2022 semesters included make-up days, which allow the students to stay on course for a May 2022 graduation. KCKCC is advocating for the Welding Technology Program to be classified as a *work assignment* in LCF's

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database. During times of managed movement and lockdowns throughout the facility, this classification would grant Welding Technology students the same exceptions and privileges to be released from their units, as those granted to residents who work for LCF's private industry partners. A graduation ceremony for the first LCF Welding Technology students will be held May 27.

A promotional game plan for the Federation of Advanced Manufacturing Education (FAME) Advanced Manufacturing Technician (AMT) Program at KCKCC has been created with the assistance of Kristy Green, Executive Director of Marketing and Image, and Kelly Rogge, Public Information Manager, along with the two FAME co-chairs Eric Young, Operations Manager at Amsted Rail/Griffin Wheel, and Chris Tucker, Plant Manager of INX International. An open house will be held in April at KCKCC-TEC.

HVAC Instructor Michael Florence has been conducting stove training for Axiom Properties employees. Five employees were recently trained.

Assistant Professor Kris Ball has been providing intermediate Excel training for Axiom Properties/Green Rocket. Twelve employees received the Excel training.

Adjunct Instructor Garrett Crews is currently training six BPU lineman apprentices. He is helping them prepare to take the journeyman lineman test.

The fifth Industrial Maintenance Technician (IMT) cohort started on February 7 at KCKCC-TEC with seven trainees. Three local manufacturers are involved: Kellogg's, Amsted Rail, and Stryten.

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Health Professions – Dean Dr. Tiffany Bohm

- a. Health Professions coordinators/directors and staff assisted with collection of Perkins data regarding students' success on board examinations and credentialling.
- b. All programs are scheduling and beginning to hold their Spring 2022 Advisory Board meetings.
- c. Dr. Tiffany Bohm and Dr. David Noll met with representative from Advent Health and the Kansas Department of Commerce to begin developing a Registered Apprentice Program for Medical Assistant students. The next meeting will be in April to discuss curricular recommendations and entrance requirements.
- d. Dr. Bohm and Baily Espeland met with David Beach and Stephanie Prichard to discuss increasing the opportunities for students in Adult Education to complete their CNA training.
- e. Nursing
 - i. The RN program will be collaborating with their consultant in March and April to ensure a progressive advancement of exam difficulty from first semester to fourth semester.
 - ii. Faculty in the RN and PN programs are training to do fit testing for N-95 masks. Most clinical sites are now requiring this before students are allowed to attend.
 - iii. Students at St. Joseph Medical Center met with the Chief Nursing Officer (CNO) and a nurse manager last week regarding job placement and their residency program. Students were asked what areas they were interested in and given the opportunity to apply for positions in these areas with support from the CNO.
- f. Mortuary Science
 - i. The ABFSE annual report was submitted February 15, 2022.
 - ii. The ABFSE self-study for reaccreditation was submitted February 24, 2022. The site visit will be April 24-26, 2022.
 - iii. Students are using the D.E.A.D. (Death Education Assessment Drills) resource to prepare for their national board examination.

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Mathematics, Science, Business and Technology – Dean Dr. Ed Kremer

Teri Huggins, Associate Professor of Business, is the faculty sponsor for a new student club, the Pre-Law Society. The Pre-Law Society is designed for students from all academic majors and backgrounds who are interested in legal studies and working in the legal field. Members are provided with the opportunity to improve their understanding of the law, career opportunities within the legal field, the practice of law, LSAT and law school application guidance, and networking opportunities within the local legal communities.

The 30/60 Miles in 30 Days Challenge started February 7 and will end March 18. There are 65 students, employees, and community members that are participating. It is a great health & fitness incentive program that gets participants motivated to be active every day and gives them that incentive to get active on these cold days.

Lakshmy Sivaratnam has been nominated for treasurer of the ACBSP. Congratulations Lakshmy!



Dr. Gena Ross officially filed to run for the US Senate in Missouri. Congratulations, Dr. Ross, and best of luck in your run!

Kris Ball was reappointed as a Peer Reviewer for the HLC for 4 more years. Ms. Ball has worked hard on all things HLC while planning for the upcoming visit, and her demanding work has not gone unnoticed! Congratulations on your reappointment, Kris!

Beginning in fall of 2022 the Business Department will be offering classes over the lunch hour, both in person and virtually, that will focus on training of real-world skills.



KCKCC Science Club

Spring 2022 Save the Date!

1st Tuesdays • 3:30 – 5:00 pm
Flint - Room 3632

❖ February 1st
❖ March 1st
❖ April 5th
❖ May 3rd

Welcoming All KCKCC Students!

Scan the QR code to receive info about the Science Club

Reasons YOU should join:

- Peer Support
- Career Exploration
- Science Café
- Leadership Experience
- Speaking Skills
- Research Opportunities

Scan the QR Code for COVID-19 guidelines

Must follow college physical distance requirements

The Science Club had a successful Science Club Valentine Recruitment Event on February 10th. The event was student lead and implemented, with numerous meaningful interactions with students across multiple STEM disciplines. More than twenty students decided to actively participate in upcoming club activities. In addition to monthly meetings, activities being planned for Spring 2022 include Science Cafe, Campus Ecology - Small Mammal Live-Capture Sampling, Organic Gardening 101, Virtual Disease Investigation with the CDC, and career exploration with professional shadowing opportunities.

The KCKCC Enactus team is partnering with Big Sky Recycling to collect old cell phones to prevent them from ending up in landfills. The profits from the recycled cell phones will be used to support environmental, social, and military non-profit organizations. Big Sky Recycling is the first cell phone recycler to achieve B Corporation Certification. For more information about Big Sky, you can visit their website at www.bigskyrecycling.com.

The VITA (Volunteer Income Tax Assistance) program is under way for this season. Students and volunteers are preparing income tax returns for the community. They are by appointment only this year and serve the community on Wednesday evenings and Saturday mornings and afternoons.

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One of our Business Department's May 2021 AAS Accounting graduates, who obtained employment as an Office Manager upon graduation, contacted Professor Sivaratnam to say that she is being promoted to a Staff Accountant. Excellent job!

Professor Allen Lenoir attended BizFest in mid-February. BizFest is a special four-day event specifically slated to teach high school juniors and seniors the art and science of being a business entrepreneur. This event is sponsored by the Greater Kansas City Hispanic Collaborative and its sister organization the Historic Chamber of Commerce of Greater Kansas City. It has been running for 17 years. Professor Lenoir was on hand during this exciting event to help students with their business plans.

KCKCC Goal Getters Program, which runs every semester and is a Cardiovascular Health Incentive Program offered through the Wellness Center, is up and running for spring.

Have a Heart Healthy Valentine's Day Event which was a One-Day event to see how many Employees, Students, Community Members we can get to participate in 30 minutes of biking, walking, and jogging. The program went well this year and had a fair showing of participants.

KCKCC Indoor Duathlon which will consist of biking, walking, and jogging starts April 1st and runs through April 30th.

Social and Behavioral Sciences & Public Services – Dean Cleon Wiggins

Professor of Sociology, Dr. Emily Morrow, presented at the KCPDC Enhancing Teaching and Learning Conference on March 5. The topic of Dr. Morrow's presentation is "Participation Contracts: Creating Buy-in and Agency in Your Students' Participation Goals." This annual event is hosted by the Washburn University Leadership Institute.

Professor Michael James, Coordinator of the Addiction Counseling program, has been invited by the Kansas Behavioral Sciences Regulatory Board to serve as an expert reviewer for addiction counseling license applications that require an additional review of applicants' educational background.

Dr. Hira Nair, Coordinator of the Education program and Director of the KCKCC K-Step Up Program, made a presentation on the K-Step Up program at the National Association of Professional Development Schools (NAPDS) Conference in Chicago, February 10 through 13 along with Dr. Todd Goodson of Kansas State University, Darin Workman of Seward County Community College, Julia Linkous of USD 500 and Sheri King of the Liberal, Kansas School District. The topic was "K-Step-Up: Bringing the Power of the PDS to Place-bound Students."

The Kansas State University PDS Partnership Network received the NAPDS Exemplary Practice Award.

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In late February, the University of Missouri at Kansas City psychology department notified Michael James, Assistant Professor and Addiction Counselor Coordinator, that the UMKC Psychology faculty approved a proposal to allow six credits of addiction counseling course work from KCKCC to count towards their psychology major and three credits of addiction counseling course work will now count towards their psychology minor.

Dr. Ronald Malcolm, American Sign Language adjunct professor, has another article published in Autism Parenting Magazine. The article is entitled “Helping Children on the Spectrum with Bedwetting.” In the article, Dr. Malcolm offers parents advice with children on the autism spectrum who are struggling with the issue of bedwetting. Among the advice Dr. Malcolm offers is for parents to get a proper diagnosis, do not punish, develop a social story, and set realistic goals to help build self-confidence.

POTTY TRAINING

Helping Children on the Spectrum with Bedwetting

By Dr. Ronald I. MALCOLM, EdD

MANY CHILDREN ARE PRONE TO WETTING THE BED, BUT IT CAN BE PARTICULARLY CHALLENGING FOR KIDS ON THE AUTISM SPECTRUM. HERE ARE SOME SUGGESTIONS TO HELP TACKLE THE ISSUE.

There are many children that experience bedwetting. This can be a source of frustration for parents and an embarrassment for your child. Children with autism often experience sleep related problems and bedwetting issues.

Some children who wet the bed appear to simply outgrow it. Others struggle with it for lengthy periods of time. If your child appears to be struggling with bedwetting, here are ten simple suggestions to support your child.



March 2022 Student Affairs Board of Trustees Report
Submitted by Chris Meiers, Ph.D. Interim Vice President for Student Affairs

Summary

The following priorities have been established through May to facilitate successful completion of the spring 2022 semester and preparations for the upcoming year:

- **Strategic Enrollment Management (SEM) Plan**
In anticipation of the April 2022 Board of Trustee 2020-23 SEM Plan update report, Student Affairs is working to prioritize critical enrollment activities for the Fall 2022 semester, standardize the tracking of SEM plan metrics, and develop multi-year strategies. In addition to this work, the makeup of a college-wide steering SEM steering committee to champion and guide activities will be finalized to start meeting in late May.
- **Introduction of Student Residence Life Culture**
To facilitate the opening of Centennial Hall, a Student Residence Life Task Force has been created to identify, prioritize, and implement programmatic issues and needs as the College transitions from the current housing service. The task force's first regular meeting on March 11, 2022, will prepare recommendations for formal review to the interim VPSA office.
- **Career-Connected Learning and Launch of Career Services**
The first phase of KCKCC's student career service portal, Handshake, will launch on May 1, 2022. The first phase will include a job posting board for current and alumni students. An engagement and marketing plan will be launched in April to educate students, the college community, and potential employers collected over the year on how to leverage the service. In addition to Handshake, a revamped career services website will be launched as part of the engagement plan.
- **Student Affairs Integration and Collaboration**
The interim VPSA, Dean of Student Services, and division directors meet every two weeks as a leadership team. The purpose is to support the division's mission, facilitate the college SEM plan, and align with overall college strategic plans and priorities. This work will include prioritizing semesterly projects, identifying policies and procedures for adoption, coordinating division messaging related to services and student success to the College community.

Division-Wide Selected Projects and Activities

- **2022 Commencement Planning**-The proposed plan for in-person spring 2022 commencement on May 19, 2022 at 2:00 and 7:00 PM. Total attendance capacity will be set at 2,000 for each event in the Field House for social distancing purposes and graduating students will be able to request up to 6 tickets based on projected attendance. Students will be able to request additional tickets that will be awarded based on overall capacity.
- **March 29**-In conjunction with Women's History Month, Military and Veteran Services is collaborating with the Cosmetology department to provide free services to homeless veterans.

March Enrollment Report

KCKCC Unduplicated Headcount by Location										
CAMPUS (UNDUP at A Location & DUP Across Locations)	03.09.2020	03.08.2021	03.07.2022	20-21	20-21	21-22	21-22	Spring 2022	20-22	20-22
	Spring 2020	Spring 2021	Spring 2022	Diff - #	Diff - %	Diff - #	Diff - %	%	Diff - #	Diff - %
AMZN	8	-	-	-8	-	0	-	-	-8	-
BL	-	59	12	59	-	-47	-79.66%	0.27%	12	-
DNTWN	16	-	5	-16	-	5	-	0.11%	-11	-68.75%
FRSC	20	29	18	9	45.00%	-11	-37.93%	0.41%	-2	-10.00%
HS	962	808	815	-154	-16.01%	7	0.87%	18.45%	-147	-15.28%
LCF	-	-	20	-	-	20	-	0.45%	20	-
MC	2,364	1,251	1,463	-1,113	-47.08%	212	16.95%	33.11%	-901	-38.11%
OC	294	270	395	-24	-8.16%	125	46.30%	8.94%	101	34.35%
OL	1,789	2,078	1,956	289	16.15%	-122	-5.87%	44.27%	167	9.33%
PION	253	174	164	-79	-31.23%	-10	-5.75%	3.71%	-89	-35.18%
TEC	760	640	665	-120	-15.79%	25	3.91%	15.05%	-95	-12.50%
USDB	54	32	55	-22	-40.74%	23	71.88%	1.24%	1	1.85%
VIRT	-	734	334	734	-	-400	-54.50%	7.56%	334	-
Total UNDUP Headcount	5,118	4,337	4,418	-781	-15.26%	81	1.87%		-700	-13.68%

Note: Enrollment at each location is unduplicated. However, enrollment across locations (A student can be counted in two locations) is duplicated. The Total however, is unduplicated (unique counts) headcount.

KCKCC Credit Hours by Location										
CAMPUS	03.09.2020	03.08.2021	03.07.2022	20-21	20-21	21-22	21-22	Spring 2022	20-22	20-22
	Spring 2020	Spring 2021	Spring 2022	Diff - #	Diff - %	Diff - #	Diff - %	%	Diff - #	Diff - %
AMZN	24	-	-	-24	-	-	-	-	-24	-
BL	-	252	36	252	-	-216	-85.71%	0.09%	36	-
DWNTN	45	-	15	-45	-	15	-	0.04%	-30	-66.67%
FRSC	191	256	177	65	34.03%	-79	-30.86%	0.45%	-14	-7.33%
HS	5,075	4,348	4,362	-727	-14.33%	14	0.32%	11.10%	-713	-14.05%
LCF	-	-	200	-	-	200	-	0.51%	200	-
MC	17,320	7,691	9,872	-9,629	-55.59%	2,181	28.36%	25.12%	-7,448	-43.00%
OC	1,718	1,235	1,594	-483	-28.11%	359	29.07%	4.06%	-124	-7.22%
OL	10,517	13,626	12,496	3,109	29.56%	-1,130	-8.29%	31.80%	1,979	18.82%
PION	1,985	1,448	1,310	-537	-27.05%	-138	-9.53%	3.33%	-675	-34.01%
TEC	8,989	7,339	7,894	-1,650	-18.36%	555	7.56%	20.09%	-1,095	-12.18%
USDB	403	174	297	-229	-56.82%	123	70.69%	0.76%	-106	-26.30%
VIRT	-	2,577	1,042	2,577	-	-1,535	-59.57%	2.65%	1,042	-
Total	46,267	38,946	39,295	-7,321	-15.82%	349	0.90%		-6,972	-15.07%

Student Affairs Departmental Reports

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Admissions

Dr. Tina Church Lewandowski, Director

February Monthly Report-Applications Processed			
	2020	2021	2022
High School/Dual	369	93	109
First Time Freshman	293	275	238
Transfer	95	162	84
Returning	56	78	58
Visiting	30	24	15
Wellness Only	5	0	0
Special/Non-HS Grad	28	11	4
Total	876	643	508

Recruitment Opportunities		
Event Category	Number of Activities	Number of Engagements
Onsite Visit	19*	117
Off-campus recruitment activities	6*	159

*Four (4) onsite visits were canceled/no shows, one (1) off-campus recruitment activity was canceled

HIGH SCHOOL PARTNERSHIP PROGRAM

- The High School Partnership Coordinator II has relocated to the TEC building and has assumed the high school student administrative responsibilities that the former Student Success Advisor held previously.
 - The Student Success Advisors will still provide advising and graduation checks for the high school student at TEC.
- Interviews are scheduled for the Admissions Specialist II position.
- The High School Partnership Coordinator and the Director of Admissions are meeting with each high school to discuss the upcoming enrollment cycle and program needs.

INTERNATIONAL AFFAIRS

- KCKCC has received notice for SEVIS recertification. The recertification will be submitted once the forms have been reviewed and signed by Dr. Mosier. Once the forms are submitted, our I-17 will be locked for any changes until we receive approval.
- We do not foresee any issues with the recertification process.

Athletics

Tony Thompson, Director

M/W Basketball: Both the men's and women's teams were defeated in the Regional semifinal play by Johnson County. The men finished with a record 21-10 and were receiving votes in final poll. The women finished with a record 16-13 and fourth place finish in conference.

Softball: Is off to a great start to the season with a record of 8-2 and is ranked #10 in the nation. Bradi Basler (Lansing, KS) became the leader all-time leader for home runs at KCKCC.

Baseball: Also off to a strong start with an 8-2 record. They had key series wins over Butler and Barton so far this season.

Military and Veteran Students Services

Wade Abel, Director

The Center provides various services to KCKCC's Military Affiliated student population at a number of locations. The Veterans Center is now fully staffed which will allow us to better

support our Military Affiliated Students regardless of which campus center they attend. It also allows us to go to the PCC and TEC on a consistent schedule. Students still have the option to contact the Center to schedule an appointment as needed to meet and talk.

Veteran Center Visitors					
	AY18-19	AY19-20	AY 20-21	AY 21-22	
August		281	103	174	
September	48	313	58	202	
October	185	307	37	154	
November	132	245	25	153	
December	105	124	10	52	
January	189	173	67	104	
February	218	216	79	98	
March	159	101	109		
April	209	0	115		
May	104	0	41		
June	56	17	142		
July		74	100		
					Total
Total	1405	1851	886	937	5079

Planned Events:

February:

- 1 February: Box lunch event for Military Affiliated students at the TEC.
- 8 February: Box lunch event for Military Affiliated students at the PCC.
- 9 February: Box lunch event for Military Affiliated students at the Veterans Center

March:

- 9/9/10: Military Affiliated Box Lunches at MC/TEC/PCC.
- 9 March: Support the KCKCC Transfer Fair.
- 21 March: Virtual Coffee with the Veterans Center.
- 23 March: KCKCC Female Veterans boxed breakfast and giveaway.
- 29 March: Cosmetology department will support homeless female veterans with hair cuts and Nail care.
- 17 March: The Student Veterans Club will support the Leavenworth St Patricks Day Parade.

Registration and Records

Theresa Holliday, Registrar

Registrar Services	
Degree Verifications	
Graduation Clearinghouse Enrollment/Degree Verifications	NA
E-mail, fax, mailed Degree verifications	NA
Enrollment verifications	
In-person	2
On-Line	16
Scholarships	1
Letter of non-attendance	1
Governmental Agency/Court Requests/International	2
Law Firm	1
Employment	2
Health Insurance	1
Car Insurance	1
Student Loan Servicer	1
Student Record Services	
FERPA forms	2
Duplicate Record Resolutions	1
Transcript Services	
Checked in Transcripts	171
Outgoing transcripts Processed	427
Student copy transcripts	7
Transcript needed research	NA
Advisor Transcript Requests	
Transfer credit applied to student records	40
Transcript Edit Checks	7

Student Services

Dr. Shawn Derriott, Dean of Student Services

Student Services Fulfills!

Counseling & Advocacy Center

Linda Warner, Director

In our role as Student Club Advisor, we assisted the OQS Diversity Club with the "Crush for Your Crush" Valentine's Fundraiser. The Club raised over \$400. Student will combine their funds with those raised from the Thanksgiving Turkey Dinner raffle to support their plan to attend the Creating Change conference. This conference was originally scheduled for January, hotels and plane tickets were purchased, but due to the spread of the omicron virus, conference officials reschedule the conference to a virtual experience that will occur in March 19-20.

The Food Mobile Distribution scheduled for Feb 24th was cancelled due to inclement weather. The next distribution is scheduled for Mar 24th in the parking lot at TEC from 9-11 am.

Blue's Kitchen Cabinet was awarded a \$3000 grant from the Church of the Resurrection (COR) for an innovative program that not only supports co-curricular programming but will support academic programming as well. The grant was for a weekly Cooking Demonstration in Blue's KC, to teach our students how to prepare the food they can pull from the shelves of our student food pantry.



In collaboration with our award winning KCKCC Culinary program, Blue's KC has become an internship site for our culinary students, who are coming to main campus to demonstrate their cooking skills on Wednesday mornings at 9 am. On Wednesday, 2-28, student interns Diamond and Leila provided our very first lesson, demonstrating proper cooking techniques to prepare turkey meatballs and spaghetti with sauce. The demonstrations are shared on Facebook live and are available for anyone to view on the KCKCC Counseling & Advocacy Facebook page. We are very excited to have this unique program in place and grateful for the leadership of Chef McPeake and Chef Martinez and the generosity of COR to make these cooking demonstrations possible.

Student Affairs Board of Trustees March 2022 Report

Student Accessibility and Support Services

Students Requesting Accommodations:

Disability	February 2022	February 2021	February 2020
Autism Spectrum Disorder	14	6	7
Attention Deficit Disorder	21	24	25
Blind/Visual Impairment	11	7	8
Deaf/Hard of Hearing	2	7	3
Head Injury	1	1	3
Intellectual Disability	5	5	2
Learning Disability	49	47	61
Medical	8	6	6
Physical	4	3	5
Psychiatric	15	4	11
Other Health Impaired	1	0	2
Total	131	110	133

Narrative Activities:

- Approximately 190 individuals visited the office this month.
- SASS Presented to a group of Mill Valley High School students about disability services and what those services look like at the TEC/KCKCC.

Student Activities

Andrica Wilcoxin, Director

Student Activities partnered with the KCKCC Bookstore to host Taco Tuesday with the Wild Cactex Food Truck at the main campus. We served approximately 280 students, staff, and faculty.

Student Activities hosted a "Fan Van" to take students to JCCC to support our women's and men's basketball teams. We had 14 students attend.

Fringe Benefits of Education

Black history month has always been an important tradition for FBOE, which is why most of our meetings during this month were also promoted as community events. During our March 3rd meeting, we had a showing of multiple short films created by and starring black actors and directors, which had an attendance of 29. On our Mar 10th meeting, we welcomed back guest speaker Grant Lewis, named #1 volunteer by FIRST, the organization responsible for introducing and teaching STEM fields to young students, high school or otherwise. This time,

Mr. Lewis brought a few members of his community, leaving us with an attendance of 31. Unfortunately, the snow on the 17th prevented us from having our first student speaker of the year, Tyre Williams, but we are rescheduling him for the first week of March. Finally, our collaboration with Jegna Klub happened Feb 24th. We had a total attendance of 43, and ten students had an opportunity to network and make connections to help them with their businesses. Of those ten, four will be working with us to register an LLC in March.

As the snow cleared by Sunday, we were able to host our weekly basketball open court at the KCKCC Field House. During Feb 6th, we had two community leaders speak to all 24 students that attended before playing. On Feb 13th, we were surprised to see an attendance of 27 students and community members, despite it being on the same day as the Super Bowl. Feb 20th continued and raised that attendance with 29 students. Feb 27th is still upcoming as of this report, but at least 22 students have already RSVP'd their attendance.

Student Housing

Nicole Wilburn, Director

- A new Student Resident Life Coordinator has been hired! Cole Keiper will be joining us from Missouri State. We are still working to determine when he will start at KCKCC as he is finishing up his Masters program.
- We signed a contract with eRezLife software. eRezLife is an occupancy management software that will help us keep track of student occupancy and help run the day-to-day activities within Student Housing. We will spend the next several months doing a phased implementation of the software.
- Students were reminded that we will not have summer housing due to the time needed to transition from Royal Ridge to Centennial Hall, and they will need to make alternative housing arrangements.
- We have been working with Athletics to make arrangements for students who may need to stay longer due to end-of-semester tournaments (baseball & softball) and to identify early move-in dates for the Fall semester that can work for all. **Student Health Center**

Student Health

Angela Williams, R.N.

There has been a total of 40 people coming into the health services office.

- 26 were covid tests
- 4 were TB tests
- 10 were other things such as first aid

Center For Equity, Inclusion and Multicultural Engagement

Gabriela Flores, Director

Programs & Events

The CEIM team along with other inter-disciplinary partners planned and executed BHM 2022 events and programs, including: Art Show in the Gallery entitled **"From Tanner to Knight: An African American Art Expose"**, and companion 'Artist Talk' done on a virtual platform (2/22/22); Display case on loan from Wyandotte Historical Society Museum which included Black History Month's icons along with Women's History features (on display through March); A musical performance and lecture by Flute Juice Productions, Galen Abdur-Rizaaq (via zoom), which was held on 2/24/22. Lastly, a Line Dancing event was coordinated by Jeremiah McCluney on 2/28/22 for students, faculty and staff.

CEIM staff are collaborating on a plan for Women's History Month (WHM) programming. CEIM will lead two events: Community Led Lecture on the Conley Sisters and History in WYCO on 3/8/22 at 11:00am, as well as the Luna Fest on 3/11/22 at 7pm (described in more detail below). Also, Gayle Holliday from Learning Commons will convene a book club reading and discussion of the "Immortal Life of Henrietta Lacks" which is planned for 3/3/22 at Noon.

Student Initiatives

Refugee/Immigrant High School Student Open House: The planning team reconvened to begin planning for logistics. The "New American Open House" will be held in Upper Jewell at Main Campus on 4/14/22 from 5-7:30pm. Many areas will be invited to participate by either a small presentation or information table, representing: Admissions, Financial Aid, Trio, Student Services, Academic and Tech Programs, and Career Services available for students. We plan to engage current KCKCC students as Interpreters for this evening event to help with families' language needs. The registration and flier have been created and circulated to various ESOL faculty in USD500, Catholic Charities and a variety of other community stakeholders. Registration is open but is limited in number due to Covid restrictions. It will also be presented as a hybrid event for those families who do not feel comfortable in-person.

Community Initiatives

Luna Fest 2022: Luna Fest is scheduled at the Performing Arts Center on Friday 3/11/22 at 7pm. Ticket purchase registration is set up and marketing across the college began during Student Senate on Friday 2/25/22 and again in the weekly activities email sent out on 2/28/22. CEIM will partner with AAUW and Drama Club Student organizations and engage others to consider purchasing tickets for the event. All proceeds from Ticket sales go toward Girls on the Run KC scholarships for girls in need to cover program fees.

Art Gallery

Gallery Shows

The exhibit was on display to honor Black History Month.

Curated by Dr. Curtis V. Smith. On display from January 31st to Feb 25th

Attendance:

"From Tanner to Knight: An African American Art Expose"

The show features seventeen nationally acclaimed African American artists on loan from a variety of collections.



Special Events with the Art Department

Professors Ricketts and Krawcheck's classes enjoyed a zoom presentation with artist Jonathan Knight NWS and a printmaking lecture from the curator of the exhibition, Dr. Curtis V. Smith. Professor Susan Speck's Art Appreciation classes met with Shai Perry to learn about the works and use the knowledge to write their art critique assignment.



Student Success Center

Allison Burton, Director of Student Success and Retention

Student Affairs Board of Trustees March 2022 Report

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Advising and Retention

Early Assist Program has received 83 submissions from faculty to advisors for outreach and support services in February. The Early Assist Program is a proactive system of communication and collaboration between faculty, Student Success Advisors, Campus Resources, and KCKCC students that is designed to support student success and retention by promptly identifying obstacles and allowing for intervention before students fall behind in any point of the semester.

- Utilizing Ellucian ADVISE CRM to support retention initiatives. Students receive regular communication from their assigned advisor with targeted outreach based on the students Student Success Score (success scores are based on student demographics, enrollment history, satisfactory academic progress, and other risk-factors that may lead to attrition.)
- Student Success Advisors are currently assisting students with midterm enrollment, general advising, degree planning, graduation applications, and early assists.

Placement Testing

Total Placement Tests This Semester

Spring 2022*	Spring 2021	Spring 2020
311	1846	1178

*2022 is as of report month, other years are semester totals.

February Placement Test sessions

Year	Main Campus	PCC	TEC	High Schools	Distance Education	Total
February 2022**	47	4	1	81	0	133
February 2021	57	0	5	15	0	77
February 2020	22	6	6	380	0	414

**Due to COVID, 4 of the students who tested at main campus did so virtually over ZOOM.



Strategic Initiatives and Outreach

Dr. Tami Bartunek Vice President

Strategic Initiatives and Outreach

Met with Amazon to discuss their Career Choice program and co-branded public relations pieces. KCKCC was promoted as a local college of choice to partner with Amazon to offer their employees educational opportunities.

Worked with multiple offices to prepare a response for a legislative request. This project required a very quick turnaround, and so many individuals provided needed data!

General Marketing Update

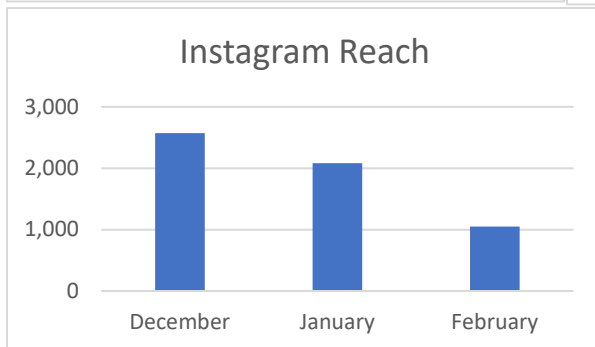
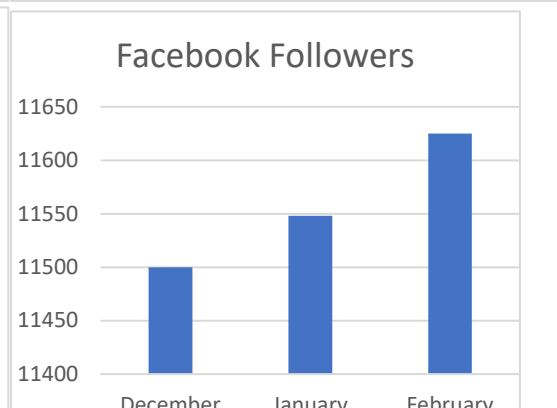
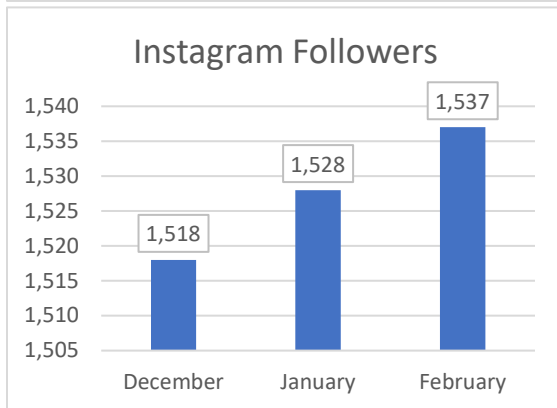
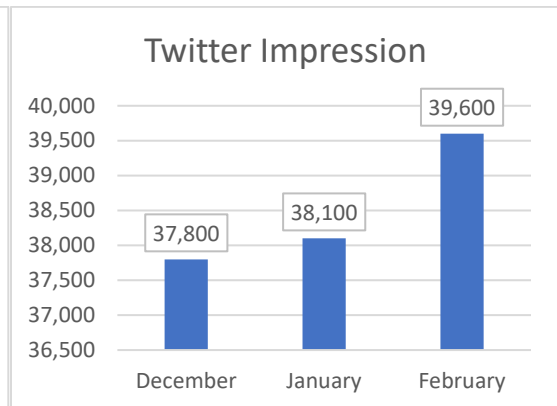
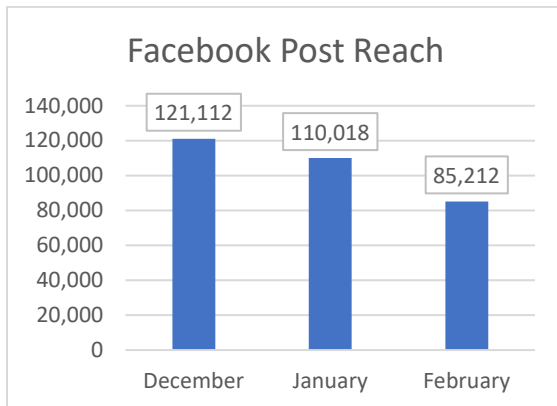
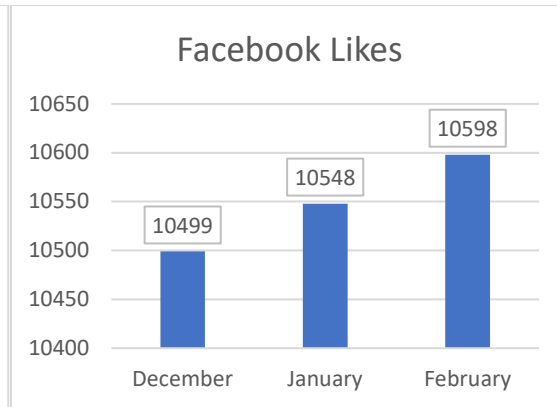
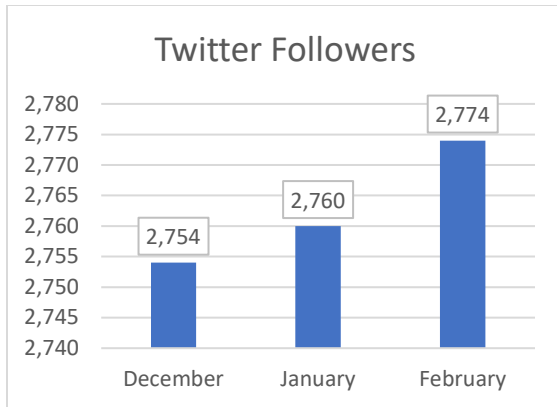
KCKCC and KC Legends have entered a partnership to co-brand KCKCC over the next year at the KC Legends, including the ability to sponsor their Back-to-School Fair and create a KCKCC pop up event at Legends.

The marketing department announced the naming of Centennial Hall to the campus and community this month. The promotion included a news release, banner, poster and table tents on campus.


KCKCC launched the Centennial website last month. This month the department launched the 100 stories project. The marketing department invites students, faculty, staff, alumni and community members to share ways KCKCC has impacted their lives. As the stories are completed, they will be posted on the Centennial website.

Marketing promoted the Amazon Career Choice partner program to the media. The program allows Amazon employees to improve their skills with any credit-bearing certificate or degree program at KCKCC.

Social Media Metrics and Selected Posts



Note: We did not boost posts in January or February, which is why there is a slight decline in Facebook and Instagram Reach metric.




Kansas City Kansas Community College

★ Favorites

February 23 · 🌐

KCKCC Building Engineering students are off to a great start this semester, which includes electrical training, plumbing, HVAC, welding and other activities such as framing a house. Great job Blue Devils! #KCKCCProud



👍

Get more likes, comments and shares

When you boost this post, you'll show it to more people.

Performance for your post

1,870 People Reached

27 Reactions, Comments & Shares

21 Like	16 On Post	5 On Shares
4 Love	4 On Post	0 On Shares
1 Comments	1 On Post	0 On Shares
1 Shares	1 On Post	0 On Shares


86 Post Clicks

41 Photo views	0 Link clicks	45 Other clicks
----------------	---------------	-----------------

NEGATIVE FEEDBACK

0 Hide post	0 Hide all posts
0 Report as spam	0 Unlike Page

Reported stats may be delayed from what appears on posts




Kansas City Kansas Community College

★ Favorites

February 3 · 🌐

Freshmen Paramedic students have been running cardiac scenarios, applying ACS protocols and interpreting 12-Lead ECGS. KCKCC Paramedic Program application process is now open for the Fall 2022 cohort. Information about the program and application packets can be obtained at <https://www.kckcc.edu/.../emergency.../paramedics.html> or picked up at the department offices on the main campus. Contact the program director for more information at jsmith@kckcc.edu or 913-288-7208! #KCKCCProud



Performance for your post

1,280 People Reached

13 Reactions, Comments & Shares

10 Like	10 On Post	0 On Shares
3 Love	3 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

10 Post Clicks

2 Photo views	2 Link clicks	6 Other clicks
---------------	---------------	----------------

NEGATIVE FEEDBACK

1 Hide post	0 Hide all posts
0 Report as spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

Post details



Kansas City Kansas Community College

★ Favorites · February 3 · 🌐

This Saturday, the men's and women's basketball teams are hosting the No. 1 ranked JCCC Lady Cavaliers and No. 2 ranked JCCC Cavaliers men's team. The women's game starts at 2 p.m., and the men's game begins at 4 p.m. Fans in attendance are asked to wear white as both contests will be a 'WHITE OUT' event! Please come to the KCKCC Fieldhouse on Saturday to cheer on the Blue Devils basketball programs as they look to knock off the undefeated JCCC basketball teams!



Performance for your post

1,184 People Reached

9 Reactions, Comments & Shares ⓘ

7 Like	7 On Post	0 On Shares
2 Love	2 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

20 Post Clicks

7 Photo views	0 Link clicks ⓘ	13 Other clicks ⓘ
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NEGATIVE FEEDBACK

1 Hide post	0 Hide all posts
0 Report as spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

Post details



Kansas City Kansas Community College

★ Favorites · February 16 · 🌐

KCKCC Weather Alert: Due to the anticipated inclement weather, all KCKCC locations are closed tomorrow, Thursday, February 17. All day and evening classes and events are canceled. Students that are enrolled in a health care related clinical should contact their faculty for arrangements.

🟢 **Get more likes, comments and shares**
When you boost this post, you'll show it to more people.

2,776

People reached

256

Engagements

Boost post

👍❤️🗨️ Ken Snyder, Khloe Crawshaw and 16 others · 5 Comments · 12 Shares

👍 Like 🗨️ Comment ➦ Share 🌐 ⓘ

Performance for your post

2,776 People Reached

54 Reactions, Comments & Shares ⓘ

25 Like	17 On Post	8 On Shares
5 Love	4 On Post	1 On Shares
3 Haha	1 On Post	2 On Shares
9 Comments	5 On Post	4 On Shares
12 Shares	12 On Post	0 On Shares

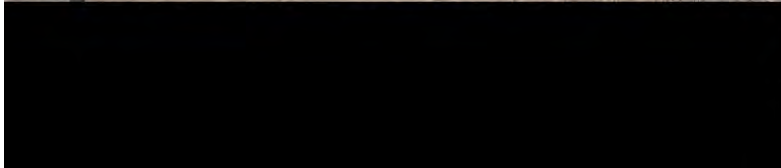
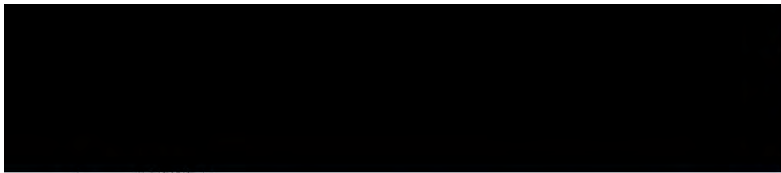
202 Post Clicks

0 Photo views	0 Link clicks ⓘ	202 Other clicks ⓘ
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NEGATIVE FEEDBACK

×

KCKCC @KansasCityKSCC Due to the anticipated inclement weather, all KCKCC locations are closed Wednesday, Feb. 2. All classes, activities and events are cancelled.	Impressions 1,578
	Total engagements 46
	Detail expands 26
	Profile clicks 12
	Likes 5
	Retweets 3

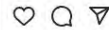


kansascityksc



kansascityksc Hope everyone is enjoying the snow today! Stay warm and safe out there Blue Devils! #kcccproud #kccccc #bluedevis #snow #pretty #staywarm #cold #beautiful #winter

1w



64 views

FEBRUARY 24



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kansascityksc Hope you are having a great week Blue Devils! #KCCCProud #kccccc #bluedevis #basketball #gobluedevis #community #fun #mascot

4w

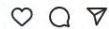


alexjhon002 Love it DM ❤️ @sports_gallery_ig



4w Reply

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FEBRUARY 1

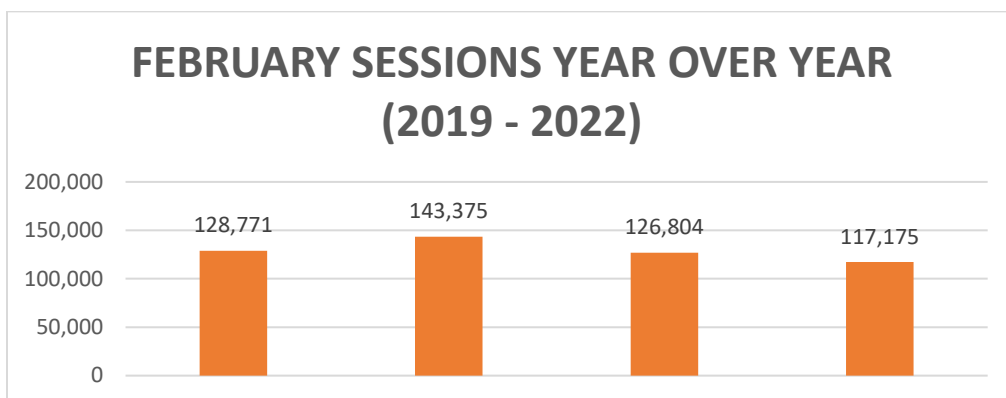


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General Website Information

The KCKCC Cascade Website Editor has been officially launched. This program allows faculty and staff to directly edit the KCKCC website and then submit it for approval and publishing. This should help keep the KCKCC website current and up to date. Training classes are being offered every Wednesday during the month of March. Seven future editors attended the first training on March 2, 2022, and eight future editors have signed up for the next few training sessions.



Top Webpages for February 2022

Webpage	Pageviews
Degree / Certificate Webpage	9,315
Get Ready Page	3,742
Web Advisor	3,073
Class Schedule	2,900
2021-2022 Academic Calendar	2,671



BOARD OF TRUSTEES REPORT
FINANCE & FACILITIES SERVICES
MICHAEL BEACH, CHIEF FINANCIAL OFFICER
MARCH 2022 REPORT

FINANCE - MICHAEL BEACH, CFO

- The college disbursed \$978,500 in COVID Emergency Relief Grants to students for Spring 2022. There will be another round of disbursements that will go out in the coming weeks.
- The college has approximately \$5,000,000 in Institutional COVID funds that will be reimbursed to the college prior to May 2022. This is the total remaining funds for both HEERF II and HEERF III. This makes the FY2022 Institutional HEERF funds total approximately \$9,900,000. Originally, we planned to draw this during FY2023, but the acceleration of the due date, has created the need to draw them down in the current year. Fortunately, the college has the losses and expenses to allow us to draw the full amount and not have to file for an extension and risk it not being granted.
- We recently provided Trustee Isnard and **all the Trustees a training on the college's** finance, budgeting, and accounting processes and information. Updated finance and budget informational materials have also been provided to the Trustees.
- The FY2023 budget process continues to move forward based on the timeline. All budget **presentations have been completed to the President's Extended Cabinet. The Compiled Budget Workbook will go out to the President's Cabinet this week to start their review** and evaluation of budget requests. The Strategic Opportunities **"New Ask" workbook has been compiled and has gone out to the President's Extended Cabinet for evaluation and** priority ranking. The Capital Projects Budget workbook has been completed. Proposed projects will be evaluated and ranked for priority.
- The new student housing project continues to move along a couple of weeks ahead of schedule. People are getting excited that the building is taking shape inside and out. As weather improves we will start to see more work being done on the landscaping, driveway, parking lot, and amphitheater.
- We have compiled a short list of food service vendors to be considered to contract for **the college's food services**. We plan to send an RFP out in the next 2-4 weeks. We will look at local service providers as well. We are taking a multi-tiered approach (local and larger regional and national vendors), this is because the larger vendors usually want a minimum revenue guarantee which is often created through mandatory meal plans for students in housing. KCKCC opted for cooking units in its housing intentionally so that meal plans would not have to be required, adding a significant cost to students. We are confident we will find a quality food service provider who will be able to meet the needs of the college and our students.

BOOKSTORE - MIKE GOWING, DIRECTOR

- Sales for the month of February were up 56% from \$19,165.86 to \$43,099.00.
- Students and staff continue to give suggestions on food choices. The bookstore will continue to meet those requests when possible.
- The TEC store has also widened their food selection.
- New vending machines have been installed at both main campus and TEC.

CENTRAL SCHEDULING - EVERETT FLETCHER, SUPERVISOR

- 153 Campus related activities held (i.e. meetings, workshops, events, exams).
- 5 Co-sponsored/Community events held at NO charge.
- 4 Outside Business/Community events held FOR charge.
- 11 requests/invoices prepared for upcoming events to be held on the campus of KCKCC.

FACILITY SERVICES - CHRIS GARDNER, DIRECTOR

ACCOMPLISHMENTS: partial list

- Excavated all pipes for BPU project at print shop and framed for concrete.
- Trimmed trees at Police Academy & around pond.
- Repaired TEC 2 water softener.
- Completed FY 22-23 expense & capital budgets.
- Attended Wyandotte County stakeholder advisory committee meeting.
- Patched potholes as needed.
- Repaired stop blocks at wellness.
- Completed demos of CMMS systems.
- Repaired PCC drive.
- Completed supervisor training.
- Installed new batting cage nets.
- Performed snow removal tasks for 3 snow events.
- Cleaned up the campus from snow event tree damage.
- Installed plexiglass partitions in TEC 1 electrical classroom.
- Set-up for all indoor as well as outdoor events.
- **Campus wide wall repair after Cintas dispensers' installation.**
- Completed scope of responsibilities & staffing plan for in-house landscaping proposal & TEC custodial work.
- Completed cleaning of all exterior glass at all locations.
- Worked to establish a composting program for all locations.
- Reviewed TEC budget requests.
- Submitted HVAC proposal for LCF for cost sharing purposes.
- Worked with Jelena on furniture replacement for Learning Spaces.
- Completed equipment inventory for Facility Services and BEMT Program.
- Student housing interior and exterior signage.
- Established remaining Facilities Services responsibilities for AET program.
- Compiled an equipment and maintenance needs list for Student Housing.
- Started work on equipment needs for a commercial construction program.
- Continued EquipID trial program, worked with IT to procure technology to support program.
- Began procurement of supplies and equipment for new Student Housing.

- Upgraded LED lights installed in Upper Math hallway.
- Installed drop-in electrical outlets on 3405 Science room.
- All table baskets for wire management installed in 3405 Science room.
- Completed installation and set-up of Fume Hoods in 3405 Science room.
- Upper Learning Commons carpet repaired.
- **New carpet installed in Blue's Kitchen Cabinet and offices.**
- CAD drawings completed for Student Housing Signage plan.
- CAD drawings completed for Endowment Office Remodel.
- CAD drawings completed for Pioneer Career Center gymnasium project.
- **Monitor installed in Director's office and CAD technicians' office.**
- Ceiling grid completed for Darkroom remodel room # 2159.
- Installation of LEDs in Media Services was completed.
- Chillers tubes brushed and preventative maintenance completed.
- Completed rigid conduit at Field House demo.
- All drywall repairs, primer, and dual coat of paint completed for 3403 Science room.

GOALS FOR NEXT MONTH: partial list

- Pour pads for BPU switch gear replacement project.
- Put together scope and a high-level schedule for asset tagging.
- Order shades for upper & lower Jewell.
- Repair and preventative maintenance on building roofs at main campus and TEC.
- Organization storage space in the Facilities Services building.
- Continue repairs on streets, lots, and potholes.
- Create ADA access concrete work from bus stop leading to main sidewalk.
- Complete drive-way leading to PAC dock.
- Make repairs to parking lot around the drains at TEC 1.
- Continue updating building signage main campus.
- Complete list of equipment needs for commercial construction program.
- Continue work on FY 22-23 budgets as needed.
- Complete implementation of composting program college wide.
- Complete proposal for additional paint booths for Automotive Collision Repair Program.
- Establish staging areas for Conco equipment and rail cars of furniture.
- Ceiling grid installation for room 3403.
- Install new banners around campus.
- Continue wall repair, paint, window framing, and sheet rock installation 3403.
- Complete Upper Math Hallway paint remodel.
- **Complete Lower Math Hallway LED's update.**
- Complete Food Pantry remodel.
- Continue updating building measurements in CAD.
- **Complete Janitor's Closet Nursing.**
- Complete Media Services wall and soundproofing.
- Cooling Tower preventative maintenance.
- Classrooms HVAC filters replaced.

CAMPUS POLICE - ROBERT PUTZKE, CHIEF

Summary:

- New Security Guard Sharon Harrell started with the department February 9.
- Officers John Anderson and Robel Bekele took and passed their Reciprocity test to be certified in the state of Kansas on February 25.
- Part-time officer Mike Golden retired from the department effective February 1, 2022.
- Officers Jonathan Berry, Rod Schubert, Cory Havner, Chris Allison and Scott Breshears attended In-Service Training at the Kansas City Kansas Police Academy to fulfill state requirements.

Kansas City Kansas Community College
Monthly Financial Summary

February - YTD FY2022		
	Results	Comments
Total Assets	\$ 133,771,042	Net decrease of \$3.6M for the month; See H1 below
Total Liabilities	\$ 45,590,475	Net decrease of \$1.15M for the month; See H1 below
Net Position	\$ 88,180,567	Net decrease of \$2.4M; See H4 below

Summary: Revenue and Expenses	Results	Comments
Total Revenues	\$ 65,570,743	\$5.2M in revenues for the month; See H2
Operating Expenses	\$ 48,776,867	\$8.4M in expenses for the month; See H3
Increase /(Decrease) in Net Positions	\$ 16,793,876	YTD increase in Net Position is expected for February; See H4 below
Current Month - Burn Rate	\$ 8,361,748	Monthly burn rate is \$3.7M more than January. CY Budgeted monthly burn rate = \$7.14M
PRIOR YEAR MONTH - Burn Rate	\$ 8,123,082	

Highlights / Key Financial Initiatives	
H1	The net decrease in total assets is largely due to net cash received from revenues, less cash used to pay operating expenses and liabilities. Total liabilities decreased during the month due to normal timing differences of accrued expenses and other accounts payable in the amount of \$1.15M. The College's total YTD operating cash position is approximately \$11.9M better than last year's YTD cash position.
H2	Revenue received during the month of \$5.2M is largely due to federal financial aid drawn down to disburse to students for Spring Semester in the amount of approximately \$2.46M; \$2.5M in Institutional Covid funds; and \$224K in Auxiliary Revenues.
H3	Operating Expenses during February were \$8.36M. This monthly burn is consistent with expectations, due to the large financial aid disbursement, which this year includes Covid Relief paid to students. Total expenses are approximately \$239K more than total monthly expenses during February 2021. Monthly expenses are 9.76% below the YTD budget to actual expenditure rate of 66.66%.
H4	The College's overall net position decreased \$2.4M during February. This decrease is the result of operating expenses exceeding revenues for the month. This decrease is expected for February because revenues are not sufficient to cover operating expenses.

Risks / Issues	
R1	The top risk continues to be the status of the college's enrollments due to COVID-19. While enrollments for Spring Semester are up approximately 5% compared to FY 2021 Spring Semester, they still trail Spring Semester 2020. The College has received "one-time" HEERF revenues to cover increased costs due to COVID for the current fiscal year.
R2	Recent direction from the Department of Education indicates that all Federal HEERF Funds expire in May 2022 (this is one year after the College received its HEERF III award through ARPA). However, there is the ability to file for a one-year extension, making the effective expiration date May 2023. The college has requested the extension form for consideration. The recommendation from the Department of Education is to submit the extension 90 days prior to expiration date of the current grant. Plans are to file that extension by mid-February.

KANSAS CITY KANSAS COMMUNITY COLLEGE
Interim Summary Financial Statements - February 2022
Year to Date Fiscal Year 2022, with comparison to Fiscal Year Ended June 30, 2021

Summary Statement of Net Position

	YTD FY2022	Audited Year-End FY2021
Assets		
Current Assets	\$ 64,330,551	\$ 67,239,992
Noncurrent Assets	69,440,491	57,715,075
Total Assets	<u>\$ 133,771,042</u>	<u>\$ 124,955,067</u>
Liabilities		
Current Liabilities	\$ 7,957,291	\$ 12,533,388
Noncurrent Liabilities	37,633,184	37,633,184
Total Liabilities	45,590,475	50,166,572
Net Position	<u>88,180,567</u>	<u>74,788,495</u>
Total Liabilities and Net Position	<u>\$ 133,771,042</u>	<u>\$ 124,955,067</u>

Summary Statement of Revenue Expenses and Changes in Net Position

	YTD FY2022 Actual	Annual Budget	Annual Variance	YTD FY2021 Actual	Percent Used Actual to Budget
Operating Revenues	\$ 26,936,562	\$ 34,420,330	\$ (7,483,768)	\$ 22,610,296	78.26%
Non-Operating Revenues, Net	38,634,181	57,762,262	(19,128,081)	36,721,142	66.88%
Total Revenues	65,570,743	92,182,592	(26,611,849)	59,331,438	71.13%
Operating Expenses	48,776,867	85,687,565	36,910,698	46,452,485	56.92%
Increase/(Decrease) in Net Positions	<u>\$ 16,793,876</u>	<u>\$ 6,495,027</u>	<u>\$ 10,298,849</u>	<u>\$ 12,878,953</u>	

KANSAS CITY KANSAS COMMUNITY COLLEGE							
STATEMENT OF REVENUES AND EXPENSES							
YTD FEBRUARY 2022							
		BUDGET	YTD	FORECAST	ACTUAL	VARIANCE	PERCENT
		FISCAL YEAR	ACTUAL	FISCAL YEAR	YTD	ACTUAL	USED ACTUAL
		FY 2022	2/28/2022	2022	2/28/2021	TO BUDGET	TO BUDGET
Operating Revenues:							
	Student Tuition and Fees	\$ 10,913,730	\$ 8,943,795	\$ 10,913,730	\$ 8,899,852	\$ (1,969,935)	81.95%
	Federal Grants and Contracts	19,875,000	15,171,025	19,875,000	11,414,832	(4,703,975)	76.33%
	State Contracts	568,000	603,168	568,000	324,156	35,168	106.19%
	Private Gifts, Grants & Contracts	263,000	183,100	263,000	148,000	(79,900)	69.62%
	Auxiliary Enterprise Revenue	2,525,000	1,801,809	2,525,000	1,737,205	(723,191)	71.36%
	Other Operating Revenue	275,600	233,665	275,600	86,251	(41,935)	84.78%
	Total Operating Revenues	34,420,330	26,936,562	34,420,330	22,610,296	(7,483,768)	78.26%
Nonoperating Revenues (Expenses)							
	County Property Taxes	44,900,250	25,575,652	44,900,250	25,620,991	(19,324,598)	56.96%
	State Aid	10,359,582	10,359,582	10,359,582	10,377,364	-	100.00%
	SB155 AID	3,004,750	2,976,540	3,004,750	1,144,299	(28,210)	99.06%
	Investment Income	100,000	23,562	100,000	18,401	(76,438)	23.56%
	Interest Expense on Capital Asset Debt	(602,320)	(301,155)	(602,320)	(439,913)	301,165	50.00%
	Transfer from Capital Reserves	-	-	-	-	-	0.00%
	Total Nonoperating Revenues	57,762,262	38,634,181	57,762,262	36,721,142	(19,128,081)	66.88%
Total Revenues		92,182,592	65,570,743	92,182,592	59,331,438	(26,611,849)	71.13%
Operating Expenses:							
	Salaries & Benefits	44,166,500	26,544,177	44,166,500	26,347,226	(17,622,323)	60.10%
	Contractual Services	1,646,482	1,123,150	1,646,482	1,130,524	(523,332)	68.22%
	Supplies & Other Operating Expenses	14,617,063	7,824,889	14,617,063	7,354,398	(6,792,174)	53.53%
	Utilities	1,972,500	1,110,322	1,972,500	1,072,891	(862,178)	56.29%
	Repairs & Maintenance to Plant	5,290,020	1,241,859	5,290,020	2,147,482	(4,048,161)	23.48%
	Scholarships & Financial Aid	13,775,000	10,912,426	13,775,000	8,275,598	(2,862,574)	79.22%
	Strategic Opportunities	1,250,000	-	1,250,000	-	(1,250,000)	0.00%
	Contingency	250,000	20,044	250,000	124,366	(229,956)	8.02%
	Debt Service	2,720,000	-	2,720,000	-	(2,720,000)	0.00%
Total Operating Expenses		85,687,565	48,776,867	85,687,565	46,452,485	(36,910,698)	56.92%
Increase in Net Position		\$ 6,495,027	\$ 16,793,876	\$ 6,495,027	\$ 12,878,953	\$ 10,298,849	
* We have utilized \$150,685 of the strategic initiative funding to date. The expenses were expended out of various Supplies & Expense accounts.							

KANSAS CITY KANSAS COMMUNITY COLLEGE
Summary Statement of Revenue Expenses and Changes in Net Position
YTD FEBRUARY 2022

	FY2022 Actual	Amended Budget	FY2021 Actual	Annual Budget	FY2020 Actual	Annual Budget	FY2019 Actual	Annual Budget
Operating Revenues	\$ 26,936,562	\$ 34,420,330	\$ 22,610,296	\$ 26,816,600	\$ 21,294,203	\$ 27,315,064	\$ 22,705,883	\$ 29,246,544
Non-Operating Revenues, Net	38,634,181	57,762,262	36,721,142	57,320,243	36,340,718	57,959,925	30,730,025	53,604,198
Total Revenues	65,570,743	92,182,592	59,331,438	84,136,843	57,634,921	85,274,989	53,435,908	82,850,742
Operating Expenses	48,776,867	85,687,565	46,452,485	79,144,659	47,557,288	80,812,679	48,686,791	79,979,223
Increase/(Decrease) in Net Positions	\$ 16,793,876	\$ 6,495,027	\$ 12,878,953	\$ 4,992,184	\$ 10,077,633	\$ 4,462,310	\$ 4,749,117	\$ 2,871,519

KANSAS CITY KANSAS COMMUNITY COLLEGE						
BANK BALANCES PER GENERAL LEDGER						
					YTD	PRIOR YEAR
FINANCIAL INSTITUTION	FUND NO.	FUND	CHECKING	INVESTMENTS	28-Feb-22	28-Feb-21
BROTHERHOOD BANK	25	FEDERAL PROGRAMS	\$ 507,035		\$ 507,035	\$ 520,042
BROTHERHOOD BANK	61	CAPITAL OUTLAY	\$ 4,028,535		\$ 4,028,535	\$ 2,663,421
BROTHERHOOD BANK	61	CAPITAL OUTLAY		\$ 3,183,827	\$ 3,183,827	\$ 3,174,284
BROTHERHOOD BANK	74	BOARD SCHOLARSHIP	\$ 281,048		\$ 281,048	\$ 278,675
LIBERTY BANK			\$ 508,271		\$ 508,271	\$ 505,849
COUNTRY CLUB BANK**	13/14	ABE-CONT. EDUCATION	\$ 457,077		\$ 457,077	\$ 202,275
COUNTRY CLUB BANK**	72	INCIDENTAL (AGENCY)	\$ 217,406		\$ 217,406	\$ 740,737
SECURITY BANK***	11	GENERAL FUND	\$ 42,762,149		\$ 42,762,149	\$ 30,864,651
SECURITY BANK	15	TECHNICAL ED FUND	\$ 820,851		\$ 820,851	\$ 821,391
SECURITY BANK	16	STUDENT UNION	\$ 1,455,463		\$ 1,455,463	\$ 1,111,112
		(AUXILIARY SERVICES)				
SECURITY BANK	63	STUDENT HOUSING	\$ 8,482,823		\$ 8,482,823	\$ -
		(CONSTRUCTION FUND)				
UMB BANK *	17	PAYROLL	\$ -		\$ -	\$ -
TOTAL			\$ 59,520,658	\$ 3,183,827	\$ 62,704,485	\$ 40,882,437
	Current	Previous Month	Previous Year			
91-day Treasury Rate	0.360	0.240	0.030			
* Payroll clearing account normally carries a \$-0- balance unless tax payment deadline falls after the close of the current month.						
** No interest paid, no fees charged.						
***No Fees assessed by Security Bank and Brotherhood Bank.						

Kansas City Kansas Community College										
Cashflow Analysis (General & TEC Funds)										
July 1, 2021 to June 30, 2022										
July 1, 2020 to June 30, 2021										
Month	FY2022	FY2021	FY2022	FY2021	FY2022	FY 2021	FY2022	FY2021	FY2022	FY2021
	Operational	Operational	Operational	Operational	Net	Net	Transfers	Transfers	Cash	Cash
	Cash	Cash	Cash	Cash	Change	Change	In/Out	In/Out	Balance	Balance
	Inflow	Inflow	Outflow	Outflow						
June									33,389,214	20,787,707
July	2,723,922	3,429,836	(6,357,332)	(5,377,634)	(3,633,410)	(1,947,798)			29,755,804	18,839,909
August	10,086,186	7,193,429	(10,957,213)	(6,050,200)	(871,027)	1,143,229	(1,712)	(21,297)	28,883,065	19,961,841
September	9,451,036	9,565,036	(11,990,740)	(8,587,336)	(2,539,704)	977,700	1,580		26,344,941	20,939,541
October	10,893,451	3,690,944	(4,301,288)	(5,631,319)	6,592,163	(1,940,375)			32,937,104	18,999,166
November	2,223,477	2,867,892	(8,911,138)	(7,238,935)	(6,687,661)	(4,371,043)			26,249,443	14,628,123
December	3,934,558	1,098,189	(7,770,982)	(5,601,686)	(3,836,424)	(4,503,497)			22,413,019	10,124,626
January	29,192,526	29,633,372	(7,384,183)	(7,094,270)	21,808,343	22,539,102			44,221,362	32,663,728
February	8,597,739	5,455,993	(9,236,101)	(6,433,678)	(638,362)	(977,685)			43,583,000	31,686,043
March	4,568,105	4,568,105	(9,345,892)	(9,345,892)	(4,777,787)	(4,777,787)			38,805,213	26,908,256
April	5,013,271	5,013,271	(8,372,819)	(8,372,819)	(3,359,548)	(3,359,548)			35,445,665	23,548,708
May	1,080,147	1,080,147	(6,094,356)	(6,094,356)	(5,014,209)	(5,014,209)			30,431,456	18,534,499
June	23,392,021	25,572,380	(10,717,664)	(10,717,664)	12,674,357	14,854,716			43,105,813	33,389,214
Totals	111,156,439	99,168,594	(101,439,709)	(86,545,790)	9,716,730		(132)	(21,297)		
Bold = Actual										
	77,102,895		(57,672,876)							
GL Balance	General Fund	\$ 42,762,149								
	TEC Fund	\$ 820,851								
		\$ 43,583,000								

KANSAS CITY KANSAS COMMUNITY COLLEGE
Debt Position
YTD FEBRUARY 2022

Debt Issuance	Original Issue Date	Original Maturity Date	Original Principal Issued	Refinance Principal Issued	New Maturity Date	Balance 6/30/2021	Payments FY22 Due Date	Amount	Less Interest	Balance 6/30/2022
COP-Capital Lease Oblig	7/1/2013	6/1/2027	\$5,750,401	\$1,585,000	4/1/2023	\$815,000	6/1/2022	\$425,988	\$25,988	\$415,000
	3/1/2014	5/1/2029	\$8,045,000	\$4,025,000	4/1/2026	\$3,040,000	5/1/2022	\$633,140	\$93,140	\$2,500,000
	3/1/2020			\$11,095,000	4/1/2029	\$9,480,000	4/1/2022	\$2,129,200	\$379,200	\$7,730,000
	3/1/2020			\$4,270,000	4/1/2029	\$4,260,000	4/1/2022	\$133,990	\$103,990	\$4,230,000
Revenue Bond Oblig	1/27/2021		\$19,840,000	NA	NA	\$19,840,000	9/1/2021	\$763,847	\$763,847	\$19,840,000
			<u>\$33,635,401</u>	<u>\$20,975,000</u>		<u>\$37,435,000</u>		<u>\$4,086,165</u>	<u>\$1,366,165</u>	<u>\$34,715,000</u>

Predictive Model of Significant Annual Cash Flows - FY2022

Inflows		Outflows	
	Description Amount	Description Amount	
July			
August	State Aid - Disbursement 1 \$ 5,179,791	Insurance (\$450,000)	
	Covid Student Relief Funds \$ 800,000	(Down Payment)	
	Covid Institutional Funds \$ 2,299,660	Financial Aid Refunds (\$800,000)	
September	Tax Distribution \$ 2,845,034	Financial Aid Refunds (\$3,050,000)	
	Current Tax \$ 982,000	COP - Interest on Debt (\$241,595)	
	Heavy Truck \$ 992	(Certificates of Participation)	
	Motor Vehicle \$ 1,550,000		
	Commercial Motor Vehicle \$ 11,500		
	Motor Vehicle Excise \$ 10,792		
	RV \$ 7,000		
	Delinquent \$ 282,750		
	Financial Aid Draw \$ 3,200,000		
	Covid Student Relief Funds \$ 1,750,000		
October	Tax Distribution \$ 808,695	COP - Interest on Debt (\$46,570)	
	Current Tax \$ 2,750		
	Motor Vehicle \$ 582,600		
	Commercial Motor Vehicle \$ 2,500		
	RV \$ 1,489		
	Delinquent \$ 219,356		
	SB 155 Funding - Disb \$ 3,200,000		
November		COP - Interest on Debt (\$12,994)	
		Insurance Payment (\$300,000)	
December			
January	Tax Distribution \$ 22,536,268		
	Current Tax \$ 20,823,779		
	Heavy Truck \$ 6,700		
	Motor Vehicle \$ 830,000		
	Commercial Motor Vehicle \$ 18,153		
	Motor Vehicle Excise \$ 11,332		
	RV \$ 3,518		
	Industrial Revenue Bonds \$ 477,786		
	Delinquent \$ 365,000		
	State Aid - Disbursement 2 \$ 5,179,791		
February	Financial Aid Draw \$ 3,000,000	Financial Aid Refunds (\$2,550,000)	
	Covid Student Relief Funds \$ 1,250,000		
March	Tax Distribution \$ 1,679,021	COP - P & I (\$2,021,595)	
	Current Tax \$ 986,300	(Principal and Interest)	
	Heavy Truck \$ 3,260		
	Motor Vehicle \$ 373,500		
	Commercial Motor Vehicle \$ 119,600		
	RV \$ 1,061		
	Delinquent \$ 195,300		
April		COP - P & I (\$586,570)	
May		COP - P & I (\$412,994)	
June	Tax Distribution \$ 17,031,232		
	Current Tax \$ 15,600,000		
	Heavy Truck \$ 2,230		
	Motor Vehicle \$ 980,000		
	Commercial Motor Vehicle \$ 27,500		
	RV \$ 6,200		
	Industrial Revenue Bonds \$ 192,302		
	Delinquent \$ 223,000		

ELECTRICAL USAGE

DATE	KWH	DOLLARS	CENTS	DATE	KWH	DOLLARS	CENTS
			PER KWH				PER KWH
1/30/2017	669,778	\$67,660	10.10	1/30/2018	693,552	\$89,219	12.86
2/27/2017	520,873	\$59,658	11.45	2/28/2018	607,766	\$81,656	13.43
3/30/2017	571,377	\$66,275	11.59	3/28/2018	523,914	\$76,238	14.55
4/27/2017	488,937	\$62,282	12.73	4/27/2018	543,350	\$80,058	14.73
5/30/2017	519,433	\$63,673	12.25	5/30/2018	489,912	\$69,589	14.20
6/29/2017	493,221	\$63,308	12.83	6/28/2018	465,616	\$66,247	14.22
7/28/2017	517,966	\$69,963	13.50	7/30/2018	508,674	\$65,879	12.95
8/30/2017	509,347	\$65,091	12.77	8/30/2018	519,245	\$66,724	12.85
9/28/2017	471,352	\$68,199	14.45	9/28/2018	441,010	\$67,393	15.28
10/30/2017	510,088	\$66,797	13.09	10/30/2018	523,678	\$74,199	14.16
11/29/2017	440,328	\$72,722	16.51	11/29/2018	553,893	\$79,005	14.26
12/28/2017	<u>543,884</u>	<u>\$75,020</u>	13.79	12/28/2018	<u>566,892</u>	<u>\$80,894</u>	14.27
year 2017	6,256,584	\$800,648	12.79	year 2018	6,437,502	\$897,101	13.98
1/30/2019	609,645	\$83,726	13.73	1/30/2020	501,163	\$72,729	14.51
2/27/2019	625,832	\$80,202	12.81	2/28/2020	507,458	\$71,243	14.03
3/28/2019	554,141	\$78,123	14.09	3/30/2020	488,515	\$73,813	15.10
4/29/2019	510,325	\$73,381	14.37	4/30/2020	279,539	\$47,494	16.90
5/30/2019	441,276	\$66,651	15.10	5/28/2020	296,200	\$53,723	18.13
6/27/2019	436,477	\$63,796	14.61	6/30/2020	412,142	\$61,005	14.80
7/31/2019	537,680	\$64,553	12.00	7/30/2020	456,500	\$64,387	14.10
8/29/2019	494,320	\$67,133	13.58	8/28/2020	417,396	\$58,039	13.90
9/27/2019	485,749	\$63,507	13.07	9/29/2020	478,281	\$67,910	14.10
10/30/2019	528,274	\$73,213	13.85	10/29/2020	479,090	\$75,859	15.80
11/26/2019	440,981	\$65,663	14.89	11/25/2020	443,240	\$65,829	14.85
12/30/2019	<u>524,192</u>	<u>\$72,943</u>	13.91	12/30/2020	<u>595,900</u>	<u>\$77,901</u>	13.07
year 2019	6,188,892	\$852,891	13.83	year 2020	5,355,424	\$789,932	14.94
1/28/2021	581,940	\$75,663	13.00	1/31/2022	678,586	\$89,277	13.15
2/25/2021	664,720	\$76,586	11.52	2/25/2022	585,600	\$81,504	13.91
3/30/2021	568,580	\$73,401	12.90				
4/29/2021	516,220	\$64,693	12.53				
5/27/2021	446,300	\$57,583	12.90				
6/29/2021	529,020	\$58,806	11.11				
7/29/2021	484,980	\$61,788	12.73				
8/31/2021	551,720	\$70,049	12.69				
9/29/2021	521,420	\$68,641	13.16				
10/31/2021	522,405	\$70,567	13.50				
11/29/2021	570,895	\$74,484	13.04				
12/31/2021	<u>471,750</u>	<u>\$68,536</u>	14.52				
year 2021	6,429,950	\$820,797	12.80				

BOARD OF TRUSTEES REPORT

HUMAN RESOURCES

MARCH 2022

Human Resources

Human Resources started planning for the employee recognition/years of service event. As we continue to see a reduction in COVID-19 cases across the county, we are planning for an in-person luncheon on May 6, 2022.

Training and Development

Human Resources conducted Supervisor Training virtually over three half-days in February:

Wednesday, February 23, 2022, 9:00am-12:00pm
Welcome and Introductions <i>Christina McGee, Chief Human Resources Officer</i>
Diversity <i>Gaby Flores, Director Center for Equity, Inclusion, and Multicultural Engagement</i>
Understanding and Managing Time and Leave <i>Sean Burkett, Employee Relations Business Partner</i> <i>Angie Masloski, Payroll Coordinator</i>
Workplace Communication: Giving Constructive Feedback <i>Sheila Joseph, Talent Development Manager</i>
Thursday, February 24, 2022, 9:00am-12:00pm
The Hiring Process <i>Victoria Anderson, Employment Coordinator</i>
FMLA, ADA, and Worker's Compensation <i>Sherita Miller-Williams, Benefits Coordinator</i>
Friday, February 25, 2022, 9:00am-12:00pm
Performance Evaluations <i>Sean Burkett, Employee Relations Business Partner</i>
The Disciplinary Process <i>Sean Burkett, Employee Relations Business Partner</i>

Between 21 and 29 new and current supervisors attended each of the seven sessions. The training was well-received. A survey of participants indicated a rating of "Excellent" and "Very Good"

from most participants for the training overall and for each session. HR is currently working on a proposal to conduct Supervisor Training with a variety of topics more than once a year.

Professional development needs assessment meetings continue to be conducted across the college, and proposals for addressing those needs continue to be developed for consideration, including New Employee Orientation, Compliance trainings, Diversity Equity and Inclusion trainings, and Outstanding Customer Service training.

In response to the Employee Engagement Committee listening sessions, college-wide Customer Service Guidelines, including phone, in-person, email, and videoconferencing communication, are being developed to ensure internal and external customers have a similar experience.

Employment

Human Resources has identified VerifiedFirst as our new background check vendor. VerifiedFirst will allow the college to complete new hire background checks electronically and reduce the paperwork required for hiring managers. The training and transition to VerifiedFirst should be completed by the end of March.

In response to the listening sessions about the recruitment and onboarding process, the Human Resources team reviewed the feedback and identified areas where the recruitment and hiring process can be improved based on recommendations from employees that participate in the listening sessions. Human Resources will be working on implementation of the changes. It's our hope to communicate the changes next month.

Center for Equity, Inclusion and Multicultural Engagement (CEIM)

Gabriela Flores and Dr. Reem Rasheed attended Title IX training with Husch Blackwell on February 9th & 10th.

Gabriela Flores delivered the Diversity & Inclusion module for New Hire Orientation on February 9, 2022 to approximately 6 new KCKCC employees. In addition to New Hire Orientation, CEIM developed and delivered a learning module for Supervisor Training, which was held February 23rd -25th (9am – Noon). The focus of the 60-minute module was on inclusive organizational culture, the traits of an inclusive leader and other ways to integrate equity and inclusion into the daily operations of the department.

Gabriela Flores collaborated with Tom Grady of the Center for Teaching Excellence on the first of four offerings focusing on DEI topics on February 4, 2022. The session addressed 'Unconscious Bias' and how it manifests in the classroom, as well as address some strategies for mitigating bias in our learning spaces.

BOARD OF TRUSTEES REPORT

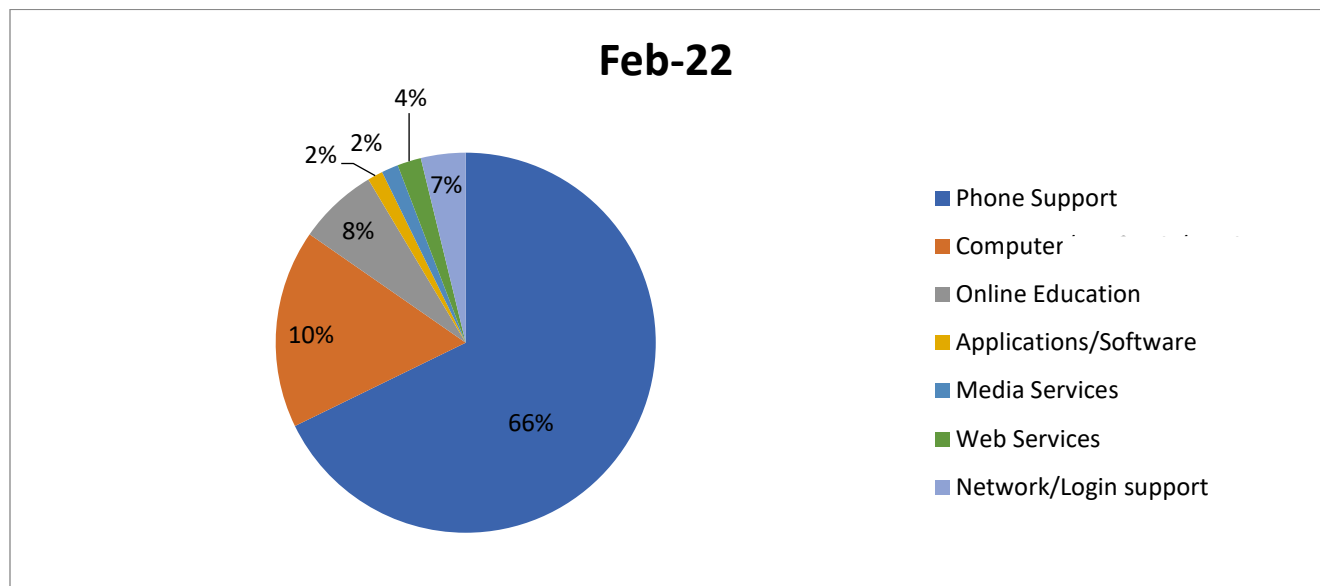
Peter Gabriel, Chief Information Officer

ACADEMIC SUPPORT

- Completed transition to Self Service.
- Assisted with Mail Merge in Counseling & Advocacy.
- Met with Career Services Coordinator to assist with new support and career fairs.
- Assisted faculty and staff members with Microsoft Teams.
- Assisted with Chat with the President event.
- Attended various Senate meetings.
- Met with Admissions Team to review Self Service updates.
- Reviewed Concurrent High School student communication and changed to reflect move to Self Service.

COMPUTING SERVICES

- 273 tickets were issued during the month of February - 318 tickets were resolved.
- The average time spent on each ticket was 2.85 days.
- 537 helpdesk calls were taken in February - average time per call was 3.45 minutes.



MEDIA SERVICES

- Setup and recorded the monthly Board of Trustees Meeting. Made a broadcast copy for the college's cable channel and a video archival of the Board of Trustees Meeting.
- Setup via Zoom a virtual/hybrid Board of Trustees Meeting.



- February 2022 Board of Trustees Meeting:
 - Vimeo analytics: 7 peak viewers during the live stream, average time watched 47 minutes and 52 seconds. <https://vimeo.com/manage/videos/676440838/analytics>
 - Facebook analytics: 359 views (on demand 3 likes).
<https://www.facebook.com/KansasCityKansasCommunityCollege/videos/651163639434512>
- Setup, recorded, and live streamed Monthly Finance Committee Meeting.
- Setup and streamed KC Live Jazz from the KCKCC Band room
- Streamed Athletic events for the month of February.
- Recorded Hall of Fame inductees and students for the luncheon April 22, 2022.
- Setup a hybrid meeting for John Stafford for a music festival in Arkansas.

NETWORK SERVICES

- Self-Service Web App Availability - 99%
- Student Recruiter Web App Availability - 99%
- MyDotte Web App Availability - 99%
- Email Availability for employees and students - 99%
- Network Switch and Phone and Availability - 98%
- Microsoft updates and security patches were installed on 152 servers.
- Upgrade of all computers to Windows 10 Version 21H2, project still in progress.
- Monthly (or as needed) computer software updates in progress: Chrome, FireFox, Java, Adobe Acrobat Reader DC, this is only a small list that comes from our Microsoft Defender Vulnerability list.
- Computers that still have Microsoft Office 2016 are being updated to the latest version of Office 365. This project is nearing completion.
- We are in the beginning phase of updating our Hyland software environment. This will include upgrading our servers and the application. The current desktop application will go away and be replaced by a web application that has more features.
- We are working with Ellucian on a statement of work (SOW) to upgrade our Ellucian Colleague server/database environment.
- A couple of new projects/integrations have also started, eRezLife and Handshake.
- A network speed test server has been implemented at each location. This will give us the ability to test network speeds from any connection in the building, back to the server room and help us troubleshoot network connectivity and throughput issues.
- Our domain wildcard certificate has been renewed and updated on all servers/sites where it is utilized.

To align with Excel in CTE Program guidelines, these fee changes are being recommended for students who enroll in courses covered under the Excel in CTE Program. This proposal does not impact existing Special Course Fees charged to non-Excel in CTE students.
Contact Vice President of Academic Affairs (jpope@kckcc.edu) or Chief Financial Officer (CFO@kckcc.edu) for further information.

Biomanufacturing Certificate		21/22 Course Fee	22/23 Course Fee	Student or HS Pays	Prog Tot
BIOL 0105	Lab Coats	\$ 147.00	\$ 30.00	\$ -	
BMFR 0145	Textbook	\$ 10.00	\$ -		
BMFR 0146	MT1 certification exam	\$ 320.00	\$ 320.00	\$ -	
		\$ 477.00	\$ 350.00	\$ -	\$ 350.00

Early Childhood Education Development Certificate - A					
ECED 0100	Liability insurance, uniforms, e-textbook, program items	\$ 131.99	\$ 132.00	\$ -	
ECED 0110	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
ECED 0111	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
ECED 0150	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
		\$ 221.96	\$ 222.00		\$ 222.00

Early Childhood Education Development Certificate - B					
ECED 0112	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
ECED 0113	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
ECED 0143	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
ECED 0170	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
ECED 0180	E-Textbooks	\$ 29.99	\$ 30.00	\$ -	
		\$ 149.95	\$ 150.00	\$ -	\$ 150.00