



BOARD OF DIRECTORS MEETING

June 30, 2020

**Manhattan Area Technical College at
5:30 p.m.**

Zoom Meeting

2020

Therese Adams – Chair (Riley)

Board of Directors

LJ Baker – Vice Chair (Riley)
Wendy King-Luttman (Clay)
Tim Flanary (Pottawatomie)
David Fritchen (Riley)

Administration/Staff

Jim Genandt (President/CEO)
Tracy Geisler (Exec. Assistant, board Clerk, RDC)
Sarah Phillips (VPSS/CAO/CSAO)
Carmela Jacobs (VP Operations/CFO/HR)
Josh Gfeller (Chief Info Security Officer)
Nathan Roberts (Dean Career/Tech Ed)
Neil Ross (Dean of Student Services)
Chris Boxberger (Director TitleIII/Adult Ed)



**Board of Directors Meeting Agenda
Manhattan Area Technical College
Tuesday, June 30, 2020
Zoom Board/live stream meeting
at 5:30 p.m.**

Board of Directors:

___ Adams, Therese Chair (Riley) ___ Fritchman, David (Riley) ___ Vacant
___ L.J. Baker Vice Chair (Geary) ___ King-Luttman, Wendy (Clay)
___ Flanary, Timothy (Pottawatomie) ___ Vacant

Administration/Staff:

___ Genandt, Jim (President/CEO) ___ Geisler, Tracy (Board Clerk) ___ Phillips, Sarah
___ Jacobs, Carmela ___ Gfeller, Josh ___ Ross, Neil
___ Roberts, Nathan ___ Boxberger, Chris ___ Dietrick, John
___ Faculty Senate

___ **Call to Order**

___ **Zoom Meeting reminders** (Tracy)

___ **Incidental Information**

- BOD Member Community Report

___ **Consent Agenda** (Routine items requiring BOD action) *

- May 2020 Meeting Minutes (Attachment 1)*
- Approval of May Check Register w/Threshold Expenditures (Attachment 2) *
- Organizational Update (Attachment 3) *
- President's Report (Attachment 4) *

___ **General Agenda** (Items possibly requiring BOD Action)

- Review Interim Budget (Attachment 5) – Carmela
- Review Wamego Interim Budget (Attachment 6) – Carmela
- Recommendation: Academic Calendar Adjustment (Attachment 7) * – Sarah
- Recommendation: Approval of transaction with Northeast Oklahoma Tech Center (Attachment 8) * – Jim and Sarah

_____ Discussion of Ends (Demonstration, Testimonial, or Report of Results related to Board Mission)

- College Covid-19 updates – Carmela and Sarah
- President Updates (USD 383, Covid-19, etc.) - Jim
- Title III and Adult Ed Update - Chris

_____ Evaluation of Board Process

- Board Members
 - Interview Committee
 - Chair/Vice Chair

_____ Ownership Linkage (Related to Owner Expectations, “Gaps”, Meeting Expectations, Identifying New Needs of Employers, etc.)

- Foundation/Resource Development Update - Jim and Tracy

EXECUTIVE SESSION: Student Matters

EXECUTIVE SESSION: Confidential Matters (Board member discussion/selection)

- Action to be taken in open session after executive session

Meetings and Upcoming Events

- No July Meeting
- August Board Retreat - TBA

* Requires BOD Action

Note: As allowed under the Kansas Open Meetings Act, there will be no public comment periods held during Manhattan Area Technical College Board Meetings.

Manhattan Area Technical
College Board of Directors
Meeting

May 28, 2020 Room 104a

Zoom/live stream meeting
at 5:30 p.m.

1. The Board of Directors of the Manhattan Area Technical College met May 28, 2020 at 5:30p.m. in room 104a using social distancing with zoom and live streaming for employees.

Members present: Randall Anderes, Therese Adams, Wendy King-Luttman, David Fritchen, L.J. Baker and Timothy Flanary

Members absent: None

Also present Jim Genandt, President/CEO; Tracy Geisler, Executive Assistant/Board Clerk/Resource Development Coordinator; Sarah Phillips, VP Student Success/CAO/CSAO; Carmela Jacobs, VP Operations/CFO/HR; Josh Gfeller, Chief Information Security Officer; Neil Ross, Dean of Student Services; Chris Boxberger

Faculty Senate: Brian Koch and Jeff Pishny

2. CALL TO ORDER

- Randall Anderes called the meeting to order at 5:30 p.m.

3. INCIDENTAL INFORMATION:

- L.J. Baker discussed his meeting with Dr. Regional Eggleston, Superintendent for Geary County Schools USD 475. Tracy will be reaching out to Dr. Eggleston for a tour of our facilities.

4. CONSENT AGENDA (Routine items requiring BOD action) *

- L.J. Baker moved to approve the Consent Agenda (attachments 1-4), Therese Adams seconded. Motion carried 6 yeas, 0 nays.

5. GENERAL AGENDA (items possibly requiring BOD action)

- Academic Program Proposal: Certificate A in Business Management (Attachment 5) was presented to the board via email. Certificate A in Business Management was approved by the board 6 yeas, 0 nays as presented via email vote on May 11, 2020.
- Sarah Phillis presented Critical Environment Technologies Associated in Applied Science and Certificate B (attachment 6). After discussion, Therese Adams moved to approve the Critical Environment Technologies Associated in Applied Science and Certificate B as presented. Wendy King-Luttman seconded. Motion carried 6 yeas, 0 nays.

6. EVALUATION OF BOARD PROCESS

- Jim Genandt and Tracy Geisler discussed the current board member openings.
- Interview sub-committee will be Randall Anderes, L.J. Baker and David Fritchen. The interview sub-committee will begin interviews and bring back a recommendation to the board.

7. DISCUSSION OF ENDS (Demonstration, Testimonial, or Report of Results related to Board Mission).

- Updates were given:
 - Jim Genandt – USD 383, and Covid-19, etc.
 - Chris Boxberger – Title III and Adult Ed Update
 - Sarah Phillips and Nathan Roberts – Update on Instruction
 - Carmela Jacobs – Facility and HR Update
 - Josh Gfeller – Security/Remote Update
 - Neil Ross – Student Services Update
 - Brian Koch and Jeff Pishny – Faculty Senate Update

8. OWNERSHIP LINKAGE (related to Owner Expectations, “Gaps”, Meeting Expectations, Identifying New Needs of Employers, etc.).

- Jim Genandt and Tracy Geisler discussed the updates with resource development and the foundation.

EXECUTIVE SESSION: PERSONNEL MATTERS ON NON-ELECTED PERSONNEL (non-renewal)

Therese Adams moved to go into executive session to discuss personnel matters on non-elected personnel at 7:02 p.m. and return to open session at 7:07 p.m. At 7:07 p.m. Therese Adams moved to return to open session. David Fritchen seconded. Motion Carried 6 yeas, 0 nays.

IN OPEN SESSION:

In Open Session, Therese Adams moved to approve the following motion: With recommendation from legal counsel, I move to make clarification in regards to the January 28, 2020 board of directors meeting. After executive session discussion regarding program financial program review, a motion was moved and approved for the discontinuation of the Automotive Collision Repair Program directing the President and his senior staff to make necessary notifications and arrangements to end the program per the requirements of any appropriate State, Federal, or Accreditation Agency. The notification discussion included the board approval of notification to Linn Schroll (Auto Collision Repair Instructor) of MATC’s intent to non-renew his contract for 2020-21 Academic year no later than May 15, 2020. The board was informed by administration that verbal notification would be given before written notice. Wendy King-Luttman seconded. Motion carried 6 yeas, 0 nays.

EXECUTIVE SESSION: PERSONNEL MATTERS ON NON-ELECTED PERSONNEL (President’s

evaluation/contract). At 7:08 p.m. Therese Adams moved to go into executive session to discuss personnel matters on non-elected personnel (President’s evaluation/contract) and return to open session at 7:38 p.m. Tim Flanary seconded. Motion carried 6 yeas, 0 nays. At 7:38 p.m. Therese Adams moved to return to open session. LJ. Baker seconded. Motion Carried 6 yeas, 0 nays. At 7:40 p.m. Therese Adams moved to go back into executive session and return to open at 7:55 p.m. Wendy King-Luttman seconded. Motion carried 6 yeas, 0 nays. At 7:55 p.m. Therese Adams moved to return to open session. Tim Flanary seconded. Motion carried 6 yeas, 0 nays.

IN OPEN SESSION:

In Open Session, Therese Adams moved to approve the following motion: After evaluation and discussion from all board members, I move to approve President Jim Genandt’s contract commencing on July 1 for year 2020-21 rolled to include 2021-22 and 2022-2023 with no increase in compensation at this time.

Wendy King-Luttman seconded. Motion carried 6 yeas, 0 nays

Attachment 1

ADJOURMENT: Randall Anderes, Board Chair adjourned the meeting at 7:57 p.m.



June 30, 2020

Attachment 2

To: The Board of Directors
From: Carmela Jacobs, Vice President of Operations/CFO
Re: May 2020 Expenditures

Category	Costs	%
Payroll, Withholdings and Benefits	\$ 423,204.38	70.17%
Facilities	\$ 42,606.70	7.06%
Student Payments	\$ 17,675.50	2.93%
Program Expenditures	\$ 23,297.07	3.86%
ALC Operating Costs (excluding salary/benefits)	\$ 151.19	0.03%
Wamego	\$ 27,223.63	4.51%
Other Operating costs	\$ 68,961.62	11.43%
Total May Expenditures	\$ 603,120.09	100%

Threshold Expenditures > \$5,000				
Vendor Name	Item(s) Purchased	Cost	Department	Funding
BBN Architects	Architect Services	\$ 23,812.82	All School	general fund
A-Lert Building Systems	Roof - Capital Outlay Portion	\$ 35,853.50	All School	capital outlay
Zoom Video Communications	Annual Subscription	\$ 11,971.33	All School	title III
Instructure	Canvas Subscription	\$ 15,461.55	All School	title III
KPERS	PR 4.30.20 payroll deduction	\$ 8,761.09	All School	payroll deductions
KPERS	PR 5.15.20 payroll deduction	\$ 8,663.59	All School	payroll deductions
KPERS	PR 05.31.20 payroll deduction	\$ 8,678.43	All School	payroll deductions
Nationwide	Remit Payroll Deductions	\$ 5,616.49	All School	payroll deductions
BCBS	June 2020 Health Insurance Premium Payment	\$ 42,644.49	All School	general fund
KS Dept of Revenue	Remit KS State Taxes - PR 04.30.20	\$ 6,109.67	All School	payroll deductions
KS Dept of Revenue	Remit KS State Taxes - PR 05.15.20	\$ 5,847.99	All School	payroll deductions
KS Dept of Revenue	Remit KS State Taxes - PR 05.31.20	\$ 6,170.85	All School	payroll deductions
IRS	Federal Tax Payment/Remit PR 4.30.20 Deductions	\$ 41,290.88	All School	pr ded/general fund
IRS	Federal Tax Payment/Remit PR 5.15.20 Deductions	\$ 39,148.75	All School	pr ded/general fund
IRS	Federal Tax Payment/Remit PR 5.31.20 Deductions	\$ 41,806.66	All School	pr ded/general fund
Total May Expenditures Exceeding Threshold		\$ 301,838.09		



MEMORADUM TO: The Board of Directors
 FROM: Jim Genandt, President
 Human Resources
 DATE: June 30, 2020
 SUBJECT: Consent Agenda: Organizational Update

New Hire/Rehires/New Positions					
Employee Name	Position Title	DOH	Department	Funding Source	Status
Promotions/Title Changes					
Employee Name	Position Title	DOC	Department	Funding Source	Status
Separations/Retirements					
Employee Name	Position Title	DOS	Department	Funding Source	Status
Linn Schroll	Instructor - ACR	6/30/2020	ACR	Operating	Program Closure/Non Renewal
Advertised Positions					
Position Title			Department	Funding Source	Status
Adjunct Opportunities for Consideration			All Departments	Operating	Open
Electric Power and Distribution Program Assistant			EPD	Operating	Open

President's Report: June 2020

Again, much of June was consumed in meeting our obligations to ensure a safe work environment on campus due to COVID-19, as well as wrap up the spring semester, submit reports, and a series of meetings related to current and future projects. For staff and administrators, summer does not mean things slow down. In many instances, the pace is even faster.

Owner Expectations:

- ✓ 6/1 & 6/10—Interviews with prospective members of the Board
- ✓ 6/11—Led the meeting of the Kansas Technical College presidents with guests from KBOR and TRANE
- ✓ 6/15—Participated in the monthly internal HLC monitoring meeting
- ✓ 6/17-18—Participated in the System Council of President and Kansas Board of Regents meetings and presented updates on the Kansas Technical Colleges

Employer Needs & Response:

- ✓ 6/4—Participated in the Governor's Education Council Work-Based Learning Committee
- ✓ 6/5—Participated in a meeting to finalize assistance to NE Oklahoma Tech Center with the EPD program curriculum
- ✓ 6/16—Participated in the Manhattan Chamber of Commerce board meeting with an update on MATC
- ✓ 6/18—Consulted with the State Department of Commerce on potential COVID-19 stimulus funds related to technical education
- ✓ 6/22—Tracy, Harry, Dr. Wade, and I presented to Kent Glasscock and Rebecca Robinson about the career academy and work-based learning project
- ✓ 6/23—Tracy, Harry, and I presented to Terry Holdren and staff of Kansas Farm Bureau, and to Vern Hendrick and Gary Fees from the Greater Manhattan Community Foundation.
- ✓ Tracy and I met with Jason Smith, George Kandt and Daryn Soldan from the Manhattan Chamber of Commerce about the career academy and work-based learning project and Wamego project
- ✓ 6/24—Tracy and I met with representatives of Geary County Hospital and our board of directors (LJ and Wendy)
- ✓ 6/25—I led a Zoom meeting with representatives of the Governor's Education Council, WSU-Tech, and other persons regarding apprenticeship training

Resource Development:

- ✓ 6/10—Provided my update to KMAN, stressing the career academy and Wamego projects and resource opportunities
- ✓ 6/16—Met with Trinium and BBN on the Wamego renovations
- ✓ 6/17—Participated in the SPARK Town Hall meeting hosted by State Senator Tom Hawk
- ✓ 6/18—Tracy and I presented to the Pottawatomie County Economic Development Committee about the Wamego project
- ✓ 6/22—Josh, Tracy, and I met with Jeff Wick of WTC about the Wamego project and their support



2020-2021 Interim Operational Budget

Note: The following presentation excludes grants Title IV funds

	6/30/2021
OPERATING REVENUES	
Student tuition and fees	\$ 3,942,008
Federal grants and contracts	\$ 672,000
State and local grants and contracts	\$ 297,028
Sales and services of educational departments	\$ 30,000
Other	\$ -
Total operating revenues	<u>\$ 4,941,036</u>
OPERATING EXPENSES	
Salaries	\$ 3,516,980
Benefits	\$ 923,834
Contractual Services	\$ 609,102
Supplies and other operating expenses	\$ 1,830,994
Utilities	\$ 140,000
Repairs and Maintenance	\$ 78,000
Depreciation and amortization	\$ 290,000
Total operating expenses	<u>\$ 7,388,910</u>
OPERATING INCOME (LOSS)	<u><u>(2,447,874)</u></u>
NON-OPERATING REVENUES (EXPENSES)	
State appropriations	\$ 2,427,422
Interest Income	\$ 27,000
Interest expense	\$ (6,000)
Total Non-Operating Revenues (Expense)	<u>\$ 2,448,422</u>
	<u><u>\$ 548</u></u>



2020-2021 Interim Operational Budget (Wamego)

Note: The following presentation excludes grants Title IV funds

	6/30/2021
OPERATING REVENUES	
Student tuition and fees	\$ 200,000
Federal grants and contracts	\$ -
State and local grants and contracts	\$ -
Sales and services of educational departments	\$ -
Other	\$ -
Total operating revenues	<u>\$ 200,000</u>
OPERATING EXPENSES	
Salaries	\$ -
Benefits	\$ -
Contractual Services	\$ 101,000
Supplies and other operating expenses	\$ 13,000
Utilities	\$ 21,000
Repairs and Maintenance	\$ 15,000
Depreciation and amortization	\$ 50,000
Total operating expenses	<u>\$ 200,000</u>
OPERATING INCOME (LOSS)	<u>-</u>
NON-OPERATING REVENUES (EXPENSES)	
State appropriations	\$ -
Interest Income	\$ -
Interest expense	\$ -
Total Non-Operating Revenues (Expense)	<u>\$ -</u>
	<u><u>\$ -</u></u>



TO: MATC Board of Directors

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

DATE: June 23, 2020

RE: Adjusted 2020-2021 Academic Calendar

Background Information

On June 9th K-State announced the adjustment of their Academic Calendar for the fall 2020 semester. Under the adjusted fall 2020 semester academic calendar, the first day of classes will be Monday, Aug. 17. The last day of classes will be Friday, Dec. 4, with finals week from Dec. 7-11. This moves the start and end dates of the semester up by one week compared to the currently approved academic calendar. The adjustment comes in response to the current pandemic situation and the probability of the continued circumstances during the fall 2020 semester.

To assist our dual enrolled students both at K-State and MATC, the administration, in partnership with Faculty Senate representatives, reviewed our current 2020 – 2021 Academic Calendar to determine if MATC should make similar adjustments.

Recommendation

The Administration, in agreement with Faculty Senate, respectfully request the Board of Directors approve the attached 2020-2021 Academic Calendar with date adjustments to the fall 2020 semester in alignment with K-State Academic Calendar.

2020-21 ACADEMIC CALENDAR

2020 FALL SEMESTER

JULY

8 A.D.N. Fall Semester classes begin

AUGUST

7 College In-Service | **CLOSED AT NOON**

12 Final Add Day

14 Orientation for General Education and Program Students

17 Fall Semester Begins | Tuition and Fees Due

18 Courses 8 weeks or less:
Last day to receive a 100% refund **

20 Courses 8 weeks or less:
Last day to receive a 50% refund **

21 Courses 9 – 15 weeks:
Last day to receive a 100% refund **

28 Courses 9 – 15 weeks:
Last day to receive a 50% refund **

Financial obligation deadline (See page 38)

31 Labor Day | **COLLEGE CLOSED**

SEPTEMBER

19 Fall Celebration & Car Show

OCTOBER

8 Last day to adjust financial aid

12 Start of 2nd 8-week Courses

NOVEMBER

23-27 Thanksgiving Break | **COLLEGE CLOSED**

30 Classes Resume

DECEMBER

7-11 Final Exams

12 Commencement

21-31 Holiday Break | **COLLEGE CLOSED**

2021 SPRING SEMESTER

JANUARY

1-3 Holiday Break | **COLLEGE CLOSED**

8 College In-Service | **CLOSED AT NOON**

14 Final Add Day

Orientation for new Program Students
(starting spring semester)

18 Martin Luther King Day | **COLLEGE CLOSED**

19 Spring Semester Begins | Tuition and Fees Due

20 Courses 8 weeks or less:
Last day to receive a 100% refund **

22 Courses 8 weeks or less:
Last day to receive a 50% refund **

25 Courses 9 – 15 weeks:
Last day to receive a 100% refund **

FEBRUARY

1 Courses 9 – 15 weeks:
Last day to receive a 50% refund **

Financial obligation deadline (See page 38)

MARCH

15-19 Spring Break | **NO CLASSES**

19 **COLLEGE CLOSED**

22 Classes Resume

Start of 2nd 8-week Courses

Last day to adjust financial aid

APRIL

15 Open House

MAY

10-14 Final Exams

15 Commencement

31 Memorial Day | **COLLEGE CLOSED**

2021 SUMMER SEMESTER

JUNE

3 Final Add Day

7 Summer Semester Begins | Tuition and Fees Due

8 Last day to receive a 100% refund **

10 Last day to receive a 50% refund **

Financial obligation deadline (See page 38)

JULY

5 Independence Day (Observed) | **COLLEGE CLOSED**

6 Classes Resume

30 Summer Semester Ends

TBD 2021 National CTE Letter of Intent Signing Day

Note: This calendar is accurate at the date of printing. Manhattan Area Technical College reserves the right to modify the calendar as necessary. Students, prospective students, and employees will be notified of changes as soon as possible.
** Refer to the Enrollment Management Calendar on Manhattan Tech Online for specific withdrawal dates on courses



TO: MATC Board of Directors

FROM: James Genandt/ CEO and Administration

DATE: June 23, 2020

RE: Transaction with NE OK Tech Center on EPD

Background Information

The attachment is the agreement between MATC and Northeast Oklahoma Tech Center for the sale of our EPD curriculum for their implementation at their center. The Center reached out to us about a year ago as they were not successful in receiving assistance within their state for electric lineman training. We conferred with their representatives and business partners, and developed this plan to assist them while maintaining our own program. The proposal also takes out any risk we might have in trying to operate our program in their state related to accreditation, state reporting, etc. The tech centers in Oklahoma are vo-tech entities, not part of K-12 or higher education. At the same time, this arrangement allows their program participants to work through us using prior learning assessment to complete an AAS with us at a future date if they so desire. The administration recommends approval of the agreement.

Recommendation

The Administration request the Board of Directors approve the attached MATC NE OK Tech EPD Transaction.

Sale and Transfer Agreement

This **Sale and Transfer Agreement** ("Agreement"), effective as of June 8, 2020 ("Effective Date") is made and entered into by and between **Manhattan Area Technical College** ("MATC"), a Kansas corporation, and **Northeast Tech** ("NT") a political subdivision of the State of Oklahoma, individually herein referred to as a "Party" and collectively as the "Parties".

WHEREAS, MATC has developed and owns Electric Power and Distribution (EPD) program curriculum, to wit: EPD Curriculum to provide competencies and objectives to train electric lineman; and

WHEREAS, NT desires to purchase and receive a copy of the EPD curriculum ("Copy") and MATC desires to sell and provide NT with Copy under the terms and conditions set forth in this Agreement for the purpose of training electric lineman;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, MATC and NT hereby agree as follows:

1. Sale; Purpose; Use of Copy.

1.1. MATC agrees to sell, convey, transfer, assign, and deliver Copy to NT, including curriculum course outlines, current instructional resources, collaboration of development and implementation of EPD curriculum, an agreed upon articulation agreement, and NT agrees to purchase Copy.

1.1a. Instructional Resources are further defined as currently established textbook and/or worksheets

1.1b. Effective for one (1) year from signed date of Agreement collaboration of development includes MATC providing intellectual support and guidance in establishment and development of Copy at NT.

1.1c. Collaboration of development and guidance can be established through multiple modalities to include a single travel to NT in which NT agrees to host MATC prior to the commencement of Copy. Travel expenses are encompassed under Consideration of Sale.

1.2. MATC agrees to coordinate and establish an articulation agreement with NT as to allow enrolled NT students to obtain an MATC Associates in Applied Science upon completion of all requirements

1.2a. As part of the articulation agreement, NT agrees to include a representative from MATC to participate and have a say in all advisory meetings, curriculum discussions, and changes that affect Copy.

1.3. NT shall not use Copy in any manner inconsistent with this Agreement.

2. Consideration for Sale

2.1. In consideration of the sale and transfer of Copy and the representations, warranties, and covenants as set forth in this Agreement, NT shall pay to MATC Five Thousand Dollars and No Cents (\$5,000.00).

3. Transfer of Ownership of Copy.

3.1. MATC acknowledges that upon the execution of this Agreement, Copy becomes proprietary to NT. All rights, title, and interest in and to Copy, are owned by NT. NT acknowledges that MATC shall retain ownership rights in and to the original EPD curriculum.

3.2. MATC represents and warrants that it is the owner of the original EPD curriculum and Copy, free and clear of all liens and other encumbrances, that no other person or entity has or claims to have any right to or interest in Copy, and that MATC is fully authorized to transfer complete ownership of Copy to NT.

4. Publications.

4.1 MATC agrees that upon transfer of ownership of Copy NT will have the right to publicly disclose any information related to Copy without prior written consent of MATC.

5. Intellectual Property.

5.1. Improvements. Any and all enhancements, improvements, and/or modifications, whether or not patentable, of or to the original EPD curriculum or Copy that are made, directly or indirectly, by either party, exclusively or with any other person or entity, shall be solely, fully and completely owned by the individual party.

6. Representations and Warranties.

6.1. Copy and any related materials delivered pursuant to this Agreement are understood to be education resources. MATC makes no representations and extends no warranties of any kind, either express or implied, to Copy and is providing Copy "as-is". MATC disclaims all express and implied warranties of merchantability or fitness for a particular purpose.

6.2. NT assumes all liability for damages that may arise from NT's use or NT's permitted employees' and/or students' use of Copy. To the extent permitted by law, MATC shall not be liable to NT for any loss, claim, or demand made by NT, or made against NT by any other person or entity, due to or arising from the use of Copy by or on behalf of NT. In no event shall either Party be liable to the other for any consequential, incidental, direct, indirect, or special damages in connection with this Agreement, however caused, whether based on contract, tort, warranty or other legal theory, and whether or not informed of the possibility of such damages or if such damages were reasonably foreseeable.

7. Severability.

7.1. If any provision of this Agreement is held to be unenforceable for any reason by any court or tribunal, such holding shall not affect the enforceability of the remainder of the Agreement.

8. Governing Law.

8.1. The laws of the State of Kansas shall govern the performance, enforcement, and interpretation of this Agreement. Any litigation arising out of or directly or indirectly related to this Agreement shall be brought and pursued exclusively in the Twenty-First Judicial District, Riley County Kansas.

9. Successors and Assigns.

9.1. This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement, and their respective successors, executors, administrators and assigns.

10. Entire Agreement.

10.1. This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire Agreement between the parties to this Agreement. No Party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all Parties to this Agreement. Upon execution of this Agreement, all prior Agreements or understanding between the Parties shall be void.

11. Amendment.

11.1. This Agreement may only be amended by a written Agreement, executed by all Parties.

12. Construction.

12.1. This Agreement shall not be interpreted against any Party on grounds that the Party was responsible for drafting any portion of it.

13. Attorney's Fees and Expenses.

13.1. In the event of a dispute under this Agreement, or concerning the enforcement of any term hereunder, each Party shall bear its own costs and expenses, including attorney's fees.

14. Counterparts.

14.1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

IN WITNESS WHEREOF, the undersigned have executed this Sale and Transfer Agreement as of the dates indicated below.

Manhattan Area Technical College ("MATC")

By: _____
Printed Name: _____
Title: _____
Date: _____

Northeast Tech ("NT")

By: *Rosalie Griffith*
Printed Name: Rosalie Griffith
Title: Board President
Date: 6-8-20