



**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
4:30 p.m., Tuesday, December 10, 2019 – Dankert Board Room**

<b>3:30 p.m.</b>	<b>Board Finance Committee Meeting</b> – President’s Conference Room.
<b>4:30 p.m.</b>	<b>Regular Board Meeting</b> – Dankert Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **RECOGNITIONS**
- IV. **PUBLIC COMMENT**
- V. **STANDING REPORTS**
  - A. Student Government Association Report – Gaby Guzman
  - B. Operational Staff Report – Amy Kerschner
  - C. Professional Employees Report – Terry Sader
  - D. Board Finance Committee Report – Ron Engelbrecht and Lance Lechtenberg
  - E. Foundation Board Report – Eileen Dreiling, Kim Krull
  - F. President’s Report – Kim Krull
  - G. Education Facilities Authority Report – Greg Joyce, Jim Howell, Kim Krull
- VI. **MONITORING REPORTS – NONE**
- VII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES - NONE**
- VIII. **BOARD ACTION ITEMS**
  - A. Board Bylaw Updates (Krull) ----- 6
  - B. Approval of June 30, 2019 Audit Report (Sherwood) ----- 9
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    - 1. Accept Retirement of Karen Karst-----10
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## DECEMBER BOARD RECOGNITIONS

- **Marlene Avery, Aby Fry, Deann Hinojosa, David Hubble, KyLee Pray, Barbara Templin, Diane Trask, Beth Walker, Bri Bright, Carley Bullard, Betsy Chairez, Abby Grief, Adan Navejas-Gallegos, Jay Plante, Siera VanArsdale, Mackenzie Cronk, Trey Brown, Olivia Dentis, Brodie Gladman, Tyler Luehrs, Carlos Rangel, Cassidy Watson, Justin Miller, Jimmy Bowman, Juanna Kelley, Sami Borsdor Kirkendoll, Cherokee Reagan, Michaela Ulrich, Shane Boyle, Nik Herrman, Evan Lawrence, Chassidee Luce, Blaise Mayes, Mitchell McAllister, Nathan McDonald, Kaiden Morris, John Reed, Madi Smith, James Spencer, Christian Tovar, Sam Varner, Zoe Abbott, Naomi Christensen, Brayden Coffey, Alex Hardin, Robert Hawkins, Kaylee Meikle, Jeremy Ross, Seth Thompson, Ian Weber, Brent Hogue, Steven Boudreau, Mitchell Sturdivant Jr, Hondo Garcia, Mathew Peek, Thomas Scott, Matt Treto, Jordan Wagner, John Templin, Rick Moose, Brett Martinez - Celebration of Freedom participants**

**MONITORING REPORTS**

NONE

**BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**

NONE

## BOARD ACTION ITEMS

### TOPIC for ACTION Board Bylaw Updates

#### **REPORT:**

In the work to update the Board of Trustees Handbook, a few suggested changes to the Board Bylaws are noted below. The suggested changes offer clarification to current bylaws and ensure currently approved policies are followed. The suggested additions are noted below and highlighted in yellow. The suggested deletions show strikethrough and are highlighted in blue. These suggested changes were discussed last month and are now up for approval.

#### **Under By-Laws:**

#### **MEMBERSHIP**

The Board of Trustees of Butler Community College is comprised of seven (7) members elected to four-year terms in November of each odd numbered year. (Starting November 2017.) Trustees shall have such duties and qualifications as defined by KSA 71-201.

- In December of even numbered years, the President's Office drafts a letter to the Butler County Election Office stating the positions open for election.
- Candidates file for election beginning January 1 of odd numbered years. The filing deadline is June 1 @ noon of odd numbered years. There is a \$20 filing fee.
- The election of Trustees is held in November of odd numbered years.
- Elected Trustees take office on the 2<sup>nd</sup> Tuesday of January of even numbered years.
- Pursuant to K.S.A. 71-201, the Board shall have the power to fill any vacancy which may occur in its membership for the balance of the unexpired term. The Board shall publish a notice one time in a newspaper having general circulation in the college district that the vacancy has occurred and that it shall be filled by appointment by the Board not sooner than 15 days after such publication.

#### **QUORUM**

A quorum of four members must be present to transact business at a Regular or Special Board Meeting and minutes must be kept.

The affirmative vote of a majority of the full membership of the Board shall be required for the passage of any motion or resolution.

## **EXECUTIVE SESSION**

Upon formal motion made, seconded, and carried, the Board may recess, but not adjourn, to a closed or executive session for the purposes authorized by and in accordance with the Kansas Open Meetings Act. Any motion to recess for closed or executive meeting shall include: 1) a statement describing the subjects to be discussed during the closed or executive meeting; 2) the justification listed in subsection (b) of K.S.A. 75-4319 for closing the meeting; and 3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meetings and shall be maintained as part of the permanent records of the Board. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion. No binding action shall be taken during a closed or executive session.

Additional information on Executive Sessions is listed on page .....of this manual.

## **Under Community Relations:**

### **HANDLING COMPLAINTS**

Individual Board members or the Board may receive complaints. The following action should be taken in such cases:

- Suggest the complainant seek a remedy from the proper college official (i.e. Faculty member, Dean, Vice President, Associate Vice President of Human Resources).
- ~~Propose the complaint (submitted in written form) for a Board Agenda item only after avenue #1 has been exhausted.~~
- Submit the complaint to the President, preferably in writing, to allow facilitation of approved college complaint and grievance policies and processes.
- Complaints regarding the President should be submitted to the Board Chair.
- The college's approved policies and processes will guide action the Board may take.

~~When such complaints reach the Board, the Board may"~~

- ~~Take immediate action~~
- ~~Request the President to investigate the matter and report a recommendation or an action taken, or~~
- ~~Appoint its own special committee to conduct an investigation.~~

## **Under Professional Board Development and Benefits**

### **BOARD PARTICIPATION**

In accordance with KSA 71-201, Power of Trustees, members to the Butler Community College Board of Trustees shall be paid mileage and other actual necessary expenses incurred in the performance of their official duties including travel to and from Regular and Special Board Meetings. Mileage shall be at the set college rate and reimbursed on a

quarterly basis. All travel and reimbursement of expenses will follow approved Butler Community College policies.

**REIMBURSEMENT GUIDELINES**

Convention registration, hotel reservation, travel expenses, meals, and set college rate/percentage for tips are approved convention expenses.

Car rental should not be used unless absolutely necessary and only when no other means of transportation which would be as economical is available.

Taxicab, uber, and lyft charges shall be allowed from bus, rail, or plane terminals to the destination of a meeting and between points of duty.

Long distance telephone calls and fax messages will be reimbursed for college business only. Personal calls are not to be charged to the college.

Board members shall not be reimbursed for travel expenses incurred by their spouse of other members of their family.

The college will not reimburse any official for expenses incurred for the purchase of alcoholic beverages. Additional non-reimbursable expenses include dry cleaning, personal entertainment expenses, tobacco products, traffic and/or parking fines, and tips to porters, maids, bellhops.

The Board members shall submit their expense account supported by paid, itemized receipts for reimbursement to the President's Executive Assistant.

**RECOMMENDED ACTION:**

Board Approval of the by-law changes.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by: Kim Krull  
Supervisor: Board of Trustees  
Date: November 12, 2019



**TOPIC for ACTION**  
**Audit Report Acceptance**

**REPORT:**

A representative of the firm BKD, LLP presented the June 30, 2019 audit to the Finance Committee on December 10, 2019.

A copy of the audit report and management letter were distributed to the Board under separate cover.

**RECOMMENDED ACTION:**

Recommend acceptance of the College's audit report for the period ending June 30, 2019.

**RECOMMENDED FUNDING SOURCE:**

Not applicable.

Submitted by:	Kim Sherwood
Supervisor:	Kent Williams
Date submitted:	November 19, 2019

**PERSONNEL**

**TOPIC for ACTION**  
**Retirement of Karen Karst**

**REPORT:**

Karen Karst, Bookstore Manager, has submitted her notice of resignation (retirement) effective December 31, 2019. Karen has been an employee of Butler Community College for 22 years.

**RECOMMENDED ACTION:**

The administration recommends that the Board accept the resignation notice for Karen Karst.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	November 25, 2019

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Dear Rita/Butler Community College,

Please accept this letter as notice of my resignation from my position as Manager of the Butler Community College Bookstore. My last day of employment will be December 31, 2019.

It has been a pleasure to work at the bookstore for the last 22 plus years. There are too many memories to recount here, but I will always treasure my time spent with you, our staff, and the students. It has been a privilege to work with everyone and be a part of Butler's valued role in this community. I wish all the staff and everyone at Butler every success going forward.

To ensure a smooth transition, I am available to help recruit and train my replacement. I will also make certain that all reporting and records are updated before my last day of work.

Sincerely,

*Karen L. Karst*

Karen L. Karst

**CONSENT AGENDA**



- Let's Take Tomorrow -

**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE REGULAR BOARD MEETING  
4:30 p.m., Tuesday, November 12, 2019 – Dankert Board Room**

**STAFF ATTENDANCE**

Kim Krull	Lora Jarvis
Bill Rinkenbaugh	Bill Young
Lori Winningham	Lori Moshier
Amy Kerschner	Donnie Featherston
Terry Sader	Kelly Snedden
Kent Williams	Tom Borrego
Shelley Stultz	Esam Mohammad

**BOARD ATTENDANCE**

Jim Howell  
Greg Joyce  
Lance Lechtenberg  
Ron Engelbrecht  
Eileen Dreiling  
Doug Law

Not Present  
Ken Bohon

**GUESTS**

Ray Connell, Legal Counsel  
Vince Haines, Gravity::Works  
Scott Rickard, City of El Dorado  
Julie Winslow, Trustee Elect  
Shelby Smith, Trustee Elect  
Heather Smith

**CALL TO ORDER**

Chair Joyce called the regular monthly meeting of the Board of Trustees to order at 4:33 p.m.

**APPROVAL OF THE AGENDA**

Chair Joyce said that the Executive Session needed to be moved to the beginning of the agenda to allow Legal Counsel to be present. Trustee Engelbrecht moved to approve the agenda. Trustee Lechtenberg seconded. The motion passed unanimously.

**EXECUTIVE SESSION**

Trustee Dreiling moved that the Board recess into executive session for consultation with legal counsel to include the Board, Dr. Kim Krull, Vince Haines, and Ray Connell with action to follow as appropriate.

The open meeting will resume here in the Dankert Board Room in 1 hour. Trustee Lechtenberg seconded. The motion passed unanimously.

The Board entered executive session at 4:34 p.m.

The Board returned to open session at 5:18 p.m.

Upon reentering open session, Trustee Engelbrecht moved to direct Administration to proceed with the City of Andover process as necessary for Platting the 40 acres (+/-) of the BCC property on 13<sup>th</sup> street; identify appropriate rights-of-way and easements for Yorktown and Commerce streets; and develop petitions indicating BCC shall be responsible for 60% of the road improvements along the property boundary in said rights-of-way; and City of Andover shall be responsible for 40% of said improvements; and the College will be responsible for the water improvements within said rights-of-way that are previously identified as part of the 5000 Building and Facilities/Manufacturing building project; and direct Administration to identify schedule for special assessments or other appropriate funding means for said improvements; and direct Administration to seek building permit to allow construction of the Facilities/Manufacturing building to proceed with its Occupancy Permit contingent upon completion of said platting and petition process.

Trustee Dreiling seconded.

President Krull said that this has been a year-long process of working through building permits in Andover and following the right steps in the appeal processes. We are now at a point where we don't have a lot of options and the City of Andover has come down in their asking percentage and we have to find a way to be out of the high school in May.

The motion passed unanimously.

## **RECOGNITIONS**

- **Emily Koontz, Fany Zamarripa Lopez, Kyle Brinker, William Parsons, Courtney Henry, Tori Wilson, Alexa Hunter, Roberta French, Haley Koontz, Hollie Gregg, MaKenna Hayes, Delenn Hubble, Ami Oda, Jessica Miller, Daneisha Dudley, Meagan Becker, Laci Becker, Wesley Hager, Grace Diekmann, Olivia DePew, Cassidi Doyle, Morissa Johnson, Addison Haiden, Alexis Lettermann, Rachel Barlett, Damilola Oshakuade, Chad Hibdon, Courtney Griffith, Jacob Bedell, Ben Jensen, Eric Sahagun, Annie Futhey, Allyson Skillman, Cassandra Wittmeier, Taliya Talley, Agerian Jackson, Bryce Hirayama, Shayna Espy, Deyton Araujo, Shanigue Masters, Tanis Newy, Kylie Watts, Kah Patterson, Madison Brown, Can Watts, Jakob Juul, Kaden Malm, Frank Burner, Cody Kluser, Shelbi Jordan, Brianna Hicks, Tonya Kerschner, Dr. Shellie Gutierrez, Dr. Dalia Hale, Susan Forrest, Kathy Gifford, Apryl Nenortas, Jordyn Cogan, Jaromy Green, Derek Foust,**

**Joseph Leibbrandt, Taylor Frank, Sandy Koontz, Brenda Nyberg, Hattie Denton** – Walnut River Water Festival

- **Dr. Noreen Templin** – Economist Educators Best in Class Teaching Award
- **Dr. Shellie Gutierrez** – Integrated Learning Through the Arts Course
- **Dr. Kelsey Harper** – Defending her Dissertation for her Doctorate Degree
- **Dr. Bethany Chandler** – Defending her Dissertation for her Doctorate Degree
- **Janet Schueller, Lori Link, LuShawn Vaughan, Raven Christian, Monica Dobbins, Carla Stephens, Shellie Dettweiler, Joan Hoover, Kim Hubble, Liz McNown, Melody Cantrell, Michele Ridder, Mitchell Taylor, Ruthann Farley, Sabrina Olson, Sarah Flora, Trent Schneweis, Kerri Smith, Christy Streeter, and Beth Eagleton** – #10 Ranked Nursing Program in Kansas
- **Mike Helmer and Adam Hunter** – Record Program Wins
- **Mohan Kambampati, Farideh Daneshi, Mary Jo Gemas, Tom Moore, Zhanna Pataky, James Phillips, Stephen Recker, Rene Skinner, Chrissy Unruh, Salyi Vu, Sherry Watkins** – Wichita Indochinese Center



**BUTLER COMMUNITY COLLEGE 2019  
HONOR ROLL OF EMPLOYEE VETERANS**

Richard Arthur	<b>US Army &amp; Army Reserves</b>	8 years	Tim Kamholz	<b>US Army</b>	18 years
Kelsey Barnett	<b>US Air Force</b>	3 years	Jason Kenney	<b>US Air Force &amp; Air National Guard</b>	24 years
Cloyse Bayless	<b>US Army</b>	12 years	Sheryl LeSage	<b>US Army</b>	4 years
Christopher Bond	<b>US Army</b>	4 years	Tevin Manuel	<b>US Air Force</b>	5 years
Gregory Cole	<b>US Army</b>	25 years	Aaron May	<b>US Air Force &amp; US Army</b>	26 years
John Cox	<b>US Air Force</b>	5 years	William McCarthy	<b>US Army</b>	2 years
Shellie Detweiler	<b>US Army &amp; Army Reserves</b>	15 years	Charles McNeil	<b>US Navy &amp; Navy Reserves</b>	20 years
Ron Engelbrecht	<b>US Army</b>	3 years	Leon Moore	<b>US Army Reserves</b>	6 years
Kris Estes	<b>US Air Force</b>	4 years	Rick Nichols	<b>US Army</b>	2 years
Scott Faulkner	<b>US Marine Corps</b>	3 years	Charles Ross	<b>US Army &amp; US Air Force</b>	19 years
Caleb Fistler	<b>US Army</b>	6 years	Stan Seymour	<b>US Air Force</b>	4 years
Billy Flynn	<b>US Air Force</b>	24 years	William Summers	<b>US Army</b>	6 years
Daniel Gorman	<b>Kanas Army National Guard</b>	31 years	Nathan Swink	<b>US Marine Corps</b>	4 years
Shellie Gutierrez	<b>US Air Force</b>	4 years	Mac Thompson	<b>US Navy</b>	4 years
Anatole Haidai	<b>US Air Force &amp; Kansas National Guard</b>	26 years	Lynn Umholz	<b>US Navy</b>	4 years
Tim Harder	<b>US Marine Corps</b>	8 years	John Waren	<b>US Navy</b>	6 years
Neal Harrison	<b>US Marine Corps</b>	24 years	Tiffany Whetzel	<b>US Air Force</b>	20 years
Michael Hefron	<b>US Navy</b>	4 years	Kevin Whitman	<b>US Air Force</b>	24 years
William Hughes	<b>US Army</b>	8 years	Kent Williams	<b>US Navy</b>	4 years
Perry Ireland	<b>US Navy</b>	5 years	Lori Winningham	<b>US Air Force</b>	4 years
Lorna Jester	<b>US Army</b>	7 years			

**435 Years of Service to the US Armed Forces! Thank you!!**



## **PUBLIC COMMENT- NONE**

### **STANDING REPORTS**

Student Government Association – Gaby Guzman, SGA President, reported that they held two big events recently. October 19<sup>th</sup> was homecoming and before the game 10 organizations from both the Andover and El Dorado campuses set up and ran booths in the parking lot. The booths ranged from cotton candy to games to get the students excited and engaged.

On November 1<sup>st</sup> they partnered with the Butler Volleyball team for the Black Out Volleyball Game. SGA provided customized t-shirts and pizza. Both games ended in a volleyball victory!

They are excited to do more big events and will host their spring retreat in December to plan all of the spring activities.

Paul , the SGA secretary/treasurer, also reported on some of the smaller events they did since the last meeting. They handed out candy on Halloween and sat in front of the cafeteria for three days to encourage students to register to vote.

On November 18<sup>th</sup>, they will partner with Grizzly Ambassadors to go to the Ronald McDonald house and fix a meal for the families staying there. The same day they have the student forums with Dr. Krull.

They have also been helping financial aid boost attendance at their events encouraging students to gain more financial literacy.

Operational Staff – Amy Kerschner reported that the next OpStaff meeting will be November 21<sup>st</sup>. Willow Dean and Christi Streeter will present their KCCLI project. OpStaff is also still taking pie orders through the 19<sup>th</sup>. They have already received 30 orders and this year they are available on Marketplace to order.

December 9<sup>th</sup> and 10<sup>th</sup> will be the annual employee craft show in the art gallery.

Professional Employees – Dr. Terry Sader said that there wasn't much to report at this time. Professional Employees are working hard. The faculty are working to finish up the semester and the advisors are working hard to give us a good kick off in the spring. It's very busy and only going to get to busier.

Board Finance Committee – Trustee Engelbrecht said they met briefly before the meeting to discuss the audit and the delays. The audit should be available for the December meeting. They also examined the Statement of Revenue and Expenses on page 109 in the Board Book. Trustee Engelbrecht reported that we are right on track compared to the budget and this same time last year.



Foundation Board Report – Trustee Dreiling reported that the next meeting will be on November 19<sup>th</sup>. Tom Borrego reported that the Foundation is busy right now with a lot of planning items to prepare to raise funds in the upcoming year. Their financial audit is completed and will be shared with their board at the next meeting. They are also in full swing with auction details and the sponsorships and solicitations are almost complete.

President's Report – Dr. Krull informed everyone that the KACCT Meeting will be December 6<sup>th</sup> and 7<sup>th</sup> in Johnson County. They are currently making plans to a Trustee Orientation in March along with the PTK luncheon.

Since this is the 5<sup>th</sup> year of the KCCLI program that was implemented to try and provide leadership opportunities in our Kansas community college system. They decided to survey pas participants and presidents to get feedback and find out if the program still has value and what things might need to be changed.

Jacki Vietti and Heather Morgan (from KACCT) provide the leadership for the program and they engaged an outside person to do the survey. The results of the survey were really positive. They like the rotation of the meetings among the community colleges and appreciate the speakers are both local and national and focus on issues and opportunities relevant to today's community colleges.

Some of the items that were listed for improvement were more discussions n budgeting and funding strategies as well as developing a mentor program where someone who has previously completed KCCLI would be matched with a current member. Some of the topics they would like to discuss included Title IX, fundraising, budgeting/finance, conflict management, athletic role in higher education and strategic planning. Overall KCCLI is a valuable program that will continue.

The annual Spirit of the Season concert is scheduled for the same night as our December meeting, December 10<sup>th</sup>. Our vocal music students partner with the Wichita Symphony for a great show. Dr. Krull said we could look at our agenda and try to keep in compact so those that wanted to attend will have the chance to go. Chair Joyce mentioned that in the past meetings have started earlier to allow for this as well. Lora will send a survey to see who is interested in attending and if we should plan to start the meeting a little earlier.

Lastly, Dr. Krull shared that the Butler football team as secured a Bowl bid. They will play in Miami, OK on December 8<sup>th</sup> at 2:00 p.m. They will play Trinity Valley Community College out of Texas. Butler's football team ended the season ranked 7<sup>th</sup> in the nation.

Education Facilities Authority Report – Trustee Howell said that two important things came out of the meeting last week. First is that Chair Joyce will be leaving the Board so we will need to find another representative. Secondly a request came thorough to use the facility for a for-profit organization which caused the Board to go back and review the

rates and reaffirm the fee schedule to alleviate any undue stress on any of the partnering entities in the facility.

## **MONITORING REPORTS** – NONE

### **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**

Board Bylaw Updates – Dr. Krull presented the Board with some updates in advance of the Trustee Orientations for the Trustee-Elects who will be taking office in January. Basically, she just added additional information to clarify the information that was already there. The Five areas where revisions were made were discussed:

*Membership* – Dr. Krull said she simply added the State Statute that we must adhere to when adding a Trustee

*Quorum* – She wanted to add language to clarify what an affirmative vote would be. She listed two options and the Board discussed them. Trustee Engelbrecht said he leaned toward option two to maintain the integrity of the entire Board. Trustee Law agreed and said he would feel more confident in the outcome of the vote and would better represent the entire Board. Both Trustee Howell and Chair Joyce agreed as well.

*Executive Session* – Though this information is listed further back in the manual, Dr. Krull thought it was important to add the information from the state statute here as well.

*Handling Complaints* – Dr. Krull suggested changes including additions and deletions that followed the college's policies on handling complaints as found in the master agreement and the employee handbook.

*Professional Board Development and Benefits* – Clarifications were added here that explained travel reimbursements to follow the college approved policies and additional items that are non-reimbursable items as well. A sentence to clarify that itemized receipts must be submitted was also added.

The suggested additions are noted below and highlighted in yellow. The suggested deletions show strikethrough and are highlighted in blue. These suggested changes are for discussion this month and can be on the agenda next month for action.

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#### **MEMBERSHIP**

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### **QUORUM**

A quorum of four members must be present to transact business at a Regular or Special Board Meeting and minutes must be kept.

Possible clarifications are examples from other community college policies if needed....

- 1) A majority affirmative vote is required for the motion to pass.
- 2) The affirmative vote of a majority of the full membership of the Board shall be required for the passage of any motion or resolution.

### **EXECUTIVE SESSION**

Upon formal motion made, seconded, and carried, the Board may recess, but not adjourn, to a closed or executive session for the purposes authorized by and in accordance with the Kansas Open Meetings Act. Any motion to recess for closed or executive meeting shall include: 1) a statement describing the subjects to be discussed during the closed or executive meeting; 2) the justification listed in subsection (b) of K.S.A. 75-4319 for closing the meeting; and 3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meetings and shall be maintained as part of the permanent records of the Board. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion. No binding action shall be taken during a closed or executive session.

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- Propose the complaint (submitted in written form) for a Board Agenda item only after avenue #1 has been exhausted.

- Submit the complaint to the President, preferably in writing, to allow facilitation of approved college complaint and grievance policies and processes.
- Complaints regarding the President should be submitted to the Board Chair.
- The college's approved policies and processes will guide action the Board may take.

~~When such complaints reach the Board, the Board may"~~

- ~~• Take immediate action~~
- ~~• Request the President to investigate the matter and report a recommendation or an action taken, or~~
- ~~• Appoint its own special committee to conduct an investigation.~~

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### **REIMBURSEMENT GUIDELINES**

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The college will not reimburse any official for expenses incurred for the purchase of alcoholic beverages. Additional non-reimbursable expenses include dry cleaning, personal entertainment expenses, tobacco products, traffic and/or parking fines, and tips to porters, maids, bellhops.

The Board members shall submit their expense account supported by paid, itemized receipts for reimbursement to the President's Executive Assistant.

Military Leave Policy – Shelley Stultz presented the Board with changes to the military leave policy as outlined below.

The following policy revisions provide for differential pay for up to 90 days of absence while on military leave in a fiscal year. The suggested additions are noted below and highlighted in yellow. The suggested deletions show strikethrough and are highlighted in blue.

## Section 5 – Employment and Payroll Information

### C. Leave Information

#### i. Military Leave

All employees required to fulfill military service obligations shall be granted a military leave of absence ~~without pay~~ and shall be entitled to the benefits provided under the Selective Service Act of 1948 as amended.

Employees who are granted military leave for voluntary or involuntary active military duty or training in the uniformed services may receive up to 90 days of differential paid leave per fiscal year (July 1 to June 30), unless they have already exhausted the maximum 90 days in that fiscal year. After the maximum 90 calendar days of Butler's paid military leave is exhausted, the employee may choose to either use paid time off (vacation, personal, professional leave) during the remainder of his/her military leave or elect to take an unpaid leave of absence.

A request for time off for military duty should be made to the employee's immediate supervisor or department head at least two (2) weeks in advance of the duty. The request should include the dates of departure and return, and should be accompanied by a copy of the official orders, if possible. To receive differential pay from the College during the military leave, the employee must furnish a certified statement of the military pay to the Human Resources/Payroll department.

After a brief discussion, Trustee Engelbrecht said that since it was not a huge expenditure and moved the college in the right direction, they should pass the policy changes today. Trustee Engelbrecht then moved to approve the policy changes as presented. Trustee Lechtenberg seconded. The motion passed unanimously.

### **BOARD ACTION ITEMS**

Ratification of the El Dorado Neighborhood Revitalization Project – Scott Rickard from the City of El Dorado presented the Board with the NRP which has already been passed by the City and School Districts.

**NEIGHBORHOOD REVITALIZATION PROGRAM  
INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as “Agreement”) entered into this 12 day of November, 2019 by and between the City of El Dorado, a duly organized municipal corporation hereinafter referred to as “City”, Board of Butler County Commissioners of Butler County, Kansas, hereinafter referred to as “Butler County”, Unified School District #490 hereinafter referred to as “USD 490”, Unified School District #375 hereinafter referred to as “USD 375”, and Butler Community College hereinafter referred to as “BCC”.

**WHEREAS**, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

**WHEREAS**, the agreement shall be submitted, pursuant to law, to the Attorney General of the State of Kansas for determination whether the agreement is in proper form and compatible with the laws of the State of Kansas; and

**WHEREAS**, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

**WHEREAS**, K.S.A. 12-17, 114 *et. seq.* (Kansas Neighborhood Revitalization Act (KNRA)) provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

**WHEREAS**, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. Supp. 12-17, 114 *et. seq.* by acting jointly.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOW:**

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein. If any provision of this agreement shall be held to be inoperative or unenforceable as applied in any particular case or to any particular participating Public Agency, or in all cases because it conflicts with any other provision or any other constitution or statute, or for any other such reason, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision invalid or inoperative or unenforceable to any extent. The effect and meaning of this agreement, the plan and the rights of all Public Agencies shall be governed by and construed according to the laws of the State of Kansas.

2. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the City, the County, and the District resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.
3. This agreement shall commence and expire per attached Exhibit A-Neighborhood Revitalization Plan.
4. This agreement shall include individual condemned properties (as determined and qualified by the City Building Inspector or the City Commission) or properties in a City of El Dorado rehabilitation/grant program. Any buildings in this section would need to qualify through a description of blight, health, or safety issues or grant programs as established by the City of El Dorado.
5. This agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.
6. The parties further agree that any party may terminate this agreement by providing 90 days (or other time period) notice in writing to the other parties. Provided, however, that any application for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

**IN WITNESS WHEREOF**, the Public Agencies have caused this agreement to be duly executed by their respective appropriate representatives.



**BUTLER COMMUNITY COLLEGE**

  
Greg Joyce, Chairman      11/12/19      Date

**ATTEST:**

  
Lora Jarvis, Secretary      11/12/19      Date



**RESOLUTION NO. 19-10**

**A RESOLUTION AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS, UNIFIED SCHOOL DISTRICT #490, UNIFIED SCHOOL DISTRICT #375, AND THE CITY OF EL DORADO**

**WHEREAS**, the City of El Dorado has requested Butler Community College to enter into an Interlocal Agreement with the Butler County Board of County Commissioners, Unified School District #490, Unified School District #375, and the City of El Dorado; and

**WHEREAS**, the Butler County (Kansas) Board of County Commissioners, Unified School District #490, Unified School District #375, and the City of El Dorado desire to enter into an Interlocal Agreement with Butler Community College; and

**WHEREAS**, the other parties named herein are desirous of entering into such an agreement with Butler Community College; and


**WHEREAS**, The purpose of the Interlocal Agreement is to promote the revitalization and development of certain areas within the City of El Dorado by promoting the rehabilitation, conservation and redevelopment of areas in order to protect the public health, safety and welfare of the residents of the community. More specifically, a tax rebate incentive will be available for certain improvement or renovations within this area.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BUTLER COMMUNITY COLLEGE THAT:**

Section 1. The Chairperson of the board be and is hereby authorized and directed to execute an Interlocal Agreement with the Butler County Board of County Commissioners, Unified School District #490, Unified School District #375, and City of El Dorado.

Section 2. This Resolution shall be in full force and effect upon its passage and approval by the Board of Trustees of Butler Community College.

ADOPTED this 12<sup>th</sup> day of November 2019.

  
Lora Jarvis, Secretary

  
Greg Joyce, Chairperson

Trustee Dreiling moved to pass Resolution 19-10. Trustee Lechtenberg seconded. The motion passed unanimously.

**CONSENT AGENDA**

Trustee – moved to approve the consent agenda as presented. Trustee – seconded. The motion passed unanimously. The consent agenda included the following items:

- Approval of Minutes of the Regular Board Meeting of October 8, 2019
- Approval of Bills and Warrants for October 2019 in the amount of \$4,710,883.59 (includes Expenditure Approval List - \$1,971,510.03 and Payroll - \$2,739,373.56)
- Approval of Wireless Infrastructure for the 5000 building in the amount of \$24,221.44
- Approval of Commercial Mowing Services in the amount of \$43,200.00
- Ratification of Flywire Contract in the amount of \$395 monthly
- Ratification of MOU with City of El Dorado for Fire Science
- Ratification of EMSI Analyst Database License Renewal in the amount of \$11,500.00
- Ratification of Clinical Affiliation Agreement with Wesley Rehabilitation Hospital

**SUPPLEMENTAL INFORMATION**

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – NONE

Board Calendars

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES  
November 2019 – December 2019**

<b>November Board Finance Committee</b>	Tuesday, November 12, 3:30 p.m. President’s Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>November Board Meeting</b>	Tuesday, November 12, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Dr. Krull Holiday Reception</b>	Mon, December 9 @ 5:00 p.m. Dankert Board Room	
<b>December Board Finance Committee</b>	Tuesday, December 10, 3:30 p.m. President’s Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>December Board Meeting</b>	Tuesday, December 10, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Spirit of the Season Free Holiday Concert @ Century II</b>	Tues, December 10 @ 7:30 p.m.	
<b>Employee Holiday Luncheon</b>	Thur, December 12, 11:00– 1:30 Clifford/Stone Room	
<b>Nurses Pinning</b>	Thur, December 12 @ 7:00 p.m.	<b>Trustee Welcome: Lance Lechtenberg</b>

<b>2019-2020 Board Meeting Dates</b>
Tuesday, November 12, 2019
Tuesday, December 10, 2019
Tuesday, January 14, 2020
Tuesday, February 11, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, March 10, 2020
Tuesday, April 14, 2020
Tuesday, May 12, 2020
Tuesday, June 9, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, July 14, 2020

<b>LOOKING AHEAD</b>		
<b>January Board Finance Committee</b>	Tuesday, January 14, 3:30 p.m. President's Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>January Board Meeting</b>	Tuesday, January 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<del>February Board Finance Committee</del> <b>Tour of 5000 Building Remodel</b>	Tuesday, February 11, 3:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>
<b>February Board Meeting</b>	Tuesday, February 11, 4:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>

### Fall 2019 ACTIVITY CALENDAR

Women's Bball v Bethel College JV (home)	Tue, November 12 @ 5:30 p.m.
Men's Bball v McPherson College JV (home)	Tue, November 12 @ 7:00 p.m.
Employee Forums	Thur, November 14 BOA – 11:30 a.m. BOE – 2:00 p.m.
Women's Bball v Tabor College JV (home)	Thur, November 14 @ 5:30 p.m.
Men's Bball v Moberly Area Comm College (State Fair Classic @ Sedalia, MO)	Fri, November 15 - TBA
Men's Bball v State Fair Comm College (State Fair Classic @ Sedalia, MO)	Sat, November 16 - TBA
Foundation Board of Dir. Meeting	Tue, November 19 @ 4:00 p.m.
Women's Bball v Northern OK College – Enid (home)	Tue, November 19 @ 5:30 p.m.
Men's Bball v Iowa Western (home)	Tue, November 19 @ 7:00 p.m.
Theatre <i>The Tragical History of Doctor Faustus</i>	Thur, November 21 @ 7:30 p.m. Fri, November 22 @ 7:30 p.m. Sat, November 23 @ 2:00 & 7:30 p.m.
Women's Bball v Northern OK College – Enid (away)	Fri, November 22 - TBA
Men's Bball v Bethany College JV (away)	Fri, November 22 @ 7:00 p.m.
High School Show Choir Festival Performance	Mon, November 25 @ 7:00 p.m.

Thanksgiving Break – COLLEGE CLOSED	November 27-29
Basketball v Seward County (away)	Wed, November 27 Women – TBA Men @ 7:30 p.m.
Women’s Bball v Colby (away)	Sat, November 30 - TBA
Men’s Bball v Colby (away)	Sat, November 30 @ 5:00 p.m.
Summer Enrollment Begins	Mon, December 2
Woodwind Recital E.B. White Gallery of Art	Mon, December 2 @ 7:30 p.m.
Brass & Percussion Recital Hubbard Welcome Center	Tues, December 3 @ 7:30 p.m.
Faculty Focus	Wed, December 4 BOA – 11:30 a.m. BOE – 2:00 p.m.
Basketball v Dodge City (home)	Wed, December 4 Women @ 5:30 p.m. Men @ 7:30 p.m.
Dance Showcase	Thur, December 5 @ 7:30 p.m.
KACCT Quarterly Meeting Johnson County Community College	Fri & Sat, December 6 & 7
Basketball v Hutchinson (home)	Sat, December 7 Women @ 1:00 p.m. Men @ 3:00 p.m.
Dr. Krull Holiday Reception	Mon, December 9 @ 5:00 p.m.
Finals Week	December 9-13
Spirit of the Season Free Holiday Concert Century II	Tues, December 10 @ 7:30 p.m.
Basketball v NW Ks Technical College (away)	Wed, December 11 Women – TBA Men @ 7:30 p.m.
Employee Holiday Luncheon	Thur, December 12
Nurses Pinning	Thur, December 12 @ 7:00 p.m.
Fall Semester Ends	Fri, December 13
Winter Break – COLLEGE CLOSED	December 23-January 1
Basketball v Barton (home)	Sat, January 4 Women @ 1:00 p.m. Men @ 3:00 p.m.
Spring Intersession Begins	Mon, January 6
Basketball v Pratt (home)	Wed, January 8 Women @ 5:30 Men @ 7:30 p.m.
New Adjunct Orientation (BOA 5000)	Sat, January 11
Basketball v Garden City (away)	Sat, January 11 Women - TBA Men @ 4:00 p.m.

Professional Development Days (PDD)	January 13-17
PDD Social Hour with Faculty	Mon., January 13
Basketball v Cloud County (away)	Mon, January 13 Women @ 6:00 p.m. Men @ 8:00 p.m.
Basketball v Allen County (home)	Wed, January 15 Women @ 5:30 p.m. Men @ 7:30 p.m.
Spring Intersession Ends	Fri, January 17
New Adjunct Orientation (BOA 5000)	Sat, January 18
Basketball v Independence (away)	Sat, January 18 - TBA
Martin Luther King, Jr. Holiday – COLLEGE CLOSED	Mon, January 20
Spring Semester Begins	Tue, January 21
Basketball v Neosho County (away)	Wed, January 22 Women @ 5:30 p.m. Men @ 7:30 p.m.
E.B. White Gallery of Art Anthony Marshall Exhibit Reception	January 24 – February 27  Thur, January 30 @ 6:00 p.m.
Music Theatre Choral Festival	Wed, January 29 9:00 a.m. – 3:30 p.m.
Basketball v Cowley County (away)	Wed, January 29 Women – TBA Men @ 7:30 p.m.
Basketball v Coffeyville (home)	Sat, February 1 Women @ 1:00 p.m. Men @ 3:00 p.m.
Student Forums	Wed, February 5 BOA – 11:30 a.m. BOE – 6:00 p.m.
Basketball v Cloud County (home)	Wed, February 5 Women @ 5:30 p.m. Men @ 7:30 p.m.
Second Saturday Training (BOA 5000)	Sat, February 8
Basketball v Allen County (away)	Sat, February 8 Women – TBA Men @ 4:00 p.m.
Basketball v Independence (away)	Mon, February 10 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Neosho County (away)	Wed, February 12 Women – TBA Men @ 7:30 p.m.
Faculty Focus	Thur, February 13 BOA – 11:30 a.m. BOE – 2:00 p.m.

Spring Census Day (20 <sup>th</sup> Day)	Mon, February 17
Foundation Board of Dir. Meeting	Tue, February 18 @ 4:00 p.m.
Basketball v Cowley County (away)	Wed, February 19 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Coffeyville (away)	Sat, February 22 Women – TBA Men @ 7:00 p.m.
Children’s Theatre <i>Uniquely Frank: An Alvin the Alligator Story</i>	Sat, February 22 @ 2:00 p.m.
Butler Kids’ Show Choir Spectacular	Sat, February 22 @ 6:30 p.m.
Men’s Basketball Region VI First Round	Wed, February 26 - TBA
Student Forums	Mon, March 2 BOA – 11:30 a.m. BOE – 6:00 p.m.
Vocal Concert <i>I’ve Got Music!</i>	Thur, March 5 @ 7:30 p.m. Fri, March 6 @ 7:30 p.m. Sat, March 7 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Kevin Kelly Exhibit Reception	March 5 – April 8  Thur, March 26 @ 6:00 p.m.
Butler Benefit Auction	Fri, March 6 @ 6:00 p.m.
PTK Luncheon & KACCT Quarterly Meeting Ramada Topeka Downtown	Thur, March 12
Spring Break – NO CLASSES	March 16-20
Faculty Focus	Thur, March 26 BOA – 11:30 a.m. BOE – 2:00 p.m.
Institutional Development Day (IDD) – NO CLASSES	Thur, April 9
Good Friday – COLLEGE CLOSED	Fri, April 10
Student Forums	Thur, April 16 BOA – 11:30 a.m. BOE – 6:00 p.m.
Theatre <i>The Servant of Two Masters</i>	Thur, April 16 @ 7:30 p.m. Fri, April 17 @ 7:30 p.m. Sat, April 17 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Student Art Show Awards & Reception	April 17 – May 2  Fri, April 17 @ 6:00 p.m.
Faculty Focus	Mon, April 20 BOA – 11:30 a.m. BOE – 2:00 p.m.
Spring Instrumental Concert	Fri, April 24 @ 7:30 p.m. Sat, April 25 @ 7:30 p.m.

Spring Vocal Concert <i>I've Got My Friends!</i>	Thur, April 30 @ 7:30 p.m. Fri, May 1 @ 7:30 p.m. Sat, May 2 @ 2:00 & 7:30 p.m.
Woodwind Recital	Mon, May 4 @ 7:30 p.m.
Brass Recital	Tues, May 5 @ 7:30 p.m.
Percussion Recital	Wed, May 6 @ 7:30 p.m.
Dance Showcase	Thur, May 7 @ 7:30 p.m.
Finals Week	May 11-15
E.B. White Gallery of Art Student Art Sale	Tues, May 12, 10:00 a.m. – 4:00 p.m.
Nurses Pinning	Thur, May 14 @ 7:00 p.m.
Fall Semester Ends	Fri, May 15
Order of the Purple	Fri, May 15 TBD
Commencement	Fri, May 15 TBD
Summer Semester Begins	Mon, May 18
Foundation Board of Dir. Meeting	Tue, May 19 @ 4:00 p.m.
Commencement Thank You Picnic Lunch	Wed, May 20 @ 11:30 a.m.
Memorial Day – COLLEGE CLOSED	Mon, May 25
Circle of Gold Society Luncheon	Fri, June 19 @ 11:30 a.m.
Independence Day (Observed) – COLLEGE CLOSED	Fri, July 3
Summer Classes End	Fri, July 24

**ADJOURNMENT**

Trustee Law moved that the Board meeting be adjourned. Trustee Lechtenberg seconded. The motion passed unanimously. The regular meeting of November 12, 2019 was adjourned at 6:33 p.m.

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Jim Howell – Secretary

**BILLS AND WARRENTS**

**TOPIC for ACTION**

**REPORT:**

Bills and Warrants for November 2019 - \$4,256,427.61 (includes Expenditure Approval List - \$1,411,949.97 and Payroll - \$2,844,477.64).

**RECOMMENDED ACTION:**

Approval of November 2019 bills and warrants.

**RECOMMENDED FUNDING SOURCE:**

Submitted by: Yolanda Hackler  
Supervisor: Kent Williams  
Date: December 2, 2019



**BIDS AND PURCHASES**

**TOPIC for ACTION  
5000 Building FF&E Chairs**

**REPORT:**

Facilities Management collected quotes for Chairs for the new 5000 building meeting room.

The following quotes were collected at state contract:

**John A Marshall Co.-**

200- Black Chairs – @ \$123.74 each-	\$24,748.00
13- Chair Carts - @ \$238.74 each -	\$3103.62
Shipping/Delivery @\$10 each	- \$2000.00
Total \$29,851.62	

**Scott Rice/Office Plus-**

200- Black Chairs – @ \$228.05 each-	\$45,610.00
13- Chair Carts - No bid	
Shipping/Delivery	- \$1500.00
Total \$47,111.00	

**RECOMMENDED ACTION:**

Board approval of John A Marshall Co. for \$29,851.62

**RECOMMENDED FUNDING SOURCE:**

5000 Project FF&E Fund.

<u>Ireland Turner</u>	<u>December 10, 2019</u>
Name of individual Submitting Report	Date

<u>Lynn Umholtz / Kent Williams</u>	<u>December 10, 2019</u>
Name of Supervisor	Date



**JOHN A.  
MARSHALL  
CO.**

100 N. BROADWAY  
SUITE 120  
WICHITA, KS 67202  
316-262-5300

Date: 11/21/2019

200 CAPER QUOTE



*Bill To:*

**BUTLER CC**  
901 S. HAVERHILL ROAD  
EL DORADO KS 67042

*Ship To:*

**BUTLER CC**  
901 S. HAVERHILL ROAD  
EL DORADO KS 67042

STATE OF KS CONTRACT

Item	Qty.	Product	Sell Price	
			Unit	Extended
	1	200 WC410N		
		+Caper Stacking Chair, Molded Seat, No Arms	\$123.74	\$24,748.00
		Frame Finish BK +black		
		Seat/Back Finish BK +black		
		Casters/Glides YX +Floor Saver Glide insert. hard floors only		
		Arm Finish/Arm Cap Finish BK +black		
	2	13 WC904	\$238.74	\$3,103.62
		+Cart, Caper		
	3	1	\$2,000.00	\$2,000.00
		RECEIVING/DELIVERY @ \$10/CHAIR		
			<b>Total:</b>	<b>\$29,851.62</b>

Item	Qty.	Product	Sell Price	
			Unit	Extended

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Signature _____	Date _____
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**PLEASE NOTE:** All product on this quote is made to order, built to your specifications, and non-returnable.  
 A 50% deposit will be required on all orders \$5k and above unless other agreements are in place.  
 A deposit invoice will be provided upon signed approval of the quote.  
 Applicable taxes will be invoiced. If tax exempt, your exemption certificate will be required at the time you place the order.  
 Terms are net 30. There will be a 3% fee to process all credit card purchases.

OFFICE PLUS OF KANSAS  
 6010 N BROADWAY  
 WICHITA KANSAS 67219

Page 1 of 1  
 11/5/2019  
 3:52:33PM  
 BUTLER CC CHAIR QUOTE ST.  
 OF KS 43966

Line #	Qty	Part Number	Part Description	List/Sell Price	Extended
1	180	HMN2	Motivate Nest/Stack Chair-	\$573.00	\$103,140.00
		HON	Flex Bck-Uph Seat	\$228.05	\$41,049.00
		.N	Arm: No Arm		
		.E	Standard Nylon Glide		
		.JM	Black Mesh		
		.ON	COLOR: Onyx		
		\$(1)	Gr 1 UPH		
		.UR	Contourett		
		10	COLOR: Black		
		.PLAT	FRAME: Platinum Metallic		
2	1			\$1,500.00	\$1,500.00
				\$1,500.00	\$1,500.00
				<b>Total List:</b>	\$104,640.00
				<b>Total Sell:</b>	\$42,549.00

**TOPIC for ACTION  
5000 Building FF&E**

**REPORT:**

Facilities Management collected quotes for Tables for the new 5000 building meeting room:

The following quotes were collected at state contract:

**MityLite Inc.-**

25 – 72" Circular Black Tables - \$8,006.25  
25 – 60" Circular Black Tables - \$6,136.50  
30 – 2' X 6' Black Tables - \$5,272.20

Total- \$19,414.95

**Scott Rice/Office Plus-**

25 – 72" Circular Black Tables - \$12,124.00  
25 – 60" Circular Black Tables - \$9,282.00  
30 – 2' X 6' Black Tables - **No Quote**

Total - \$21,406.00 Does not include 30-2'X6' tables

**RECOMMENDED ACTION:**

Board approval of MityLite Inc. for \$19,414.95

**RECOMMENDED FUNDING SOURCE:**

5000 Project FF&E Fund.

<u>Ireland Turner</u>	<u>December 10, 2019</u>
Name of individual Submitting Report	Date

<u>Lynn Umholtz / Kent Williams</u>	<u>December 10, 2019</u>
Name of Supervisor	Date

**QUOTE ACKNOWLEDGEMENT**



Sales Quote Number: 88804-0  
MityLite Customer Number: 114140

INVOICE TO	SHIP TO
Butler Community College 901 S. HAVERHILL RD. EL DORADO, KS 67042 US Attn: Ireland Turner	Butler Community College 901 S. HAVERHILL RD. EL DORADO, KS 67042 US Attn: Ireland Turner

QUOTE DATE	SALESPERSON	PAYMENT TERMS
10/16/2019	Paul Lawson	NET30

ITEM NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CT72BLK1	6 FT BLK CIRCULAR TABLE;29" TALL WITH BLK TRIM;, BLK, WISHBONE LEGS 08	25	\$320.25	\$8,006.25
CT60BLK1	5 FT BLK CIRCULAR TABLE;29" TALL WITH BLK TRIM;, BLK, WISHBONE LEGS 08	25	\$245.46	\$6,136.50
RT2472BLK22	2 FT. X 6 FT. BLK RECT TBL, 29" TALL WITH BLK, TRIM;BLK, T-STYLE CONFERENCE LEGS	30	\$175.74	\$5,272.20
SUBTOTAL				\$19,414.95
FREIGHT AMOUNT				
SALES TAX				\$0.00
<b>QUOTE TOTAL (USD)</b>				<b>\$19,414.95</b>

**Quote Notes:** \*\*Price per E&I contract CNR01449. Free shipping for a dock to dock delivery only. Customer is responsible for off-loading order at delivery unless otherwise prearranged with your sales rep.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\* Quotes are valid for 30 days.  
\* A 50% prepayment is required for all custom products. Lead time is measured from receipt of prepayment.  
\* Mity, Inc. charges a 2% processing fee for Visa and MasterCard, and 3% for American Express.

For internal use  
Quote: QUO-88804-T1Y255  
Manufacturer's Rep: None

**MityLite, Inc. 1301 W 400 N, Orem, UT 84057, US**  
**Phone 801-224-0589 | Fax 801-224-6191**

**BUTLER CC - QUOTE 10.28.19**

**Sold to**  
 Company name: BUTLER COUNTY COMM. COLLEGE  
 Contact Person:  
 Contact Phone:  
 Contact Fax:

**Distributor**  
 Company name: SCOTT RICE OFFICE INTERIORS  
 Salesman: Don Beaton  
 Salesman Phone: (620) 931-7012  
 Salesman Fax:



#	Company	Part Number	Options	Description	Qty	Sell	Ext. Sell
<b>ROUND FOLDING TABLE</b>							
1	MITYLITE	ABS-ROUND-60		<b>60" ROUND ABS FOLDING TABLE</b>	1	\$371.28	\$371.28
			BLK	BLACK BASE & TDP			
2	MITYLITE	ABS-ROUND-72		<b>72" ROUND ABS FOLDING TABLE</b>	1	\$484.96	\$484.96
			BLK	BLACK BASE & TDP			
3	MITYLITE	FREIGHT		ADDITIONAL FREIGHT - BASED OFF QUANTITY ORDERED	1	\$0.00	\$0.00
			-	TABLE FREIGHT			
					<b>Total ROUND FOLDING TABLE</b>		<b>\$856.24</b>
<b>STACK CHAIRS W/ CART</b>							
4	HON	H4041		Olson Stacker 4040 Series Polymer St-Back 4-Cm	50	\$279.64	\$13,982.11
			4040SHELL	Select Shell Color			
			ON	CLR: Onyx			
			4041FRAME	Select Frame Color			
			Y	FRAME: Chrome			
5	HON	H4043		Olson Stacker 4040 Cart for Stacking 4041 Chrs(Bk Only)	5	\$194.79	\$973.94
			4043	Frame Options			
			T	FRAME: BLACK			
					<b>Total STACK CHAIRS W/ CART</b>		<b>\$14,956.05</b>
<b>VERB TABLES &amp; WHITE BOARDS</b>							
6	Steelcase	VTCF		Verb. Table-Chevron Flip-top	12	\$756.92	\$9,083.07
			Depth	19			
			Width	60			
			Top Surface Finish Group	Woodgrain HPL			
			Top Surface Finish	2535: VIRGINIA WALNUT (HPL)			
			Edge Finish Group	Plastic - PG1			
			Edge Finish	6292: VIRGINIA WALNUT			
			Leg	Cast Leg			
			Leg Finish Group	Textured Paper			
			Leg Finish	Table/MEBLE			
			Caster	4 Locking Casters			
			Underside	Dark			
			Side Dock and Hook	2 Side Dock w/ Hook			
			Slow Hook	No Slow Hooks			
			Center Dock with No Storage	No Center Docks			
			Accessory Finish Group	Plastic - PG1			
			Accessory Finish	6059: STERLING DARK SOLID			
7	Steelcase	VWB2		Verb. Whiteboard, 2 sides	24	\$104.26	\$2,502.22
					<b>Total VERB TABLES &amp; WHITE BOARDS</b>		<b>\$11,585.29</b>

**BUTLER CC - QUOTE 10.28.19**

**Sold to**

Company name: BUTLER COUNTY COMM. COLLEGE  
Contact Person:  
Contact Phone:  
Contact Fax:

**Distributor**

Company name: SCOTT RICE OFFICE INTERIORS  
Salesman: Don Beaton  
Salesman Phone: (620) 931-7012  
Salesman Fax:



#	Company	Part Number	Options	Description	Qty	Sell	Ext. Sell
						Subtotal	\$27,397.58
						TAX AS APPLICABLE (0 %)	\$0.00
						<b>Total</b>	<b>\$27,397.58</b>



## RATIFICATION OF AGREEMENTS AND CONTRACTS

### Topic for Action Addition of Handshake

#### **REPORT:**

Handshake is a job board that connects students, employers and career centers to assist students in connecting to employment. Its network contains 900 colleges and universities and over 450,000 employers world-wide. Currently, it is a prime vehicle used by employers regionally because they only have to post job openings once, and it registers to all schools in the Handshake network. In addition to helping obtain employment, the site monitors and manages employers from its fraud division, provides reporting, schedules interviews and appointments with employers, advising and career services staff. Handshake is student interfacing and also has a mobile application, however, it does not own data but serves as an intermediary allowing students to maintain private information and settings. It reportedly produces a 60% increase in school interaction and improves relationships between employers and students. An agreement to add Handshake as a progressive job search tool would enhance students' access to employment opportunities and would be integrated into Butler's website.

Total:           \$12,500.00

#### **Recommended Action:**

Board ratification of Handshake agreement

#### **Recommended Funding Source:**

Information Services Budget

Submitted by:           Bill Young, Vice President of Digital Transformation/CIO  
Supervisor:             Dr. Kim Krull  
Date:                     November 22, 2019



**SUBSCRIPTION AGREEMENT Stryder Corp. dba "Handshake"**

225 Bush Street Suite 1200  
San Francisco, CA 94104

University Name:	Butler Community College
Handshake Contact:	Cesar Ferreyra
Subscription Start Date:	2/3/2020
Support Service Level: (see Exhibit B)	<input checked="" type="checkbox"/> Standard
Additional Services:	<input checked="" type="checkbox"/> Reporting <input checked="" type="checkbox"/> Stripe Payment Integration <input checked="" type="checkbox"/> Support Services <input checked="" type="checkbox"/> Implementation Services
Student Implementation Cohort: (see Exhibit A)	<input type="checkbox"/> July <input type="checkbox"/> August <input type="checkbox"/> September
Implementation Fee:	Waived
Subscription Fee:	\$12,500
<b>Total Initial Payment:</b>	\$12,500
First Payment Due Date:	2/3/2020
Subscription Renewal Date:	2/3/2021
Total Renewal Subscription Amount:	\$12,500
Billing Terms:	<input checked="" type="checkbox"/> Auto Renewing Net 45
Contract Special Terms:	Contract includes free implementation time on Handshake from contract sign date until subscription start date. Contract must be signed by 11/22/2019 to guarantee pricing. Handshake guarantees we will not raise annual prices by more than 3% year over year.

**Billing Details (To be completed by University)**

Please fill out the following fields. This will determine where invoices are sent.

Career Center Shipping Address:	901 S Haverhill Rd. El Dorado, KS 67042
Billing Contact (First and Last Name):	Jessica Ohman
Billing Email Address:	johman@butlercc.edu
Billing Address:	901 S Haverhill Rd. El Dorado, KS 67042
Billing Phone Number:	316-322-3111

The attached Terms and Conditions and any attached addenda are incorporated into and form a part of this Subscription Agreement (collectively, the "Agreement"). Capitalized terms used in the Terms and Conditions or an addendum but not defined above shall have the meaning set forth in the Terms and Conditions or the applicable addendum. "Parties" refers to both University and Handshake in this Agreement. The undersigned Parties hereby agree to the terms of this Agreement:

UNIVERSITY

By: Kimberly W Krull  
Name: KIMBERLY W KRULL  
Title: President

HANDSHAKE

By: Garrett Lord  
Name: Garrett Lord  
Title: CEO

### TERMS AND CONDITIONS

1. **Services.** Pursuant to this Agreement, Handshake shall offer University, other Universities, student end users, and certain employers, during the Term, "Services" including the user-facing application commonly known as "Handshake" and other software tools for the management and optimization of career services functions, recruiting, and campus employment search, messaging and recruiting-related correspondence, placement tracking and usage analysis, related support and training, related payment processing functions, reporting, data analysis, optimization, and certain other functionality or services (including application programming interface services) as may be developed from time to time by Handshake and made available to University and other clients of Handshake on a subscription basis, in each case subject to updates, additional feature integrations, and other modifications by Handshake. To the extent University elects to receive, and satisfies any applicable payment obligations for, Additional Services as set forth on the cover page of this Agreement, such Additional Services shall be deemed a

part of the Services provided hereunder; *provided* that Payment Services and Service Level Agreements are available only pursuant to a duly-executed addendum to this Agreement relating to such Additional Service. Handshake will cooperate with the University to effect the integration of the Services with University's existing information technology infrastructure. If University elects to receive Reporting on the cover page of this Agreement, University acknowledges and agrees that Handshake and other software services providers will conduct analyses on the University Data in order to produce the reports for University (including to deliver and display reports to University), all of which shall constitute "Services" hereunder.

2. **Fees.** University shall pay to Handshake (i) as of the First Payment Date, the Total Initial Payment and (ii) upon each anniversary of the First Payment Date during the Term, the Annual Subscription Fee. Each Party shall be responsible for any taxes levied against it in connection with the provision or receipt of the Services.
  - a. **Invoices.** No less than three (3) business days prior to the Initial Payment Date (unless otherwise agreed in writing by the Parties), University shall provide Handshake with billing contact and account information necessary to generate an invoice for the Services. Handshake will, prior to the First Payment Date, provide the initial invoice for Services as well as any subsequent annual invoices, each of which shall specify the applicable due date. Payment on all invoices under this Agreement are due net 45 of the invoice date.
  - b. **Expenses.** In the event that Handshake incurs, upon the request of and prior approval by the University, any additional expenses in performance of the Services, (a) Handshake will, within thirty days of the end of the calendar month in which an expense was incurred, transmit an invoice detailing such expenses with documentation of any expense over twenty-five dollars (\$25) to University, and (b) University shall remit payment in the amount of such expenses to Handshake within thirty (30) days of its receipt of such invoice.
  - c. **Payment Processing.** Payments under this Agreement may be made by check or ACH transfer as directed by Handshake or as otherwise agreed by the Parties. If Handshake requests to receive payment via credit card, direct deposits, or any non-paper currency from an automated payment processor on behalf of University, University shall ensure that the automated payment processor it selects to make payment is acceptable to Handshake. University agrees that Handshake may verify such payment, using the services of an additional vendor (such as a credit processing company or escrow service). University will comply with any reasonable Handshake instructions in connection with transmitting payment, including, without limitation, the time, amount, and form of such payment. University will not be charged any fees or costs relating to its use of the automated payment processor.

3. **Confidential Information.** During the Term of this Agreement, each Party may receive and otherwise be exposed to confidential and proprietary information relating to the other Party's business practices, strategies, designs, technologies and other matters. Such confidential and proprietary information may include, but is not limited to: (i) Handshake's marketing and customer support strategies; (ii) a Party's financial information, including sales, costs, profits and pricing methods, a Party's internal organization, employee and consultant information (including the terms of this Agreement), customer lists, designs, artwork, graphics, copy, marketing plans or proposals, content, trade secrets, technology, including discoveries, ideas, inventions, media, research and development efforts, processes, source or object code, hardware/software design and maintenance tools, samples, formulae, methods, knowhow, and all copies, derivatives, summaries, extracts, improvements and enhancements to any of the above which are created or developed by either Party; (iii) information of third parties as to which either Party has an obligation of confidentiality; and (iv) any other non-public material or information relating to a Party which it discloses or makes available to the other Party, whether or not marked as "confidential" or "proprietary" (all of the foregoing collectively referred to as "**Confidential Information**"). University Data (including FERPA-governed data) shall constitute Confidential Information under this Agreement unless and/or until the underlying facts of such data are related to a Claimed Account, at which point the obligation of confidentiality with respect to that fact pursuant to this Agreement shall expire and be replaced by the obligations of the applicable terms of use agreed to in claiming the Claimed Account. For the avoidance of doubt, Confidential Information does not include the deliverables hereunder, except to the extent that such deliverables contain Confidential Information. However, as between University and Handshake, all University Content shall be deemed Confidential Information.

- a. Restrictions on Use and Disclosure. The Parties acknowledge the confidential nature of the Confidential Information, and agree that the Confidential Information is the sole and exclusive property of the Party with whom it originates (the "Disclosing Party"). Accordingly, the Party receiving the Confidential Information (the "non-Disclosing Party") agrees (i) not to use the Confidential Information except in the performance of this Agreement, (ii) not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of the Disclosing Party, (iii) to use commercially reasonable care (but in no case less care than such Party uses to protect its own Confidential Information) to prevent the disclosure of the Confidential Information and (iv) to disclose the Confidential Information to its own employees, contractors, subcontractors and agents solely as necessary to perform its obligations under this Agreement.
- b. Exceptions. Either Party's obligations under this Section 3 shall terminate with respect to any particular information which (i) the non-Disclosing party lawfully knew prior to Disclosing Party's first disclosure to the non-Disclosing Party, (ii) a third party rightfully disclosed to the

non-Disclosing Party free of any confidentiality duties or obligations, (iii) that the Parties mutually agreed would not be subject to the confidentiality obligations set forth in this Agreement or (iv) is, or through no fault of the non-Disclosing Party has become, generally available to the public. Upon termination of this Agreement for any reason, including expiration of the Term, each Party agrees to cease using and if requested by the Disclosing Party, to return to the Disclosing Party all whole and partial copies and derivatives of the Confidential Information, whether in its possession or under its reasonable control. Unless expressly provided in this Agreement, each Party recognizes and agrees that (a) nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue, based on the Disclosing Party's Confidential Information and (b) that neither Party shall make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations based on the receipt or use of the Information, absent separate written approval of the Disclosing Party.

- c. Required Disclosure. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.
- d. Security Breach Procedures. If Handshake discovers or is notified of a breach or potential breach of security relating to University Confidential Information or University Content, Handshake shall promptly: (1) notify University of such breach or potential breach without unreasonable delay and in no case later than five (5) calendar days after discovery of the potential breach, (2) in consultation with University, investigate and remediate such breach or potential breach at least to the extent required by law, (3) if the breach or potential breach resulted from a failure or weakness in systems or procedures that were Handshake's responsibility, provide University with satisfactory assurances that the breach or potential breach will not recur, and (4) to the extent that the breach or potential breach resulted from acts or omissions of Handshake, Handshake shall be responsible for all costs reasonably determined to be incurred by University or Handshake in connection with the foregoing activities. Handshake shall cooperate fully to assist University in: (1) identifying individuals potentially affected by the breach; (2) conducting any risk assessment required by applicable

law; and (3) providing any notifications required by applicable law. If the Parties, acting reasonably, determine that establishment of a toll-free telephone contact number is necessary to handle inquiries relating to the breach, and requests Handshake to provide staffing to respond to calls to the toll-free number, Handshake shall provide the requested staffing at its cost.

4. **Licenses.** Handshake is and shall remain the sole owner of the Services. Handshake hereby grants to University a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, personal, worldwide license to use the Services during the Term for its own benefit and the benefit of its current and former students. University hereby grants to Handshake a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, worldwide license (i) to use the University's name and logo for the purpose of identifying that students or demographics relate to or are enrolled in the University (for example, to allow employers to search for candidates who are students of University), to effect presentations to the Handshake's Board of Directors, investors, or potential investors may mention that University is a client of Handshake, and to identify University as a user of Handshake and (ii) to use, copy modify, reproduce, display, and distribute University Data for the purpose of providing the Services.
5. **Term and Termination; Renewal.** This Agreement shall commence upon the Effective Date, which shall be the date on which this Agreement has been executed by both Parties, and will continue until this Agreement is terminated in accordance with this [Section 5](#) (the "**Term**"). The Term shall extend for a minimum of one (1) year from the Initial Payment Date and shall automatically renew for subsequent one-year terms (each, a "**Renewal Term**") unless terminated in accordance with this Section.
  - a. **Termination.** Either Party may terminate this Agreement (i) in the event of a material breach of the Agreement by the other Party that is not cured within thirty (30) days of written notice to the allegedly-breaching Party of such breach or (ii) immediately upon written notice prior to the First Payment Date. University may terminate this Agreement effective at the conclusion of the Initial Term or any Renewal Term by providing sixty (60) days prior written notice of its intent to terminate prior to the end of the then-current Term. Handshake may, but is not obligated to, terminate this Agreement in the event any payments due hereunder are overdue by more than thirty (30) days.
  - b. **Effect of Termination.** Upon the termination of this Agreement, University shall be obligated to make any payments for Services rendered prior to the effective date of termination on a *pro rata* basis and pay any expense subject of an invoice as described in [Section 2\(a\)](#) above. The provisions of this Agreement relating to Confidential Information, Term and Termination, Indemnification, Limitation of Liability and the "General" section of this Agreement shall survive

any termination or expiration of this Agreement. University may request, upon the effective date of any termination hereof or within thirty (30) days thereafter, that Handshake return or destroy any University Content in the form uploaded by employees of University; *provided* that Handshake shall not be obligated to delete the accounts or information relating to Claimed Accounts (defined below), nor otherwise remove the byproducts of processing such data during provision of the Services (i.e., de-identified log data).

**6. University Data.**

- a. **Privacy and Protection of Student Data.** University may provide, in connection with its use of the Services, certain data regarding its past, current, or future students to prepare for adoption of accounts by students ("**University Data**"). Except in connection with the maintenance, operation, and initialization of the Services, including to pre-provision accounts, Handshake shall not make available University Data for review by other users of the Services (including employers) unless and until an individual claims an account by consenting to the Handshake product Terms of Service (such an account, a "**Claimed Account**"). To the extent University engages any Additional Services, University agrees that Handshake shall be permitted to use University Data for the purpose of providing the Additional Services. University shall be responsible for obtaining any consent from third parties (including students) required to grant the licenses to University Data for use in the Services as described herein and otherwise perform its obligations under this Agreement.
- b. **EU Data Subject Disclosure.** In connection with sending University Data to Handshake, University shall identify and disclose to Handshake any past, current, or future University student who may use the Services and is or might reasonably be believed to be a citizen of the European Union or otherwise be deemed to be a "data subject" for the purposes of the EU General Data Protection Regulation (GDPR). Any information disclosed pursuant to this paragraph shall be deemed to be University Data and Confidential Information.
- c. **Data Processing Agreement.** University and Handshake agree to abide by the terms and conditions of the Data Processing Agreement set forth in Exhibit C.
- d. **Claiming Accounts.** University acknowledges and agrees that Handshake users (including students) may individually consent to certain uses of their personal information and other information gathered through their use of Handshake beyond the subject matter of this Agreement in connection with a Claimed Account, and that any such consent will supersede restrictions placed on Handshake's use of such information in this Agreement. Further, where Handshake has obtained end-user consent to sharing or processing of personal information, or



where the disclosure, use, or processing would otherwise qualify for an exception to the restrictions contained in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), including through de-identification, any data use limitations otherwise applicable to information obtained by Handshake in the course of performing this Agreement (excluding the express confidentiality obligations of the Parties hereunder) shall not apply.

7. **Independent Contractors.** Handshake's relationship with University will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Handshake is not the agent of University and is not authorized to make any representation, contract or commitment on behalf of University. Handshake will not be entitled to any of the benefits which University may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Handshake will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Handshake's performance of services and receipt of fees under this Agreement.
8. **Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify and defend the other Party (the "**Indemnified Party**") and its trustees, officers, directors, employees, faculty, agents and affiliates from and against any and all third party claims, demands, suits, fees, judgments, damages, losses, costs and expenses (collectively, "**Claims**"), including reasonable attorneys' fees and costs incurred in responding to such Claims, that the Indemnified Party may suffer or incur proximately caused by: (i) Indemnifying Party's gross negligence or willful misconduct; (ii) Indemnifying Party's breach of this Agreement; (iii) any claim that content or services provided to the Indemnified Party by the Indemnifying Party infringes or violates any patent, copyright, trademark, or other intellectual property right of a third party or misappropriates any trade secret. If any portion of the Services becomes, or in Handshake's opinion is likely to become, the subject of a claim of infringement, Handshake shall, at Handshake's option, either: (i) procure for University the right to continue using the Services; (ii) replace the Services with non-infringing services which do not materially impair the functionality of the Services; or (iii) modify the Services so that they become non-infringing. If the foregoing options are not available on commercially reasonable terms and conditions, University shall have the option to terminate this Agreement or the applicable SOW and receive a refund of any fees actually prepaid by University to Handshake for the remainder of the Term then in effect, and, upon such termination, University will immediately cease all use of the affected Services. To the extent the obligations of this Section 8 would violate any state or federal laws regarding sovereign immunity, such obligations shall not apply to the Parties' performance under this Agreement.
9. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, HANDSHAKE MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED,

(EITHER IN FACT OR BY OPERATIONS OF LAW) BY STATUTE OR OTHERWISE, TO UNIVERSITY, AND END-USER, OR ANY OTHER PARTY WHATSOEVER. HANDSHAKE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SECURITY, NON-INFRINGEMENT AND THOSE ARISING OUT OF THE COURSE OF DEALINGS OR USAGE IN TRADE. HANDSHAKE DOES NOT WARRANT THAT ANY SERVICES WILL BE SECURE OR UNINTERRUPTED. HANDSHAKE HAS NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON UNIVERSITY'S USE OF THE SERVICES. Notwithstanding the foregoing, Handshake will provide customer support for use of the Services over the phone or email as expressly described in this Agreement.

- 10. Limitation of Liability.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITIES UNDER SECTION 8 (INDEMNIFICATION), OR BREACHES OF CONFIDENTIALITY OBLIGATIONS (COLLECTIVELY, THE "EXCLUDED ITEMS"), TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING THOSE ARISING AS A DIRECT OR INDIRECT RESULT OF THE ACTIONS OF A PARTY OR ONE OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, PARTNERS, OR CONSULTANTS WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED ITEMS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (i) THE AGGREGATE AMOUNT PAID BY UNIVERSITY TO HANDSHAKE HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (ii) \$500,000. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. Handshake does not exclude liability to the extent that such liability may not be excluded or limited by law.
- 11. General.** Handshake may name University as its client publicly and, with University's prior approval (not to be unreasonably withheld) may use University's logo on its website and in other publicity. Each Party agrees that it is an independent contractor, and that no joint venture, partnership, employment or agency relationship exists between the Parties as a result of this Agreement. Each Party may only access and use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any pre-existing or future works, trademarks, copyrights or technologies developed or created by either Party. This Agreement shall be governed by the applicable California laws, without regard to its conflict of laws rules. As used in this Agreement, the term "including" and variations thereof shall mean "including without limitation." Neither Party will assign this Agreement in whole or in part to any third party

without the prior written consent of the other Party; *provided, however*, either Party may assign the Agreement without such consent (i) to any subsidiary or parent company of such Party, (ii) to any successor by way of merger, consolidation or other corporate reorganization of such Party or (iii) in connection with the sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under the Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect during the Term of this Agreement, that provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and they shall be construed to the extent of their enforceability in light of the Parties' mutual intent. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of California without regard to conflict of law provisions. University agrees that, upon Handshake's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in San Francisco County, California, and University hereby consents to the personal jurisdiction of such courts. This Agreement has been prepared with the participation of each Party with advice from legal counsel and will not be strictly construed against either Party. Each Party acknowledges that it has consulted with or had the opportunity to consult with counsel of its choice, and that in executing this Agreement it has not relied upon any statements, representations or agreements other than those expressly contained herein. All notices, requests, consents and other communications which are required or permitted under this Agreement shall be in writing, and shall be delivered personally or mailed by certified or registered mail, postage prepaid, return receipt requested (in which case the same shall be deemed given three business days after mailing), or sent by email or fax (in which case it shall be deemed given on the next business day after it is transmitted), at the addresses listed on the first page of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument, including by electronic signature. This Agreement, together with the Exhibits attached hereto, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and terminating any prior or contemporaneous agreements and communications (written and oral) regarding its subject matter. This Agreement may only be modified or any rights under it waived by a writing executed by both parties. This Agreement is solely on behalf of and for the benefit of the undersigned Parties. There are no intended third party beneficiaries to this Agreement.

## Exhibit A

### Implementation Services Description

#### Overview

Handshake provides a Partner Experience Team (Success Managers and Support Specialists) who will work with your office leaders on how Handshake can help you achieve your strategic goals. This Implementation Service is delivered remotely.

“Launch Date” means the day the Handshake service is live for University students, subject to timely response and cooperation from University.

#### Handshake Responsibilities:

- Provide three check-in webinars throughout implementation at appropriate milestones
- Provide a remote access learning environment for the customer
- Provide guidelines for data formatting and preparation after contract is signed

#### Customer Responsibilities:

- Ensure that data is formatted correctly, finalized and readily available by dates of desired employer and student launch
- Ensure that IT personnel knowledgeable about the integrating system are available to meet with Handshake as reasonably necessary to complete implementation on time
- Prepare and engage, as needed, appropriate IT resources to resolve issues that Handshake identifies in the customer’s environment as blockers for implementation (in most cases, these are rare)

## Key Dates

*"Launch Date" for this Exhibit will be set according to the launch cohort selected on the cover page.*

Launch Date	Key Dates
March	<ul style="list-style-type: none"><li>February - Employer Invite</li><li>March - Student Launch</li></ul>
April	<ul style="list-style-type: none"><li>March - Employer Invite</li><li>April - Student Launch</li></ul>
May	<ul style="list-style-type: none"><li>April - Employer Invite</li><li>May - Student Launch</li></ul>
June	<ul style="list-style-type: none"><li>May - Employer Invite</li><li>June - Student Launch</li></ul>
July	<ul style="list-style-type: none"><li>June - Employer Invite</li><li>July - Student Launch</li></ul>
August	<ul style="list-style-type: none"><li>July - Employer Invite</li><li>August - Student Launch</li></ul>

## Deliverables and Action Items

### Student Launch

- Student export received from Registrar (data fields will be suggested by Handshake but chosen in University's discretion)
- Single-Sign-On (SSO) configured
- Handshake email whitelisted (i.e., set as a permitted sender in University's email systems)

### Employer Launch (4 weeks before Launch Date)

- Employer contacts received (data fields will be suggested by Handshake but chosen in University's discretion)

## Exhibit B

### Support Service Levels

This Service Level Agreement ("SLA") is entered into by Handshake and University **and forms a part of the Agreement** between the parties dated (DATE). This SLA sets forth the levels of availability and support to which University is entitled as a component of the Services described in the Agreement.

#### 1. Definitions.

- a. **"Total Time"** means the number of available minutes in any given calendar month, excluding Scheduled Downtime.
- b. **"Lost Time"** means the number of minutes in a given calendar month, that the Services are entirely unavailable to University. Lost Time shall commence upon notification by the University to the Vendor's specified Service dispatch of a fault condition that prevents full utilization of the services and shall end when the Services are reinstated for the University.
- c. **Uptime.** **"Uptime"** is defined as the period during which the Services are available to University, excluding any Scheduled Downtime, in any given month during the Term of the Agreement. Uptime is measured monthly to the nearest minute based on Total Time, excluding minutes associated with Scheduled Downtime. The minimum acceptable level of Uptime for the Services ("**Uptime Commitment**") shall be 99% as determined by the following formula: *Uptime = (Total Time – Lost Time)/Total Time x 100%*.

2. **Scheduled Downtime.** Upon 24 hours notice to University, Handshake may perform maintenance, updates, and other similar functions that may make the Services temporarily unavailable ("**Scheduled Downtime**").
3. **Failure to Meet Uptime.** In the event that the Services are not delivered in satisfaction of the Uptime Commitment of 99% for two consecutive months, Handshake will issue "**Credits**" that will be applied to the subsequent monthly fee payable by University. Credits may be used solely as deductions from future bills for the Services. The amount of Credit shall be, solely in months where Handshake has not satisfied the Uptime Commitment, equal to: *Credit Amount in \$ = (Total monthly bill for Services failing to meet the Uptime Commitment) x (the difference between 99% and the actual Uptime percentage in that month)*. University acknowledges and agrees that any disaster recovery processes must be performed in accordance with, and are subject to, the terms and conditions applicable to Handshake' by virtue of its relationships and contractual arrangement with its cloud services provider. This SLA and the uptime guarantees set forth herein shall not apply:

- To equipment, software, or services other than the Services (as defined in the Agreement).
- To use of the Services in any manner other than as contemplated by the Agreement.
- To the extent University has prevented Handshake from performing maintenance or updates.
- In the event of University's breach of the Agreement.
- In the event of Force majeure (as defined in the Agreement or by usage in the software industry).

4. **Support.** Handshake shall provide online support Monday – Friday, between 8am EST to 8pm EST ("Support Hours"), via an online ticketing system.

Support Package	Included Services
Standard	<ul style="list-style-type: none"> <li>● Unlimited access to online training courses</li> <li>● Help Center access</li> <li>● Unlimited Email Support</li> <li>● Unlimited Employer Email Support</li> <li>● Unlimited Student Email Support</li> <li>● 3 implementation webinar meetings with Partner Experience team</li> <li>● Unlimited IT Office Hours</li> <li>● Unlimited Support Office Hours</li> <li>● Exclusive access to the Handshake User Community</li> </ul>

Exhibit C  
**HANDSHAKE DATA PROCESSING AGREEMENT  
 FOR UNIVERSITIES**

This Data Processing Agreement (the "DPA"), entered into by the university identified in the applicable agreement for Handshake services ("University") and Handshake, Inc. ("Handshake"), governs the processing of personal data that University uploads to or otherwise provides Handshake in connection with the services and the processing of any personal data that Handshake uploads or otherwise provides to University in connection with the services.

This DPA is incorporated into the relevant services agreement attached to or incorporated by reference into the ordering document previously executed by University, referred to generically in this DPA as the "Handshake Contract". Collectively, the DPA, the Handshake Contract, and any additional documents applicable to the Handshake Contract are referred to in this DPA as the "Agreement". In the event of any conflict or inconsistency between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) this DPA; (b) the Handshake Contract; and (c) the applicable documents to the Handshake Contract. Except as specifically amended in this DPA, the Handshake Contract and applicable documents remain unchanged and in full force and effect.

## **1. DEFINITIONS**

"Student Personal Data" means Personal Data that University uploads or otherwise provides Handshake in connection with its use of the Handshake Services and which the University has identified or tagged as related to an EU data subject. "Student Personal Data" does not include "Claimed Account Data."

"Claimed Account Data" means any Personal Data associated with an account at the time the student user claims the account by consenting to the Handshake product Terms of Service and for which Handshake is the Data Controller.

"Data Controller" means University.

"Data Processor" means Handshake.

"Data Protection Requirements" means the Directive, the General Data Protection Regulation, Local Data Protection Laws, any subordinate legislation and regulation implementing the General Data Protection Regulation, and all Privacy Laws.

"Directive" means the EU Data Protection Directive 95/46/EC (as amended).

"EU Personal Data" means Personal Data the sharing of which pursuant to this Agreement is regulated by the Directive, the General Data Protection Regulation and Local Data Protection Laws.

"General Data Protection Regulation" means the European Union Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.



"Local Data Protection Laws" means any subordinate legislation and regulation implementing the Directive or the General Data Protection Regulation which may apply to the Agreement.

"Personal Data" means information about an individual that (a) can be used to identify, contact or locate a specific individual, including data that University chooses to provide to Handshake related to current students and alumni; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as "personal data" or "personal information" by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

"Personal Data Breach" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Student Personal Data.

"Privacy Laws" means all applicable laws, regulations, and other legal requirements relating to (a) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

"Process" and its cognates mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Subprocessor" means any entity which provides processing services to Handshake in furtherance of Handshake's processing on behalf of University.

"Supervisory Authority" means an independent public authority which is established by a European Union member state pursuant to Article 51 of the General Data Protection Regulation.

## **2. NATURE OF DATA PROCESSING**

Each party agrees to process Personal Data received under the Agreement only for the purposes set forth in the Agreement. For the avoidance of doubt, the categories of Personal Data processed and the categories of data subjects subject to this DPA are described in Schedule A to this DPA.

## **3. COMPLIANCE WITH LAWS**

The parties shall each comply with their respective obligations under all applicable Data Protection Requirements.

## **4. UNIVERSITY OBLIGATIONS**

University agrees to:

4.1 Provide instructions to Handshake and determine the purposes and general means of Handshake's processing of Student Personal Data in accordance with the Agreement; and

4.2 Comply with its protection, security and other obligations with respect to Student Personal Data prescribed by Data Protection Requirements for data controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Student Personal Data are processed on behalf of University; (b) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (c) ensuring compliance with the provisions of this Agreement by its personnel or by any third-party accessing or using Student Personal Data on its behalf.

## 5. HANDSHAKE OBLIGATIONS

5.1 Processing Requirements. Handshake will:

a. Process Student Personal Data (i) only for the purpose of providing, supporting and improving Handshake's services (including to provide insights and other reporting), using appropriate technical and organizational security measures; and (ii) in compliance with the instructions received from University. Handshake will not use or process the Student Personal Data for any other purpose. Handshake will promptly inform University in writing if it cannot comply with the requirements under Sections 5-8 of this DPA, in which case University may terminate the Agreement or take any other reasonable action, including suspending data processing operations;

b. Inform University promptly if, in Handshake's opinion, an instruction from University violates applicable Data Protection Requirements;

c. If Handshake is collecting Student Personal Data from individuals on behalf of University, follow University's instructions regarding such Student Personal Data collection (including with regard to the provision of notice and exercise of choice);

d. Take commercially reasonable steps to ensure that (i) persons employed by it and (ii) other persons engaged to perform on Handshake's behalf comply with the terms of the Agreement;

e. Ensure that its employees, authorized agents and any Subprocessors are required to comply with and acknowledge and respect the confidentiality of the Student Personal Data, including after the end of their respective employment, contract or assignment;

f. If it intends to engage Subprocessors to help it satisfy its obligations in accordance with this DPA or to delegate all or part of the processing activities to such Subprocessors, (i) obtain the prior written consent of University to such subcontracting, such consent to not be unreasonably withheld; (ii) remain liable to University for the Subprocessors' acts and omissions with regard to data protection where such Subprocessors act on Handshake's instructions; and (iii) enter into contractual arrangements with such Subprocessors binding them to provide the same level of data protection and information security to that provided for herein; and

g. Upon request, provide University with a summary of Handshake's privacy and security policies.

5.2 Notice to University. Handshake will inform University if Handshake becomes aware of:

- a. Any non-compliance by Handshake or its employees with Sections 5-8 of this DPA or the Data Protection Requirements relating to the protection of Student Personal Data processed under this DPA;
- b. Any legally binding request for disclosure of Student Personal Data by a law enforcement authority, unless Handshake is otherwise forbidden by law to inform University, for example to preserve the confidentiality of an investigation by law enforcement authorities;
- c. Any notice, inquiry or investigation by a Supervisory Authority with respect to Student Personal Data; or
- d. Any complaint or request (in particular, requests for access to, rectification or blocking of Student Personal Data) received directly from data subjects of University. Handshake will not respond to any such request without University's prior written authorization.

5.3 Assistance to University. Handshake will provide reasonable assistance to University regarding:

- a. Any requests from University data subjects in respect of access to or the rectification, erasure, restriction, portability, blocking or deletion of Student Personal Data that Handshake processes for University. In the event that a data subject sends such a request directly to Handshake, Handshake will promptly send such request to University;
- b. The investigation of Personal Data Breaches and the notification to the Supervisory Authority and University's data subjects regarding such Personal Data Breaches; and
- c. Where appropriate, the preparation of data protection impact assessments and, where necessary, carrying out consultations with any Supervisory Authority.

5.4 Required Processing. If Handshake is required by Data Protection Requirements to process any Student Personal Data for a reason other than providing the services described in the Agreement, Handshake will inform University of this requirement in advance of any processing, unless Handshake is legally prohibited from informing University of such processing (e.g., as a result of secrecy requirements that may exist under applicable EU member state laws).

5.5 Security. Handshake will:

- a. Maintain appropriate organizational and technical security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response) to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Student Personal Data;

- b. Be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all Handshake personnel with respect to Student Personal Data and liable for any failure by such Handshake personnel to meet the terms of this DPA;
- c. Take reasonable steps to confirm that all Handshake personnel are protecting the security, privacy and confidentiality of Student Personal Data consistent with the requirements of this DPA; and
- d. Notify University of any Personal Data Breach by Handshake, its Subprocessors, or any other third-parties acting on Handshake's behalf without undue delay and in any event within 48 hours of becoming aware of a Personal Data Breach.

## **6. AUDITS**

6.1 *Supervisory Authority Audit.* If a Supervisory Authority requires an audit of the data processing facilities from which Handshake processes Student Personal Data in order to ascertain or monitor University's compliance with Data Protection Requirements, Handshake will cooperate with such audit. University is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Handshake expends for any such audit, in addition to the rates for services performed by Handshake.

6.2 *Audits.* Handshake must, upon University's request (not to exceed one request per calendar year), certify compliance with Sections 5-8 of this DPA in writing. If the written response does not provide, in University's reasonable judgment, sufficient information to confirm Handshake's compliance with the terms of this DPA, then University or an accredited third-party audit firm agreed to by both University and Handshake may audit Handshake's compliance with the terms of this DPA during regular business hours, with reasonable advance notice to Handshake and subject to reasonable confidentiality procedures. University is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Handshake expends for any such audit, in addition to the rates for services performed by Handshake. Before the commencement of any such audit, University and Handshake shall mutually agree upon the scope, timing, and duration of the audit. University shall promptly notify Handshake with information regarding any non-compliance discovered during the course of an audit. University may not audit Handshake more than once annually.

## **7. DATA TRANSFERS**

For transfers of EU Personal Data to Handshake for processing by Handshake in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, Handshake agrees it will (a) provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. If Handshake is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of EU Personal Data to a non-EU country requires the prior written consent of University. Handshake shall promptly notify University of any inability by Handshake to comply with the provisions of this Section 7.

## **8. DATA RETURN AND DELETION**

The parties agree that on the termination of the data processing services or upon University's reasonable request, Handshake shall, and shall cause any Subprocessors to, at the choice of University, return all the Student Personal Data and copies of such data to University or securely destroy them and demonstrate to the satisfaction of University that it has taken such measures, unless Data Protection Requirements prevent Handshake from returning or destroying all or part of the Student Personal Data disclosed. In such case, Handshake agrees to preserve the confidentiality of the Student Personal Data retained by it and that it will only actively process such Student Personal Data after such date in order to comply with applicable laws.

## **9. CONTROLLER-TO-CONTROLLER SCENARIOS**

Each party will, to the extent that it, along with the other party, acts as data controller, as the term is defined in applicable Data Protection Requirements, with respect to Personal Data, reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in the General Data Protection Regulation and in other Data Protection Requirements. Where both parties each act as data controller with respect to Personal Data, and the transfer of data between the parties results in a transfer of EU Personal Data to a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, each party agrees it will provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. The parties acknowledge and agree that each is acting independently as Data Controller with respect of Personal Information and the parties are not joint controllers as defined in the General Data Protection Regulation.

## **10. THIRD PARTY DATA PROCESSORS**

University acknowledges that in the provision of some services, Handshake, on receipt of instructions from University, may transfer Student Personal Data to and otherwise interact with third party data processors. University agrees that if and to the extent such transfers occur, University is responsible for entering into separate contractual arrangements with such third party data processors binding them to comply with obligations in accordance with Data Protection Requirements. For avoidance of doubt, such third party data processors are not Subprocessors.

## **11. TERM**

This DPA shall remain in effect as long as Handshake carries out Personal Data processing operations on behalf of University or until the termination of the Handshake Contract (and all Personal Data has been returned or deleted in accordance with Section 8 above).

## **12. GOVERNING LAW, JURISDICTION, AND VENUE**

Notwithstanding anything in the Agreement to the contrary, this DPA shall be governed by the laws of Kansas, and any action or proceeding related to this DPA (including those arising from non contractual disputes or claims) will be brought in El Dorado, Kansas.

#### SCHEDULE A

#### ANNEX B - DESCRIPTION OF THE TRANSFER

1. Data Subjects. The personal data transferred concern the following categories of data subjects:

EU students attending the University and alumni students of the University located in the EU that is tagged as such by the University.

2. Purposes of the Transfer. The transfer is made for the following purposes:

To allow the University career center to maintain student and alumni records, to communicate with students and alumni, and to provide career center services to students and alumni.

3. Categories of Data. The personal data transferred concern the following categories of data:

The data transferred is the personal data provided by the data exporter to the data importer in connection with its use of Handshake's services, referred to as Student Personal Data in the Handshake Subscription Agreement. Such personal data may include first name, last name, email address, contact information, education and work history provided in resumes, student records and personal data provided by the University, and any notes provided by the data exporter regarding the foregoing.

4. Recipients. The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Employees and other representatives of the data importer, who have a legitimate business purpose for the processing of such personal data;

Subprocessors, as per the Terms of this Agreement; and

Additional third parties, where the student provides consent for the sharing of their data.

5. Sensitive Data (if appropriate). The personal data transferred concern the following categories of sensitive data:

None.

6. Data Protection Registration Information of Data Exporter (where applicable).

None.

7. Additional Useful Information (storage limits and other relevant information).

The personal data transferred between the parties may only be retained for the period of time permitted under the Agreement. The parties agree that each party will, to the extent that it, along with the other party, acts as a data controller with respect to Personal Data, reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in the Data Protection Requirements.

8. Contact Information. Contact points for data protection enquiries:

Data importer: Signatory to the Agreement between the parties

Data exporter: Signatory to the Agreement between the parties

**TOPIC for ACTION**  
**MOU – Society for Human Resource Management (SHRM) and Butler**

**REPORT:**

The Society for Human Resource Management (SHRM) is the world's largest professional, not-for-profit Human Resources Association. It has over 260,000 members in 140 countries. SHRM's mission is to support the HR professional and advance the HR professions through globally recognized certifications, collaborative communities, comprehensive resources, research, professional development opportunities, academic alliances and advisory services.

SHRM is also recognized as a one-stop shop and the go-to resource for solutions and services to handle all people-management challenges.

BETA of Butler County Community College will partner with SHRM to provide HR training to individuals and company sponsored participation. BETA is approved for the PHR/SPHR Preparatory Course as well as the Essentials of Human Resources. We provide the SHRM Essentials and are approved as a Recertification Partner for PD's and CEU's. We will also work with the local and state chapters to promote programming in partnership.

**RECOMMENDED ACTION:**

The Board of Trustees approves the MOU between Society for Human Resource Management (SHRM) and Butler

**RECOMMENDED FUNDING SOURCE:**

none

Submitted by:	Michelle Ruder
Supervisor:	Lori Winningham
Date:	November 22, 2019



This Agreement between the parties, the Society for Human Resource Management ("SHRM"), 1800 Duke Street in Alexandria, Virginia 22314, and Butler Community College, 715 East 13th Street, BETA, Andover, KANSAS, 67002 (the "Education Partner"), is effective January 1, 2020 ("Effective Date"), and is made to set forth the terms and responsibilities of the parties for the use of SHRM<sup>®</sup> educational products by the Education Partner for the education of the Education Partner's students.

**Section A**

In order to use the SHRM educational materials for the courses checked in Section C below (the "materials"):

THE EDUCATION PARTNER AGREES TO:

1. Assure SHRM of proper quality control by:
  - a. Not substituting any subject matter content presented (that is deleting sections of the existing SHRM Body of Competency and Knowledge ("SHRM BoCK") and substituting different information). Covering subject content in addition to and consistent with that covered in the program is allowed by SHRM and encouraged.
  - b. Communicating to students that SHRM materials are SHRM copyrighted documents licensed to them for their personal use only, and that the materials cannot be copied, shared, distributed, or resold in any media.
  - c. Communicating to Education Partner bookstores that resale of the SHRM educational products is prohibited.
  - d. Communicating to instructors that SHRM Instructor materials are SHRM copyrighted documents licensed to them solely for the purpose of teaching courses to students who have paid for, or had paid for them, SHRM student materials for such course. The SHRM Instructor materials are purchased by the Education Partner as licensed property of the Education Partner with only the right to grant the license at Exhibit A hereto to instructors. The Education Partner will acquire and keep on file a signed instructor license agreement(s) (Exhibit A) for each instructor who teaches any SHRM courses through the Education Partner, submitting a copy of the signed instructor license agreement(s) upon request to SHRM.
  - e. Understanding that SHRM through Holmes Corporation is the sole source distributor of the materials mentioned in this agreement and the Education Partner must purchase at least one set of Instructor materials for each SHRM product.

- f. Ensuring that instructor qualifications meet the academic standards set by the Education Partner and include being SHRM-CP® or SHRM-SCP® certified when teaching the SHRM Learning System® for SHRM-CP and SHRM-SCP Certification Preparation course with a recommended ten (10) years of HR experience.
2. Provide the course offerings twice per calendar year. In the first and subsequent course offerings, offer the course in a format that meets at least the suggested contact hours indicated in Section C below.
3. Market the program, including having a dedicated and current website, over and above the promotions provided by SHRM. Provide SHRM and Holmes Corporation with examples of the Education Partner's marketing of these programs upon request.
4. Use only the camera-ready copy of the SHRM logo provided by SHRM; adhere to the printing guidelines provided by SHRM, regarding the proper use of this logo, including ink color; and adhere to the certification designation requirements at [www.PartnerRC.com](http://www.PartnerRC.com) (Partner Resource Central, "PRC").
5. Properly use SHRM's name "Society for Human Resource Management" in promotional literature and submit copies of Education Partner's promotional literature for this course to SHRM and Holmes Corporation upon request.
6. Not make claims or assurances concerning the completion of course materials in terms of automatically qualifying for SHRM certification or passing the SHRM certification exams. If SHRM Learning System for SHRM-CP and SHRM-SCP Certification is checked in Section C below, the only phrase SHRM authorizes to be used concerning SHRM exam preparation and the Learning System materials is as follows:
  - ❖ "Course content reflects the SHRM Body of Competency and Knowledge. This course of study will in no way guarantee or assure success on the SHRM-CP® or SHRM-SCP® exam. Students must use the most recent edition of the SHRM® educational products for this course and may not use outdated materials."
7. Not copy or reproduce any of the materials or violate U.S. Federal Copyright law with respect to the materials.
8. Order and use one entire set of the most current version of the SHRM educational materials for each person; assume the cost of registration, marketing, instructor fees and all other costs associated with course administration.
9. Purchase all materials through SHRM's Distribution Center, Holmes Corporation, 2975 Lone Oak Drive, Suite 180, Eagan, MN 55121-1553, (651) 905-2600 for Education Partner group use only. Holmes Corporation is the sole source producer and distributor of the SHRM materials. The Education Partner also agrees to pay all shipping costs for program materials. If any course is taught outside the U.S., then all orders must be pre-paid in US Funds prior to shipping. In addition, all instructor materials will be purchased through Holmes Corporation. Unused materials must be returned in original condition within 30

days of course start date for a full refund (shipping fees will not be refunded). There are no franchise, license, or distributor fees associated with the use of these materials.

10. Provide instructor and student names, e-mail addresses, and course dates via PRC ([www.PartnerRc.com](http://www.PartnerRc.com)) at the beginning of each session. This information helps SHRM establish pass/fail rates of SHRM exams and compile normative data. This also allows SHRM and Holmes Corporation to communicate and distribute any supplemental course materials directly to the instructors. In addition, this provides students with online access to the product.
11. In the event that Education Partner collects and shares any Personal Data from students outside the United States, Education Partner shall be responsible for obtaining from each student all necessary consents, as required by applicable law, regulation, or government act, to permit (a) Education Partner to collect, process, and transfer internationally each student's information, including student's name, employer, job title, and contact information to SHRM; (b) SHRM to process student's information for the purposes of providing the Course and any Materials hereunder, including checking student's information against the U.S. Office of Foreign Asset Control's Specially Designated Nationals List; (c) SHRM and its third-party providers, which are based in the United States, to process such information for the purpose of providing the Course and any Materials hereunder. In the event that Education Partner collects and shares any Personal Data originating in the European Economic Area, Switzerland, or the United Kingdom, the SHRM Data Processing Addendum shall apply and is hereby incorporated by reference. "Personal Data" means any personally identifiable information or any other data that is subject to protection under applicable privacy laws, including the European General Data Protection Regulation (GDPR).
12. Not duplicate or distribute answer keys and limit access of answer keys to the instructor only.
13. Student PDF version of the Instructor PowerPoint slides can be given to students in a hard copy or electronic format, both of which must contain the copyright notice.
14. Conduct standard SHRM evaluations each time the course is offered. Submit evaluations to SHRM or Holmes Corporation upon request.
15. Encourage study by minorities and females in compliance with federal and state equal opportunity law, to ensure that instruction is offered in a nondiscriminatory manner, and to recognize and respect the diversity of the students enrolled in the study program.
16. Provide facilities accessible to persons with disabilities, and make reasonable accommodations for persons with disabilities, in accordance with the requirements of the Americans with Disabilities Act and any applicable state or local law.
17. Unless expressly agreed to in advance in writing by SHRM, Education Partner will offer, promote, and distribute materials for HR certification preparation programs exclusively for SHRM certification(s).

18. The U.S. Treasury Department Office of Foreign Asset Control (OFAC) is responsible for the enforcement of US economic sanctions. These sanctions make it illegal for an Education Partner to deliver SHRM educational products to any individual who is prohibited from receiving them. For this reason, if any participant is currently or ordinarily a resident of one of the following countries, Education Partner must notify SHRM of such fact at least five (5) business days prior to conducting the course or distributing any course materials to such individual: Albania, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Croatia, Cuba, Democratic Republic of the Congo, Iran, Iraq, Kosovo, Lebanon, Libya, Macedonia, Mali, Montenegro, Nicaragua, North Korea, Russia, Serbia, Somalia, Sudan, South Sudan, Syria, Ukraine, Venezuela, Yemen and Zimbabwe. Education Partner agrees to provide to SHRM identifying information about such individuals including name, country of residence, and birth date as a part of this five-business day advance notice. SHRM will then screen the individual against the OFAC database to confirm that the individual is not prohibited from participating in the course or receiving a SHRM Learning System or other course materials. SHRM will then communicate the results to Education Partner. Education Partner agrees that it will not permit individuals who are prohibited under OFAC requirements to participate in the course or obtain a SHRM Learning System or other course materials. Partner agrees to promptly comply with any changes or additions to the above-listed countries or requirements upon notification by SHRM.

#### Section B

##### SHRM AGREES TO:

1. Provide materials by license through Holmes Corporation in an efficient, professional and non-discriminatory manner.
2. Assist the Education Partner, through Holmes Corporation's advice and counsel, to the extent SHRM deems necessary and feasible, in successfully implementing programs using the materials.
3. Update future editions of the program based on researched changes to the SHRM BoCK. Please note: no updated or revised editions will be provided to past participants.
4. Assist the Education Partner in marketing open enrollment offerings of the SHRM programs through periodic mention in SHRM publications, brochures, email blasts and SHRM website on a frequency deemed appropriate by SHRM.
5. Attempt to advise the Education Partner before entering into an agreement with any other Education Partner within the general service area. Education Partner's market is defined by the following zip codes:

670-679

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No protected geographical areas will be guaranteed to Education Partner under this Agreement. If SHRM determines that it is warranted, additional Education Partners may be sought in a particular geographical area.

6. Provide the Education Partner with mailing label data upon request once per quarter via PRC of all national SHRM members (exclusive of opt-outs) for the above-mentioned ZIP codes for the sole purpose of marketing open enrollment offerings of SHRM educational courses. Any postage for such mailings regardless of discount level shall be the exclusive responsibility of the Education Partner.
7. Supply the Education Partner with SHRM's camera-ready logo for promotional brochures to support marketing efforts for open enrollment offerings.
8. Provide the Education Partner with full access to SHRM marketing materials on PRC.
9. After each product update, provided that courses have been scheduled, provide Education Partner with complimentary instructor kit(s) equal to the number of instructors being utilized for course delivery but not to exceed the number of previously purchased instructor kits.
10. Provide the Education Partner by this license with the royalty-free right for the term of this Agreement to use the "In Partnership with SHRM" logo solely in its use of marketing and delivering courses hereunder and in accordance with SHRM graphic standards made available to Education Partner.
11. Invite the Education Partner to attend the Annual SHRM Education Partners Conference and reimburse the Education Partner as defined by SHRM in SHRM Education Partners Conference Policies.
12. SHRM Education Partner will be automatically enrolled in the SHRM Recertification Provider program, at no cost and subject to the SHRM Recertification Provider Program guidelines, as updated from time to time. SHRM Recertification Providers are provided with the opportunity to award professional development credits ("PDCs") for the HR knowledge and behavioral competency programming they offer to SHRM certified professionals working to maintain their SHRM-CP or SHRM-SCP credential. Education Partner is permitted to use the SHRM Recertification Provider Seal with adherence to SHRM logo usage guidelines. The following statement should be used in conjunction with the seal:

"Butler Community College is recognized by SHRM to offer Professional Development Credits (PDCs) for the SHRM-CP or SHRM-SCP"

Once your agreement is executed you will be contacted by SHRM Certification personnel with instructions on how to activate your status. Enrollment in the program will be auto-renewed as long as this Agreement is in effect education partner agreement process.

### Section C

The Education Partner is approved to offer the following SHRM courses that are checked:

APPROVED	COURSE NAME	NAME OF COURSE MATERIALS	PRICING		MIN CONTACT HOURS
			Instructor Materials	Participant Materials	
<input checked="" type="checkbox"/>	SHRM-CP/SHRM-SCP Certification Preparation	SHRM Learning System® for SHRM-CP/SHRM-SCP	\$950.00 for first set; \$ 350.00 for each additional set	\$535.00 each	35
<input checked="" type="checkbox"/>	Online SHRM-CP/SHRM-SCP Certification Preparation	Online SHRM Learning System® for SHRM-CP/SHRM-SCP	(same materials as classroom format) \$950.00 for first set; \$350.00 for each additional set	\$535.00 each	35
<input checked="" type="checkbox"/>	SHRM Essentials® of Human Resources Certificate Program	SHRM Essentials® of Human Resources	\$325.00 for first set; \$175.00 for each additional set	\$230.00 each	12
<input type="checkbox"/>	Online SHRM Essentials® of Human Resources Certificate Program	Online SHRM Essentials® of Human Resources	(same materials as classroom format) \$325.00 for first set; \$175.00 for each additional set	\$230.00 each	12

All Materials Fees in this section may be revised by SHRM on written notice to Education Partner to equal the Materials Fees announced by SHRM for its delivery partners. During the term of this contract, the current pricing shall continue unless SHRM provides written notice of any price adjustment to Education Partner.

**Section D** If this  is checked, then Section D applies to your Education Partner.

ONLINE DISTANCE DELIVERY FORMAT OPTION:  
THE EDUCATION PARTNER AGREES TO:

1. Offer the course in an online format that includes, at a minimum:
  - a. [the print-based materials OR online materials for the SHRM Learning System courses (Education Partner must select either the print-based or online materials for each class session and must make the materials in such chosen format available to every student in the applicable class session);]
  - b. [the print-based SHRM educational materials for the Essentials of Human Resources course;]
  - c. a link to the learnhrm.com Web site which hosts Web-based assessment, post-, and module-specific exams and other resources;
  - d. a course management home page;
  - e. an online syllabus and list of expectations;
  - f. a message board or other tool for online announcements;
  - g. one primary course instructor; and
  - h. instructor and student e-mail and Internet access.
2. Purchase and distribute one set of the most current version of the SHRM educational materials, per the requirements of Section D (1) above, for each participant in the course.
3. Communicate to all participants that SHRM owns the copyright of the SHRM educational online and print-based materials and that all federal copyright laws apply.
4. Upon request, provide SHRM, through Holmes Corporation, access to course details so that we may audit the online course(s).

SHRM AGREES TO:

1. Provide, through Holmes Corporation, the SHRM educational materials purchased by Education Partner pursuant to Section D (2) above for the Education Partner to distribute to each participant.
2. Provide, through Holmes Corporation, a link to learnhrm.com which hosts Web-based assessments, post-, and module-specific exams and other resources.

**Section E**

BOTH PARTIES

1. In the event of any proceedings to enforce this Agreement, to the extent permitted by applicable law, the prevailing party shall be entitled to reasonable attorney's fees incurred in connection with such proceedings.

2. The term of this Agreement is from its Effective Date through December 31, 2020, at which time the term will **automatically renew** for successive one-year periods unless written notification of termination is given by either party no fewer than thirty (30) days and no more than ninety (90) days prior to the expiration of the term. Either party may terminate this Agreement for a material breach of this Agreement by the other party, upon thirty (30) days' written notice and an opportunity to cure.

If there has been no purchase activity within a twelve-month period, then thereafter until such time as there is purchase activity, SHRM shall have the right to terminate this agreement on written notice to the Education Partner.

Upon termination of this Agreement, any applicable Recertification Provider status will also terminate, provided that Education Partner may maintain a Recertification Provider status by paying a fee and adhering to Recertification Provider guidelines for non-Education Partner Recertification Providers.

3. Copies as Original – The parties agree that a PDF copy of this signed contract, and a PDF copy of notification of termination, or a copy of email notification of termination sent to the proper address under the "Notice" Section below, may be relied upon and placed into evidence to the same extent as an original hard copy.
4. This agreement shall be governed by the internal laws of Virginia, without regard to choice of law principles. Any disputes concerning this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts in Virginia; and the parties hereby submit to the exclusive jurisdiction of the state and the federal courts in Virginia over any disputes concerning this Agreement and further agree that they are subject to jurisdiction in Virginia in any such dispute.
5. Non-Assignability – This agreement is personal in nature with respect to Education Partner and may not be assigned by Education Partner.
6. Entire Agreement – This Agreement constitutes the entire agreement between the parties, and supersedes any prior oral or written agreements concerning the subject matter hereof (including without limitation any prior written agreement). No amendments, supplements, or modifications of this Agreement or subsequent purchase orders or other subsequent terms and conditions shall be binding on the parties unless they are mutually agreed to, in a written agreement, and signed by both parties hereto. A written agreement signed by both parties shall include, without limitation, email correspondence between authorized representatives of the parties expressly agreeing to amend the Agreement.
7. Counterparts and Electronic Signature – This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature, and if so executed, shall be equally binding as an original copy of this Agreement executed in ink by both parties.



8. **Notice** – Notice under this Agreement shall be given by U.S. mail or courier sent to the post office address for a party given in the first paragraph of this Agreement or by emailing to the email address for a party below [or to such post office address or email address as has been given to the notifying party by proper notice under this section:

SHRM:

Eddice.Douglas@shrm.org

Education Partner:

mruder1@butlercc.edu AND [EMAIL ADDRESS]

**Society for Human Resource Management**

**Butler Community College**

DocuSigned by:  
Susan Davis 12/2/2019  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: Director, Digital Education

Kimberly Krull  
Signature: \_\_\_\_\_ Date 11/17/19  
Title: President

Contact person for SHRM program(s) at your Education Partner:

Name: Michelle Ruder  
Title: Director of BETA  
Phone Number: (316) 218-6124  
E-mail: mruder1@butlercc.edu

EXHIBIT A:

AGREEMENT FOR INSTRUCTOR MATERIALS

This Agreement is between the parties: Butler Community College ("Education Partner") and \_\_\_\_\_ ("Instructor").

Whereas the Society for Human Resource Management ("SHRM") is the exclusive copyright owner of the SHRM Instructor Materials defined below and has licensed to Education Partner copies of such materials with the right of Education Partner to license a copy of such SHRM Instructor Materials to Instructor hereunder, but subject to the restrictions on use set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.) "SHRM Instructor Materials" as used in this Agreement include the following materials:

- SHRM Learning System® for SHRM-CP®/SHRM-SCP®
- Online SHRM Learning System for SHRM-CP/SHRM-SCP
- SHRM Essentials® of Human Resources
- Online SHRM Essentials of Human Resources

2.) Education Partner hereby licenses to the Instructor one copy of the SHRM Instructor Materials, provided that Instructor may use such materials for the sole purpose of teaching the "Covered Course(s)" listed below for Education Partner and for no other purpose, and provided that such courses are courses for which SHRM is receiving a license fee from Education Partner.

3.) The "Covered Course(s)" are as follows:

- SHRM-CP/SHRM-SCP Certification Preparation
- Online SHRM-CP/SHRM-SCP Certification Preparation
- SHRM Essentials of Human Resources Certificate Program
- Online SHRM Essentials of Human Resources Certificate Program

4.) Instructor acknowledges that SHRM is the exclusive copyright owner of the SHRM Instructor Materials and that Instructor will make no written or recorded translation of such materials, and will make no copies of such materials, or sell or otherwise distribute the original or any copies of such materials to any third parties (with the exception of providing hard copies or electronic copies with the copyright notice of the instructor PowerPoint slides), or use such materials for any purpose whatsoever other than for teaching the Covered Course(s) listed above on behalf of Education Partner.

5.) To the extent permitted by applicable law, Instructor hereby agrees to indemnify Education Partner and SHRM against all losses either Education Partner or SHRM may incur, including without limitation reasonable attorneys' fees, as a result of the intentional violation of the terms of this Agreement by Instructor.

Butler Community College

Name: KIMBERLY KRULL

Signature: Kimberly Krull

Date: 1/17/19

Instructor Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**TOPIC for ACTION**  
**MOU – BDI Datalynk and BETA**

**REPORT:**

Butler Community College (BETA) is renewing the MOU with BDI DataLynk as the company has changed ownership. BDI DataLynk is a Standards-Based Company offering FOA Sanctioned Fiber Optics Training Courses. BETA recruits the students into the program while BDI DataLynk provides the instructor and materials.

**RECOMMENDED ACTION:**

Recommendation is that the Board accept the attached MOU which will renew annually (next renewal date will be fall 2020)

**RECOMMENDED FUNDING SOURCE:**

none

Submitted by:	Michelle Ruder
Supervisor:	Lori Winningham
Date:	December 2, 2019



BDI DataLynk, LLC  
3475 Lenox Road, Suite 300  
Atlanta, GA 30326  
Tel: 912.506.0634

November 2, 2019

Butler Community College  
Michelle Ruder  
BETA – Business Education & Training Analysis  
715 E. 13<sup>th</sup> Street  
5000 Building  
Andover, KS 67002

This contract constitutes a revenue sharing business relationship between BDI DataLynk and Butler Community College for the period starting on January 1, 2020 and ending on December 31, 2020. Through this relationship, BDI DataLynk provides subject matter expertise, program content, maintains an approved provider status, curriculum and instruction; whereas Butler Community College agrees to coordinate management and processing of registrations for the courses and period agreed upon. Through this relationship, Butler Community College and BDI DataLynk will provide the services outlined, with an agreed-to distribution of total revenue collected as described below under FEE Schedule:

**Specific Dates and Courses Proposed:**

**Track # 1: April - May 2020**

CFOT: Monday – Wednesday, April 27 - 29, 2020, 8:00 am – 5:00 pm  
CFOS/T: Thursday - Friday, April 30 – May 1, 2020, 8:00 am – 5:00 pm  
CFOS/S: Saturday – Sunday, May 2 - 3, 2020, 8:00 am – 5:00 pm  
\* Finish time is a function of the number of students in class.

**Track # 2: October 2020**

CFOT: Monday - Wednesday, October 12 - 14, 2020, 8:00 am – 5:00 pm  
CFOS/T: Thursday - Friday, October 15 - 16, 2020, 8:00 am – 5:00 pm  
CFOS/S: Saturday – Sunday, October 17 – 18, 2020, 8:00 am – 5:00 pm  
\* Finish time is a function of the number of students in class.

**Specifically, Butler Community College will:**

- Provide facilities for the training sessions on campus unless otherwise agreed upon in advance. Classroom will be scheduled for the duration of each class. Equipment needed: White or Black board, Projector Screen for Power Point Presentations, chairs, and tables with no computers.
- Assist BDI DataLynk with marketing these classes by adding course to standard course booklet and campus web site further providing a link from campus web page to the BDI DataLynk web page.
- Handle registration of participants and accept payment for training in advance.
- Collect all fees accruing from these course offerings and will provide BDI DataLynk with a roster for the registration fees collected.
- Reserve the option to cancel the class if the minimum enrollment is not met. CFOT course will require a minimum of 6 students, elective (Specialist) courses will require 4 students in each course for these to run. A total enrollment of 12 students per track with no less than 4 students in electives would also suffice. Example: 4, 4, 4 in each course or 8 & 4 in each course would also be acceptable.

**Fee Schedule:**

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Upon completion of each "track", Butler Community College will provide BDI Datalynk with a final enrollment (roster) for each course offered, and remit a partner refund payable via direct deposit or check for revenue settlement based on the following amounts:

- Certified Fiber Optics Technician - CFOT: \$625.00 for each student in attendance
- Certified Fiber Optics Testing & Maintenance Specialist Course - CFOS/T: \$550.00 for each student in attendance
- Certified Fiber Optic Specialist in Splicing - CFOS/S: \$550.00 for each student in attendance
- Certified Fiber Optic Outside Plant Specialist - CFOS/O: \$675.00 for each student in attendance.

**Specifically, BDI Datalynk will:**

- Provide FOA Certified Instructors, training sessions, training equipment, consumable supplies, study manuals, and exams for the course.
- Provide training for a minimum of 6 and a maximum of 15 students in each class session unless agreed upon in advance.
- Pay travel and lodging expenses for the instructor unless otherwise agreed upon in advance.
- Share in marketing effort of courses by adding all course and campus information to the BDI Datalynk website.
- Provide Certified Instructor for Courses listed in the aforementioned paragraph.
- Reserve the option to cancel the class if the minimum of 12 students per track is not achieved 7 days prior to class.

**Accepted and approved:**

  
\_\_\_\_\_  
Butler Community College

11/11/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jessica Ramirez  
COO | BDI DataLynk, LLC

November 2, 2019  
\_\_\_\_\_  
Date

**Topic for Action**  
**Approval of Digital Campaigns with Clarus Corp**

**REPORT:**

The college utilized Clarus Corp last year for a few campaigns leading up into the fall semester. The results from those initial projects indicate success and proved to be an affordable way to reach a target audience. Usually, less than 1 penny per ad distributed. This contract is for digital campaigns which will reach Butler student stopouts as well as those who applied and did not attend. The purpose of the campaign is to promote spring enrollment.

Ads will run for the period of one month.

**RECOMMENDED ACTION:**

Approve purchase of \$5,596.02

**RECOMMENDED FUNDING SOURCE:**

College Relations and Marketing Budget – Advertising budget

Submitted by: Kelly Snedden, Director of College Relations & Marketing  
Supervisor: Thomas Borrego, Executive Director of the Foundation  
Date: November 20, 2019

6354 Wayne Rd.  
Alliance, NE 69301  
p. 308.762.2565  
f. 308.762.2836  
claruscorporation.com



proposal

Prepared For: Kelly Snedden  
Director of College Relations & Marketing  
[ksnedden@butlercc.edu](mailto:ksnedden@butlercc.edu)  
316.323.6085

Butler Community College  
901 South Haverhill Rd.  
El Dorado, KS 67042  
19-0456

Prepared By: Sarah Pauley  
[sarah@claruscorporation.com](mailto:sarah@claruscorporation.com)  
308.762.2565 x 112

Date: November 18, 2019

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Thank you for the opportunity to prepare a proposal for your digital advertising campaign. Please review this proposal, and if no changes are needed, please sign and return to us.

**CAMPAIGN NAME: SPRING**

- Purpose: Promote Spring 2020 registration
- Target Audience: Stop-outs, applied went nowhere, applied went elsewhere
- Flight Dates: November 20 to December 20, 2019 (estimated)
  
- Digital Campaign Tactics
  - Tactic 1. Geofence Fall 2016 to Fall 2018 Stop-Outs
    - Target homes on College list, to capture device IDs and serve ads
      - List estimate: 5,312
  - Tactic 2. Geofence Stop-Outs Went Somewhere
    - Target homes on College list, to capture device IDs and serve ads
      - List estimate: 2,808
  - Tactic 3. Geofence Applied Went Nowhere
    - Target homes on College list, to capture device IDs and serve ads
      - List estimate: 1,580
  - Tactic 4. Geofence Applied Went Elsewhere
    - Target homes on College list, to capture device IDs and serve ads





- List estimate: 663
  
- Campaign Parameters
  - Device Types: All – Mobile, Desktop and Laptop, Tablets
  - Browser Types: All
  - Cross Device Retargeting: Yes
  - Conversion Zone: A conversion zone will be established to track physical, real world visits to campus (or other chosen zone) by those who have received an ad for the campaign
    - Zone will be campuses in El Dorado, Andover, Marion, Council Grove, and Rose Hill, KS
  - Viewthrough Conversions: Visits to website from ad recipients will be tracked; anyone who receives the ad and visits the College’s website within 30 days will be reported (universal pixel placement required)
  - Operating Systems: All
  - Creative
    - College provides ads for following specifications:
      - Static Ad formats: png, gif, jpg, jpeg
        - Sizes: 300x50, 320x50, 320x480, 300x250, 728x90, 160x600
    - College provides landing page URL
  - Reporting
    - Campaign Dashboard Access
    - End-of-campaign reporting
  
- Budget
  - Total Cost: \$5,596.02
    - Impressions 621,780 @ \$9 CPM
  - Billing: For campaigns of one month or less, client will be billed at the end of the campaign with proof of impressions delivered. For campaigns of more than one month duration, client will be billed monthly with proof of impressions delivered.



proposal

PROPOSED BY CLARUS Corporation:

Signed: *Kathi J. Swanson* Date: November 18, 2019  
Kathi J. Swanson, President  
CLARUS Corporation Tax ID#: 47-0720336

ACCEPTED BY:

The above specifications and price are hereby accepted. My signature constitutes the authority for acceptance of this proposal.

Signed By: *Kimberly K. Kuhl* Date: Nov 18, 2019  
For Butler Community College

Please select **one** of the following:

- My College **requires** a PO before a campaign can begin. I understand that it is my responsibility to make sure the PO is requested and sent to CLARUS in a timely manner.
- My College **does not require** a PO before a campaign can begin, only the execution of this agreement.






# PROPOSAL-ButlerCC-Spring-11.18.2019

Final Audit Report

2019-11-18

Created:	2019-11-18
By:	Sarah Pauley (sarah@claruscorporation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAahkiuBFrFdVlaEctUvsOOi8ZqyTUlx-i

## "PROPOSAL-ButlerCC-Spring-11.18.2019" History

-  Document created by Sarah Pauley (sarah@claruscorporation.com)  
2019-11-18 - 5:01:10 PM GMT - IP address: 71.10.133.131
-  Document emailed to Kelly Snedden (ksnedden@butlercc.edu) for signature  
2019-11-18 - 5:01:31 PM GMT
-  Email viewed by Kelly Snedden (ksnedden@butlercc.edu)  
2019-11-18 - 5:47:24 PM GMT - IP address: 75.41.39.165
-  Document e-signed by Kelly Snedden (ksnedden@butlercc.edu)  
Signature Date: 2019-11-18 - 10:16:59 PM GMT - Time Source: server - IP address: 75.41.39.165
-  Signed document emailed to Sarah Pauley (sarah@claruscorporation.com) and Kelly Snedden (ksnedden@butlercc.edu)  
2019-11-18 - 10:16:59 PM GMT

**TOPIC for ACTION**  
**Agreement with George Lay Signs and STEM**

**REPORT:**

The STEM division is leasing two east facing billboards off the north side of turnpike between El Dorado and Wichita. We will use these billboards to advertise various STEM programs over the course of three years.

**RECOMMENDED ACTION:**

Request that the Board ratify the attached contract/agreement with George Lay Signs for a total cost of \$9540.

**RECOMMENDED FUNDING SOURCE:**

STEM Budget

Submitted by:	Mel Whiteside
Supervisor:	Lori Winningham, VPA
Date:	November 18, 2019

**GEORGE LAY SIGNS, INC.**

PO BOX 246 \* Wichita, Kansas 67201-0246 \* 316.262.0433

**ADVERTISING CONTRACT**

This contract made and entered into this **5th** day of **November 2019**, by and between George Lay Signs, Inc., hereinafter referred to as "Company" and the following named person or firm hereinafter referred to as "Advertiser"

<u>Butler Community College</u>	_____	BU16 BU17	_____
LEGAL NAME OF ADVERTISER	CONTRACT NUMBER	INITIAL LOCATION(S)	
ATTN: Yolanda Hackler	_____	_____	
d/b/a	_____	_____	
<u>901 S Haverhill Rd.</u>	_____	_____	
STREET ADDRESS	PERSON TO CONTACT	_____	
<u>El Dorado, KS. 67042</u>	Mel Whiteside	_____	
STATE & ZIP CODE	PHONE NUMBER	_____	
_____	316.218.6302	_____	
_____	EMAIL ADDRESS: <u>mwhiteside@butlercc.edu</u>	_____	

**1. AUTHORIZATION:** In consideration of the covenants and agreements hereinafter contained and the sums stipulated to be paid in cash by the Advertisers to the Company or its order, the Advertiser authorizes the Company to furnish, erect and maintain and/or have furnished, erected and maintained in good condition for a period of **thirty-six (36) months two (2)** advertising display(s) on private property as listed below.

QUANTITY	DESCRIPTION	MONTHLY UNIT CHARGE
1	6' x 21' single face display (BU16 - 3 mi. NE of Andover on I-35 mm60.55) NS/FE	\$140.00
1	6' x 16' single face display (BU17 - 3 mi. NE of Andover on I-35 mm60.620) NS/FE	\$125.00

The copy for the above displays shall be approved or provided by Advertiser.  
**2. PAYMENT:** The Advertiser agrees to pay to the Company or its order the respective monthly unit charge specified above for each display. All payments shall be due and payable in advance on the first day of each month beginning with the effective date and continuing throughout the term of this agreement.

It is understood and agreed that each display authorized hereunder is especially designed, manufactured and installed for the Advertiser, and that the Company's major expenses of performance hereunder are incurred at the beginning of the term of this agreement. Therefore, it is an important consideration of the Company in accepting this agreement that the Advertiser pay all charges hereunder promptly when due.

The Advertiser agrees that if any one of the said monthly payments is not paid to the Company or its order within 30 days after it becomes due, the Advertiser shall pay to the Company a late payment charge of 1 1/2% per month for each month or portion thereof the amount is outstanding until paid. In addition, if any of the aforesaid monthly payments remains unpaid for a period not to exceed 45 days, the Company shall be able to exercise any of the options granted to it under paragraph 9 of this contract.

In the event that the State or Federal Government imposes a tax upon highway advertising and/or the sign structures used therefore (excluding property taxes, permits and license fees as set forth in paragraph 8 of this contract), the Advertiser agrees that when and if such tax becomes effective, the same is to be paid by the Advertiser to the Company, which will make the respective payment to the taxing authority.  
 (\*\* SEE REMARKS)

**3. TERM:** The term of this contract shall be **thirty-six (36)** months beginning on the effective date of each display. The effective date as to each display shall be determined as follows: If the display is installed on or before the 10<sup>th</sup> day of the calendar month, the effective date shall be the first day of that month; if the display is installed after the 10<sup>th</sup> of the month, the effective date shall be the first day of the following month. Company will endeavor to post Advertiser's ad(s) by **December 1, 2019**.

Both parties agree that if at the expiration date one of them wishes to terminate this contract, he will give written notice of this intention to the other party at least 30 days prior to the termination date. If no notice is received by either party, this contract shall continue on a month-to-month basis with an annual increase every December 1st.

**4. ACCEPTANCE:** This contract shall be deemed to be executed and its terms enforceable only upon acceptance by the Company. This acceptance to be evidenced by the signing of this contract by a duly authorized representative of George Lay Signs, Incorporated. Following such acceptance it shall be binding upon and inure to the benefit of both parties hereto, their respective successors, heirs, administrators and assigns.

**5. ADDITIONAL PROVISIONS:** The provisions on the reverse side hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement. Additionally, the provisions on any addendum attached hereto are hereby incorporated herein by specific reference thereto and constitute a part of this agreement if signed by the parties. Any agreement or representation expressed or implied not contained herein, shall not be binding on the parties hereto.

The company shall not be responsible for any failure or delay in the performance of this contract if due to fire, governmental restrictions, strikes, walkouts, acts of God or any other act of things beyond its reasonable control.

The parties agree that they have read this contract and the information inserted herein, that they fully understand it and that the provisions herein correctly state their intentions.

**6. LOCATION:** The displays shall be initially installed at locations selected by the Company and approved by the Advertiser. The Company may elect either to move at its expense or to cancel any individual display which must be relocated because the lessor (landowner), state laws, local ordinances, rerouting of highways or obstructions on approach require relocation. Each display relocated at the request of the Advertiser for any

reason other than those stated above shall be moved at the expense of the Advertiser at the Company's then current charges which the Company will quote. Inability of the Company to install all displays at one time or to secure all display locations contracted for or to relocate any displays provided for above shall in no way constitute a breach of this agreement.

**7. OWNERSHIP:** It is mutually agreed that all displays, structures and land leases acquired for locations under this contract are forever the exclusive property of the Company, its successors and assigns.

**8. MAINTENANCE AND OUT OF SERVICE:** The Company will regularly inspect all displays, relocate displays as heretofore provided, replace damaged or worn out parts, re-erect and straighten twisted or leaning displays, and remove natural obstructions of approach to the displays where possible. The Company will endeavor to repair any such damage in a timely manner; however, any damage to any sign and/or signs through or by an act of providence or by other act or agency beyond the control of the Company shall not violate this contract in any way whatsoever and shall in no way excuse or relieve the Advertiser from fulfilling all the terms of this contract.

The Advertiser shall be compensated for a loss of any advertising service caused by damage to a display which changes or removes the advertising message in a way such that the message is no longer understandable. This compensation shall be equal to any service lost because of the above, and at the option the Company shall be either by the furnishing of additional service rendered at the end of the contract or by the giving of a cash credit. The period of time of any lost service shall begin on the day that notice of the damage is reported by the Advertiser to the Company.

The Company will also be responsible for conforming to zoning ordinances or regulations and right-of-way regulations, securing and pay for annual business licenses and display permits and for payment of land lease rentals and property taxes for the said displays.

**9. REMEDIES:** (i) This agreement may be cancelled in its entirety at the option of the Advertiser in the event that the Advertiser shall discontinue offering the product or services advertised by the display(s); or at the option of the Company in the event that Advertiser fails to make payments required when due under this contract. If cancelled as above, the cancellation date shall be the end of the month in which written notification of cancellation is received or sent by the Company. On the cancellation date the Company may immediately remove the advertising copy from the display(s) and is under no obligation to keep available or retain for the Advertiser any location(s) of the display(s). Upon such cancellation, the Advertiser agrees to pay immediately to the Company cancellation charges as follows:

- A. If cancelled before displays are installed the retail cost of preparation of art work or specification drawings and materials which have been fabricated specifically for this contract plus 15% for overhead expenses.
- B. If cancelled after the displays are installed but prior to the end of the initial term hereof, it shall be any unpaid charges which are due at the date of cancellation plus an amount not to exceed the applicable monthly unit charge per display for each remaining month of the initial term of this agreement.

(ii) In the event that the Advertiser fails to make payments required when due under this contract, the Company may, as a condition to continuing the contract, elect to cause the entire contract price, or any portion thereof, to become due and payable in cash at once.

**10. ASSIGNMENT:** This agreement shall not be assigned by the advertiser except with prior written consent of the Company. If the Advertiser's business is sold or transferred, the Advertiser shall require its successors to agree to discharge the Advertiser's obligations to the Company hereunder. If arrangements satisfactory to the Company cannot be made, the Company, at its option, may cancel the contract and require the Advertiser to pay cancellation charges as under paragraph 9 (i) above.

**11. CHANGE OF COPY:** The copy on the display will not be changed during the term of this agreement except by the mutual written agreement of the parties hereto. If a change of copy, requested by the Advertiser, is agreed to by the parties, the Company agrees to provide the Advertiser with a firm quotation of the charge for making such change.

**12. HOLD HARMLESS:** The Company agrees to hold the Advertiser harmless from any and all claims, or demands on account of bodily injury or physical property damage caused by or resulting from the furnishing, erecting or maintaining of any display covered by this agreement. The Company also agrees to carry, at its own expense, adequate public liability insurance covering such contingencies during the term of this agreement.

The Advertiser agrees to save the Company harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from the negligence or willful act of the Advertiser with regard to the displays authorized by this agreement. This shall specifically include any act with regard to the affixing, attaching, emplacement or use of auxiliary advertising panels, changeable copy letters or numerals or other devices on the display.

**REMARKS:**

**A deposit of two months' rent is required. Deposit will be credited at the end of the contract term.**

**Company will provide Advertiser with the option to cancel contract at the end of each contract year. To exercise this option, the Advertiser must provide a 60-day written notice of such intent before the cancellation option date.**

**Initial installation plus 2 additional change-outs are included during contract term, not including Production costs. Current production costs will be \$315. for BU16, and \$270. for BU17.**

**ADVERTISER:**

SIGNATURE Kimberly Knell  
TITLE President DATE 11/14/19

**GEORGE LAY SIGNS, INC.**

SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_



# INVOICE

INVOICE #DEPOSIT  
DATE 06/20/2019

1016 N Waco  
PO Box 246  
Wichita, KS 67201-0246  
316-262-0433 800-888-0433  
316-262-3306 [fax]  
www.laysigns.com

TO:  
FUTURES ONE  
300 SPEEDWAY CIR STE. #135  
LINCOLN, NE 68502

Butler Community College, BU16, BU17  
I-35 @ MM 60.55 (BU16) and MM 60.620 (BU17)  
3 MILES NE of ANDOVER  
ANDOVER, KS

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
SUE McKEOWN	BU 16	Mel Whiteside			Upon Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Deposit on outdoor advertising contract - BU16	\$ 280.00	\$ 560.00
	2 months rental @ \$280.00		
1	Deposit on outdoor advertising contract - BU17	\$ 250.00	\$ 500.00
	2 months rental @ \$250.00		
	Deposit to be credited to end of contract term		

SUBTOTAL	1,060.00
SALES TAX	EXEMPT
TOTAL DUE	1,060.00

Make all checks payable to **George Lay Signs Inc.**  
We also accept MasterCard, Visa, American Express and Discover.  
If you have any questions concerning this invoice, call **316-262-0433**

THANK YOU FOR YOUR BUSINESS!

**SUPPLEMENTAL INFORMATION**

Office of Research and Institutional Effectiveness

215 BOE

(316) 322.3338



**Butler Community College Key Performance Indicators**

<b>KPI</b>	<b>Definition</b>	<b>Goal</b>	<b>CURRENT OUTCOME</b>
Completion (Grad rates) <i>Updated in spring</i>	IPEDS Graduation Rate (First-time, Full-Time, Degree-Seeking; 150%)	Increase graduation of FT/FT, degree-seeking students from 24% to 34% by 2020	26% Transfer = 26%  (2017 = 23%; Transfer = 29%)
Completion (Credential awards) <i>Preliminary update – late fall; final update - spring</i>	Annual production of certificates and degrees	Increase the award of degrees and certificates from 1,415 to 1,557 by 2020	<b>1,513 (1,496 in AY 2018)</b>
Retention <i>Updated in spring</i>	IPEDS Fall Enrollment Report; retention of first-time, full-time, degree-seeking students from fall to fall	Increase retention of FT/FT, degree-seeking students to 71% by 2020	60 % (2017 = 60 %)
CTE placement rates <i>Updated in spring</i>	Job placements of completers/leavers of Butler CTE programs	Exceed 79%	77% (2017 = 71%)
Transfer GPA <i>Updated in spring</i>	GPA of Butler transfers to WSU compared to native students	Exceed native GPA	Fall 2017 Term GPAs: Average GPA of new Butler transfers = 2.68 (2.60 in Fall 2016) Average GPA of native students = 2.55 (2.63 in Fall 2016)

**KBOR PERFORMANCE AGREEMENT OUTCOMES**

<b>GOAL</b>	<b>KBOR Mandated Baseline</b>	<b>OUTCOME Year 2</b>
Increase third party industry credentials	1012	1121
ALP success rates	63.1%	58.3%
Increase STEM credentials	302 AAS and Certificates	294
Improve College Algebra pass rates	65.2%	69.8%
First year retention	62.4%	65.4%



## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Marketing
Responsible individual	Kelly Snedden
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Ensure Student Success</b>	Priority Number: <b>1e</b> (Prioritize and develop program specific marketing plans and materials)

### Narrative

Implementation of pathways placed a large hurdle in the development of program materials which could be used by Admissions as well as Academic Departments. During the first year of implementation individual pathways were not completed in time for inclusion in Admissions promotional materials. Therefore, College Relations and Marketing created simplified brochures that highlighted each Metamajor, but did not offer details regarding each degree.

As the program pathways were finalized, the College's online catalog was built to reflect the academic pathways semester by semester. In addition, the admissions brochures were strengthened with stronger content. However, details of each program area are still not included in the admissions brochures and, therefore last spring Marketing staff felt something more was needed in order to appropriately communicate specifics about each degree path. Stronger promotional copy was needed, and benefits and quality measures needed to be collected from each academic program lead.

### Current Outcomes

Metamajor folders are being created that highlight academic cluster areas and allows each department to create packets "on demand" for prospects, tailored to their interest area. Photography of each program has also been a high need for this project.

- 25 clusters/folders were identified to be produced and 90 program sheets (pulled from Acalog content) need assembled and laid out and stored for easy access and on-demand use.
- 6 folders have been printed and delivered
- 8 have been written and ready for layout and design
- 9 are in the content development stages – either need written, or academic departments need to submit information
- 6 program folders have been identified as either unviable for a brochure. For example: At least 3 programs are the exact same curriculum except for one course. Marketing deems the content too thin and not worthy of a promotional publication.
- SharePoint Libraries for folders and inserts has been created with access shared as each folder gets completed.

Since College Relations and Marketing was re-established in 2014, anywhere from 30-50 various marketing plans have been completed in a variety of forms for a variety of needs, i.e. academic programs, college site, student group, or event. The challenge lies

with managing the numerous tasks within each plan and understanding overall where to focus in order to produce the greatest impact in the market. Currently, the team is growing its use of Microsoft Planner to help manage the multiple needs of each plan.

### **Action items for future outcomes**

**Goal:** All Metamajor folders written, designed and ready for print by end of Dec. 2019

**Goal:** All folders printed and delivered by end of January 2020.

**Goal:** A “how to use” sheet will be created with accompanying materials to help educate the college community on how best to use these pieces for recruitment.

**Goal:** Content from the folder project will now push over into the website for new content and program exposure online.

**Goal:** Content from the folder project will push over into program video shorts for digital promotional use.

**Goal:** Develop a coordinated effort for top of the funnel tracking by program to understand the conversation rates for each program and/or location, student group and build marketing plans accordingly.

**\*Challenge:** Over the course of a year the team can probably only fully manage 7-10 marketing plans at any one time. It’s still unclear if that many could be fully funded by the existing marketing budget. Therefore, a rotation of marketing plan priorities will be created based on “programs with less than 30 leads/apps in the funnel.”

### **Strategic Alignment**

This work helps align with the following strategic priorities as these pieces will help communicate the opportunities, options, costs and value to prospective students and their families, as well as serve numerous efficiencies with the bulk of additional content pieces being “print on-demand,” thus providing up-to-date information that is easily accessible by Butler faculty and staff as needed.

**Ensure Student Success** – Focus on student completion

**Advance Institutional Effectiveness** – Focus on Strengthening the Fundamentals of our Business

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	PROVIDE
Responsible individual	Esam Mohammad/Lori Winningham
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Ensure Student Success</b>	Priority Number: <b>2b</b> (Evaluate PROVIDE report and determine next steps during Fall 2019)

### **Narrative**

Based on the findings of the first round of PROVIDE, departments have been asked to begin implementing concepts with help from PROVIDE committee members.

### **Current Outcomes**

Ten program clusters were identified for the first round of triennial cycle of continuing evaluation (Auto Tech, Theater, Behavioral Science, English, Agriculture, Music, Info Tech, Criminal Justice, Chemistry, Foreign Language). Two person sub-committees were assigned for selected each program cluster for meeting leads and faculty, educating them on the nature, scope, and importance of this process, and developing metrics on retention and action items from feedback.

### **Action items for future outcomes**

Program cluster retention metrics and baselines to be drafted in December with implementation scheduled for Spring 2020. Templates to standardize feedback and action items to be distributed in January.

### **Strategic Alignment**

This objective is part of BCC's 2018-2020 Strategic Plan which in its Action Statement 1.3 calls for the development and piloting of a plan to assess the viability of the institution's academic programs.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Student Services
Responsible individual	Jessica Ohman
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Ensure Student Success</b>	Priority Number: <b>4a</b> (Streamline student support with technology and process improvements through enrollment management initiatives)

### **Narrative**

Together with Informational Services (IS), Enrollment Management will work to streamline enrollment processes through the implementation of Banner 9 self-service for students.

### **Current Outcomes**

Banner 9 Student Self-Service test instance installed.

### **Action items for future outcomes**

Project team identified and plan created for implementation, training and go-live.

### **Strategic Alignment**

The adoption of Banner 9 Student Self-Service will allow for updated, intuitive registration features to improve the student enrollment experience.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Student Services
Responsible individual	Jessica Ohman & Bill Rinkenbaugh
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Ensure Student Success</b>	Priority Number: <b>4c</b> (Increase the usage of student lifecycle tools with further implementation of Ellucian Recruit and AVISO beginning fall 2019)

### Narrative

Admissions went live with Ellucian CRM (Customer Resource Management) Recruit in Fall 2018. Since that time the team has become more comfortable with the functionality, implementing new features over the past few months.

The AVISO Retention software will centralize around a proactive, action-oriented approach to communicate with and motivate students. AVISO Retention will provide real-time retention and persistence data in order for us to identify students as early as possible regarding their active engagement or lack thereof in the classroom. This early identification will create opportunities to offer assistance and services to help them be successful.

### Current Outcomes

Within the Admissions department the job duties of a vacant position were revised to focus on Ellucian CRM Recruit. As a result, we've had more momentum with the product including the branding of email, implementation of events, and revision of the inquiry form. The international admissions application is scheduled went live in November 2019.

AVISO Retention software implementation was launched Fall 2019 – configuration and training meetings were held November 11-13.

### Action items for future outcomes

Continued utilization of Ellucian CRM Recruit including the revision and refinement of all communication messages will occur. Continued implementation of new plans will be created in Ellucian CRM Recruit to assist in the admissions effort of recruiting new students to Butler.

AVISO Retention trainers will be on-site December 12 to train lead faculty and advisors on the product.

### Strategic Alignment

CRM Recruit and AVISO Retention align with the strategic goal of Ensuring Student Success by allowing faculty and staff to provide timely communication and support to positively impact student engagement and provide them a stronger opportunity to be successful throughout the semester.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Shared/Participatory Governance
Responsible individual	Kim Krull
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Invest in our Employees' Success</b>	Priority Number: <b>2a</b> (Review and revise committee structure and reporting processes during fall 2019)

### **Narrative**

Communication with college employees is vitally important to ensure broader understanding, awareness, and input for college initiatives, process changes, the strategic plan, progress toward benchmarks, future plans, operational decisions, academic and student services decisions, and general college “happenings.” While Butler has a significant number of committees, task forces, and councils, discussions have led to an understanding that reorganizing the college’s committee structure and reporting of information could facilitate and support enhanced communication and transparency

### **Current Outcomes**

A small task force has been formed and has met twice in September and November to discuss the reasons for potentially changing the committee structure and reporting, what problems we wish to solve, and how to move forward with the change.

### **Action items for future outcomes**

The task force will develop a template for possible change presenting the information to Exec Council for discussion early in the spring semester. Once feedback is received from Exec Council, changes will be made and input will be sought from a broader group of internal stakeholders. An implementation goal for any changes will be determined early in the spring semester.

### **Strategic Alignment**

These objectives are part of Butler Community College’s 2019-2021 Strategic Plan with the college’s goal of “Investing in our Employees’ Success”, under which Priority 2 calls for support for shared/participatory governance and performance indicator 2.2a identifies the goal to review and revise the committee structure and reporting processes during fall 2019.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Professional Development
Responsible individual	Mark Jarvis
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Invest in our Employees' Success</b>	Priority Number: <b>3d</b> (Expand Faculty Development opportunities during AY2020)

### **Narrative**

Student success in the classroom hinges in part on faculty succeeding in the delivery of instruction. Realizing this, Butler leadership has invested deeply in faculty development. Our faculty receive more training (and have more training opportunities) than any other community college faculty in Kansas. We are constantly encouraging our faculty to be at their Butler Best.

### **Current Outcomes**

By offering over 100 workshops on a vast variety of content, just this Fall 2019, Butler Faculty Development has equipped faculty of every discipline. Workshops have built upon AVID strategies, our own personal best practices, and peer-to-peer synergy. Outcomes include more engaged faculty and students. Faculty express greater camaraderie and confidence. There is a growing culture of participation and learning together, across all ranks of the institution.

### **Action items for future outcomes**

The Office of Faculty Development continuously explores new venues and methods of delivery, and we expect to offer more convenient and timely training options, from door-to-door assists to online content. The flagship initiative of the last five years, Summer Jam, has been leveled and a new-improved event will take its place in May of 2020.

### **Strategic Alignment**

In the ways cited above, Faculty Development is expanding and tweaking, always continuously improving our delivery, and through this, our faculty, all so that students might experience greater success in the classroom.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	CEU Training
Responsible individual	Lori Winningham
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>1e</b> (Develop and provide new CEU training opportunities during AY2020)

### **Narrative**

With enrollment on the decline for the past three years, the academic division has been exploring a number of options to help with this problem. One such opportunity identified is the Continuing Education Unit (CEU). A CEU is a unit equal to a10 hours of participation in an accredited program designed for professionals with certificates or licenses to practice various professions. The annual number of CEUs required varies by state and profession.

There are many professions that require the CEUs in order to keep their licensure. (Attached will include a list of CEU opportunities offered through Butler Community College – BETA.)

### **Current Outcomes**

BETA has been studying the market to identify the CEU market and which ones were best suited for Butler to pursue. Some CEU credit (for example, elementary and secondary education) can only be obtained through four year universities. BETA has been working through the professions to seek out which ones can be obtained through a two- year college. We have a great start on this determination and which ones to enter the market with first.

### **Action items for future outcomes**

As the specific CEU market segments have been identified, BETA will continue to enlist new partners already entering the market or will hire industry experts to design the curriculum needed to become a premier CEU center for such professionals needing them for their credentialing. We are working currently with the National Society for Human Resource Management (SHRM) to develop PD (Professional Development Credits), another form of CEU, for their national audience of HR professionals. We have been approved as one of their Recertification Provider. We are also working with many other partners from a variety of industries to develop ongoing CEU/PD credit. (See attached lists for current partners and CEU opportunities)

### **Strategic Alignment**

With this particular goal, the strategy is to be able to contribute back to our communities by providing innovative and creative recertification options for professionals to continue to work in their industries. This also aligns under this same strategy by strengthening our partnerships and engagement with our business and industry partners by offering their recognized and accredited recertification's.



<a href="#">Certificate in Music Therapy and Sound Healing</a>	* ALLEGRA (see below)
<a href="#">Certificate in Women's Health Issues</a>	*
<a href="#">Certificate in Complementary and Integrative Health</a>	*
<a href="#">Certificate in Holistic and Integrative Health: Foundations 3</a>	*
<a href="#">Certificate in Mindfulness</a>	*
<a href="#">Certificate in Pain Assessment and Management (Self-Paced Tutorial)</a>	*
<a href="#">Aging and Health Bundle</a>	*
<a href="#">Certificate in Energy Medicine</a>	*
<a href="#">Certificate in Gerontology</a>	*
<a href="#">Certificate in Healthy Aging</a>	*
<a href="#">Certificate in Meditation</a>	*
<a href="#">Certificate in Wellness and the Environment</a>	*
<a href="#">Certificate in Holistic and Integrative Health: Foundations 1</a>	*
<a href="#">Certificate in Holistic and Integrative Health: Foundations 2</a>	*
<a href="#">Certificate in Violence Prevention and Awareness</a>	*
<a href="#">Certificate in Pain Assessment and Management</a>	*
<a href="#">Certificate in Spirituality, Health, and Healing</a>	*
<a href="#">Certificate in Infectious Diseases and Infection Control</a>	*
<a href="#">Certificate in Nutrition, Chronic Disease, and Health Promotion</a>	*
<a href="#">Certificate in Starting Your Own Business in Health and Healing</a>	*
<a href="#">Certificate in Food, Nutrition, and Health</a>	*
<a href="#">Certificate in Integrative Mental Health</a>	*
<a href="#">Certificate in End of Life Care</a>	*
<a href="#">Global Health and Healing Bundle</a>	*
<a href="#">Certificate in Legal and Ethical Issues in Healthcare</a>	*
<a href="#">Certificate in Global Healing Systems</a>	*
<a href="#">Certificate in Brain Health</a>	*
<a href="#">Women's Health Bundle</a>	*
<a href="#">Pain Management and End of Life Bundle</a>	*
<a href="#">Certificate in Perinatal Issues</a>	*
<a href="#">Nutrition and Health Bundle</a>	*
<a href="#">Certificate in Healing Environments for Body, Mind, and Spirit</a>	*
<a href="#">Certificate in Stress Management</a>	*
<a href="#">Health Care Entrepreneurship Bundle</a>	*
<a href="#">Certificate in Holistic and Integrative Health</a>	*
<a href="#">Mind-Body Therapies Bundle</a>	*
<a href="#">Health and Well-Being Bundle</a>	*
<a href="#">Sales Training Suite</a>	Project Management Institute, Inc.
<a href="#">Nutrition for Optimal Health, Wellness, and Sports</a>	ACSM
<a href="#">Personal Training and Group Exercise Training for Older Adults</a>	ACSM
<a href="#">Fitness Business Management</a>	ACSM
<a href="#">Professional Recovery Coach</a>	NAADAC

<a href="#">Child Development Associate Training Renewal</a>	CDA
<a href="#">Payroll Wage &amp; Hour Training &amp; Certification Program</a>	HRCI/SHRM
<a href="#">The Payroll Management Training &amp; Certification Program</a>	HRCI/SHRM
<a href="#">Asset Management</a>	Kansas Real Estate Commission
<a href="#">Deeds</a>	Kansas Real Estate Commission
<a href="#">Real Estate Math</a>	Kansas Real Estate Commission
<a href="#">1031 Real Estate Exchanges</a>	Kansas Real Estate Commission
<a href="#">Real Property Ownership &amp; Land Use</a>	Kansas Real Estate Commission
<a href="#">Estimating the Gross Living Area</a>	Kansas Real Estate Commission
<a href="#">Home Inspection</a>	Kansas Real Estate Commission
<a href="#">Titles and Records</a>	Kansas Real Estate Commission
<a href="#">Liens, Taxes and Foreclosures</a>	Kansas Real Estate Commission
<a href="#">Real Estate Appraisal</a>	Kansas Real Estate Commission
<a href="#">Facility Maintenance</a>	American Council of Engineering Companies
<a href="#">Understanding the Human Resources Function</a>	SHRM
<a href="#">Human Resource Management Suite</a>	SHRM
<a href="#">Talent and Performance Management</a>	SHRM
<a href="#">Workplace Law Essentials Value Suite</a>	SHRM
<a href="#">Employment Law Fundamentals</a>	SHRM



# Certification Maintenance

## Relevant Maintenance Topics

Presenting, attending activities, or involvement in organizations related to the following topics, awards maintenance professional development points.

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>■ Accounting</li><li>■ Accounting management</li><li>■ Accounting software training</li><li>■ Analysis and decision making</li><li>■ Asset management</li><li>■ Basics of supply chain management</li><li>■ Bottleneck management and production sequencing</li><li>■ Business forecasting</li><li>■ Business law</li><li>■ Business policy</li><li>■ Business process modeling and redesign</li><li>■ Business process reengineering</li><li>■ Business psychology</li><li>■ Business statistics</li><li>■ Certified public accountants exam preparation</li></ul> | <ul style="list-style-type: none"><li>■ Managerial finance</li><li>■ Managing business information systems</li><li>■ Manufacturing planning</li><li>■ Manufacturing system training</li><li>■ Marketing</li><li>■ Marketing management</li><li>■ Master planning</li><li>■ Material and capacity requirements planning</li><li>■ Material requirements planning (MRP)</li><li>■ Multi-site implementation strategies</li><li>■ New product development</li><li>■ Object-oriented abstraction and design</li><li>■ Operating systems</li><li>■ Operations analysis</li><li>■ Operations management</li><li>■</li></ul> |
|---|---|

- Computer communication
- APICS CPIM certification review courses
- APICS CPM review courses
- Critical thinking
- Database management
- Demand-flow techniques
- Distribution resource planning (DRP)
- Economics
- Enterprises resource planning (ERP)
- ERP software training
- Executive management
- Finance
- Financial analysis
- Financial integration
- Global dimensions in business
- Human resource management
- Industrial engineering
- Integrative planning and control
- International purchasing
- Inventory management
- Inventory software training
- Invoicing
- Location and lot control (warehousing) management
- Management accounting
- Management of information systems technology
- Management of the total enterprise
- Managerial accounting
- Managerial ethics

- Optimizing financial goals within the supply chain
- Order processing
- Organizational behavior
- Organizational development
- Philosophy of values and ethics
- Policy formulation
- Principles of management
- Production control
- Production management
- Production planning
- Project management
- Purchasing
- Quality management
- Resource management
- Sales delivery and invoicing
- Sales orders
- Statistical analysis
- Statistical inventory control
- Statistical methods
- Strategic management and policy
- Team building
- Theory of constraints
- Transportation management
- Warehouse management
- Warehousing

from the [APICS website](#) for additional information on maintaining your certification.

## CREDENTIALS & EDUCATION

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### **Eligible Maintenance Activities**

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### **Ineligible Maintenance Activities**

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### **Maintenance Application**

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## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	State of the College
Responsible individual	Kim Krull & Tom Borrego
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>2c</b> (Present “State of the College” reports to service area Chambers, Boards of Education, County Commission, City Commissions to share academic, financial, student success, and workforce information beginning fall 2019)

### Narrative

In order for Butler to more comprehensively engage service area stakeholders, it is important for key college administrators to share information on the college’s strategic plan, key initiatives, funding, successes, challenges, and economic and workforce impact. Information will be presented during organizations’ regularly scheduled meetings or work sessions allowing time for some discussion and insight regarding the college.

### Current Outcomes

College Relations and Marketing, Foundation and the president are currently working to narrow down topics to be presented and the format in which to present them. Strategic Plan and Butler by the Numbers handouts have been updated for 2019-2020 and will be distributed as well.

### Action items for future outcomes

A schedule of meetings for area organizations, chambers, commissions, school boards, etc has been identified. Information for presentation will be finalized and presentations will begin early in the spring semester.

### Strategic Alignment

This objective is part of Butler Community College’s 2019-2021 Strategic Plan with the college’s goal of “Contributing to Our Communities”, under which Priority 2 calls for engaging community members and college stakeholders through strategic communication and visioning and performance indicator 2.2c identifies a “State of the College” report will be presented to service area Chambers, Boards of Education, County Commission, City Commissions to share academic, financial, student success, and workforce information.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Human Resources
Responsible individual	Shelley Stultz
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Contribute to Our Communities</b>	Priority Number: <b>3a</b> (Gather data from employees on civic engagement, identify key organizations for which Butler reps should be involved)

### **Narrative**

Butler contributes to the vitality of the communities it serves. Creating strong partnerships, and intentionally pursuing service and engagement in our communities is an important key to our long term success. Understanding the organizations that Butler employees engage, volunteer or serve in their communities can offer valuable insight and knowledge.

### **Current Outcomes**

We have identified key organizations in the surrounding communities that optimize Butler's influence and interest in the area.

### **Action items for future outcomes**

Identify if a Butler employee or representative serves on any of the key organizations in the surrounding communities. Identify where we have gaps in representation and seek volunteers to participate where appropriate.

Pertinent information learned and shared from community councils or boards can be useful for relationship building and strategic planning.

### **Strategic Alignment**

The information gained from having a representative in key organizations will allow Butler to Contribute to our Communities through activism and information sharing. Having a pulse on the needs and opportunities in our communities will strengthen institutional effectiveness as we plan and execute our programs strategically and use facts to drive decisions.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	EMSI Market Study
Responsible individual	Esam Mohammad
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>3c</b> (Complete EMSI market study during AY2020)

### **Narrative**

The study, by Economic Modeling Specialists Inc (EMSI) of Moscow, Idaho uses Butler provided data, EMSI's proprietary econometric modeling tools, and publicly available trend information to quantify the returns of investment by students, families, communities, and taxpayers in the operations of the college.

### **Current Outcomes**

Scoping, mapping, and data uploads have been completed and two separate sets of reasonability reviews of the preliminary draft undertaken.

### **Action items for future outcomes**

It is expected that the final report will be available to the institution's leadership by January 2020.

### **Strategic Alignment**

The Market Study is responsive to advancing institutional effectiveness and contributing to our communities by communicating the value that Butler provides to students, communities, and businesses in the region.



## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Long Term Financial Plan
Responsible individual	Kent Williams
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>4b</b> (Develop long-term financial plan to address deferred maintenance and continue college innovation)

### **Narrative**

Butler's budget development process is directly linked to the strategic planning process. Deferred maintenance and college innovation are annually considered by the senior administrative team during these process activities.

### **Current Outcomes**

Beginning last year \$300,000 was added to the base budget for deferred maintenance. The Director of Facilities Management prepares an annual project list for this budget which is published in the Budget Update reports made by Finance and Accounting in the summer, fall and spring.

### **Action items for future outcomes**

In January 2020 after BOT committee assignments have been made the administration plans to reestablish the Capital Projects Team. We anticipate that deferred maintenance will be a topic of concern for this group.

### **Strategic Alignment**

Institutional Effectiveness

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Foundation
Responsible individual	Tom Borrego
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>4c</b> (Identify and strategically align Foundation donor support for College innovations)

### **Narrative**

The Butler Community College Foundation manages its relationships with donors utilizing the Moves Management System. This includes a monthly Moves Management meeting that reviews prospective donors, specific prospective donors to cultivate and those that the Foundation plans to solicit in a given year. Prospect research provides the staff with information to determine a donor's capacity to give, desire to give and programs and projects that a donor may have an interest to support or who may be willing to entertain a proposal based on the college's priority needs.

### **Current Outcomes**

The Foundation has recently completed a Foundation Operations Audit to determine the effectiveness of this process and areas to improve. A draft of the Foundation's Fundraising Plan is currently in draft form and will be completed in this fiscal year. Currently, the Foundation is supporting special event fundraising (auction), scholarship fundraising, direct mail solicitation and deferred gift solicitation.

### **Action items for future outcomes**

The Foundation is working towards the broadening of the current donor base by investing time in prospect research, planned giving marketing and more strategic cultivation methods to educate and determine interest in current and future needs of the college.

### **Strategic Alignment**

This objective is part of Butler Community College's 2019-2020 Strategic Plan with the College's goal of "Contribute to our Communities", under which Priority 3 calls on Butler Community College to share its resources to build a better community, region and world. Performance indicator 4c challenges the Foundation to improve a student's ability to access a higher education and support programs and structures that can deliver the quality education expected by Butler Community College and its students.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Institutional Technology
Responsible individual	Bill Young
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Advance Institutional Effectiveness</b>	Priority Number: <b>2d</b> (Develop and deliver training for use of institutional technology)

### **Narrative**

As we progress through the evolution of digital transformation, Butler Community College continues to expand our footprint of institutional technology. From Ellucian Banner ERP to Microsoft Office 365 to Adobe Creative Cloud to Canvas Learning Management System, we continue to build our portfolio of tools that allow us to deliver a connected experience to the customer from inception to completion. In order to ensure the effective use of all of these tools, The Technology Training Specialist in the Information Services division is the point person on developing and delivering training to Butler Community College staff on a significant portion of our institutional and enterprise technology solutions. Additionally, members from each department in the information services division work with other functional units at the institution to deliver customized and pointed training opportunities for staff. Having this model in place is imperative as software and technology needs evolve on a regular basis.

### **Current Outcomes**

Significant increase in training opportunities for staff.  
Multiple training opportunities each month for staff.  
Increased exposure to institutional technology training at Institutional Development Day.

### **Action items for future outcomes**

Expand the library of training materials for staff reference.  
Create a video library of training materials to accompany the written documentation.  
Embed subject matter experts in each functional unit to serve as a point person or initial point of contact.

### **Strategic Alignment**

Advancing Institutional Effectiveness and Ensuring Employee Success

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Student Fee Structure
Responsible individual	Jessica Ohman, Bill Rinkenbaugh, and Kent Williams
Report for the BOT meeting of	December 10, 2019
Strategic Goal: <b>Advance Institutional Effectiveness</b>	Priority Number: <b>3b</b> (Review and update student fee structure during fall 2019)

### Narrative

The Strategic Enrollment Management Team charged the following group with the task of creating options and recommendations for the FY 2021 tuition and fee rates:

- Jessica Ohman, AVP Student Services
- Esam Mohammad, AVP Institutional Effectiveness
- Donnie Mercer, Director of Accounts Receivable
- Lori Winningham, VP Academics
- Kim Sherwood, Director of Accounting
- Kerry Potter, Budget Analyst
- Kent Williams, VP Finance
- Heather Rinkenbaugh, Dean On-Line, High School and Community Learning

### Current Outcomes

The group has met several times during October and November, and is considering traditional options and incentive options.

### Action items for future outcomes

The group is continuing to meet and will likely present the Vice Presidents group with a recommendation in early December.

### Strategic Alignment

- Insure Student Success
- Institutional Effectiveness

Butler Community College  
Statement of Revenue, Expenditures, Other Changes  
As of 11/30/2019

FISCAL YEAR 20, PERIOD 05  
Operating Funds 1100, 1200, 1500

	2020				2019			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
<b>REVENUES:</b>								
Tuition/Fees	19,235,914	13,617,523	5,618,391	70.79%	19,960,768	14,374,275	5,586,493	72.01%
Local Sources	14,648,337	1,267,321	13,381,016	8.65%	14,733,876	1,030,057	13,703,819	6.99%
State Sources	15,870,398	7,635,503	8,234,895	48.11%	15,278,990	7,277,292	8,001,698	47.63%
Auxiliary Sources	17,724	8,190	9,534	46.21%	17,724	7,225	10,499	40.76%
Other Sources	1,042,959	306,707	736,252	29.41%	942,039	320,131	621,908	33.98%
Transfers	109,249	0	109,249	0.00%	422,397	362,892	59,505	85.91%
<b>TOTAL REVENUES:</b>	<b>50,924,581</b>	<b>22,835,244</b>	<b>28,089,337</b>	<b>44.84%</b>	<b>51,355,794</b>	<b>23,371,873</b>	<b>27,983,921</b>	<b>45.51%</b>
<b>EXPENSES:</b>								
Instruction	16,239,008	5,390,566	10,848,442	33.20%	15,959,814	5,206,590	10,753,224	32.62%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Public Service	0	0	0	0.00%	0	0	0	0.00%
Academic Support	3,649,137	1,313,794	2,335,343	36.00%	3,596,959	1,340,263	2,256,696	37.26%
Student Services	6,646,929	2,534,772	4,112,157	38.13%	6,594,959	2,543,162	4,051,797	38.56%
Institutional Support	17,771,485	8,288,826	9,482,659	46.64%	16,912,252	7,546,070	9,366,182	44.62%
Physical Plant Operations	3,495,683	1,196,089	2,299,594	34.22%	3,287,943	1,175,740	2,112,203	35.76%
Student Financial	3,710,385	1,855,729	1,854,656	50.01%	3,765,385	1,808,680	1,956,705	48.03%
Auxiliary Enterprise	235,000	0	235,000	0.00%	205,000	0	205,000	0.00%
<b>TOTAL EXPENSES:</b>	<b>51,747,627</b>	<b>20,579,776</b>	<b>31,167,851</b>	<b>39.77%</b>	<b>50,322,312</b>	<b>19,620,506</b>	<b>30,701,806</b>	<b>38.99%</b>
<b>TRANSFERS AMONG FUNDS:</b>								
Mandatory Transfers	1,135,060	696,924	438,136	61.40%	1,370,424	818,655	551,769	59.74%
Non-Mandatory Transfers	686,000	0	686,000	0.00%	615,000	615,000	0	100.00%
<b>TOTAL TRANSFERS:</b>	<b>1,821,060</b>	<b>696,924</b>	<b>1,124,136</b>	<b>38.27%</b>	<b>1,985,424</b>	<b>1,433,655</b>	<b>551,769</b>	<b>72.21%</b>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<b>(2,777,002)</b>	<b>1,433,348</b>			<b>(1,096,838)</b>	<b>2,211,438</b>		
Fund Balances, Beginning of year	7,135,350	7,135,350			9,517,439	9,517,439		
Fund Balances, End of Period	4,358,348	8,568,698			8,420,601	11,728,876		

## **Statement of Revenue, Expenditures, and Other Changes**

### **REVENUES:**

#### Tuition/Fees

In-County, In-State, Out-State, International Tuition, Tuition Waivers, Continuing Ed Fees, Nursing Fees, Auto Tech Uniform Fees, International Student Processing Fees, Online Course Fees, Enrollment Fees, Student Health Fees, and Athletic Scholarship Fees

#### Local Sources

Ad Valorem Taxes, Taxes-in-Process, Delinquent Taxes, Motor Vehicle Taxes, and other Local Taxes

#### State Sources

State Operating Grant and SB155 Funding

#### Auxiliary Sources

Dorm Rental – Fire Science students

Student Life and EduCare Fund Revenue (not applicable to Operating Funds)

#### Other Sources

Interest Income, Reimbursements, Commissions, Gate Receipts, Deferment Fees, Media Resource Fees, and Prior Year Claims Cancelled

#### Transfers

Testing Fees Transfer for Administration, Transcript Fees Transfer for Advising, and Residence Hall Debt Transfer

### **EXPENSES:**

#### Instruction

General, Vocational and Adult Instruction

#### Other Expenditures

Parking and Agency Funds (not applicable to Operating Funds)

#### Academic Support

Library, Academic Administration, Curriculum Development

#### Student Services

Counseling, Financial Aid, Student Records, Admissions, Health Services, Student Activities, and Student Services

#### Institutional Support

Executive Management, Fiscal Operations, Community/Public Relations, Information Services, and Administrative Services

#### Physical Plant Operations

Maintenance of Buildings, Equipment, Grounds, Debt Service

#### Student Financial

Scholarships and Grants

#### Auxiliary Enterprise

Operating Support of EduCare Center

#### Transfers

Debt Service Payments, Operating Support to ABE, BETA, and Grizzly Adventures, Annual Transfers to Development, Facilities, and Technology Funds

## THANK YOU NOTES

Dear Dr. Krull & BCC Family,  
Thank you for the beautiful flower arrangement & thoughtful card for our family upon my father-in-law's death. We & I so appreciate this kindness!  
Sincerely,  
Kathy & Warren McCoskey & Family



November 14, 2019

Dr. Kim Krull, President  
Butler Community College  
901 South Haverhill Road  
El Dorado, KS 67042

Dear Dr. Krull:

On behalf of El Dorado's Celebration of Freedom Committee and the citizens of El Dorado, we would like to express our utmost thanks that John Templin and the Butler Community College Sideliners took part in our 22nd Annual Celebration of Freedom Parade on November 9. We appreciate their always magnificent involvement in the parade and also the colorful and enthusiastic presentation of the students' skills.

Butler was among four other college and high school bands, along with the 1st Infantry Division Band and the Commanding General's Mounted Color Guard from Fort Riley who led the parade that day. There were, in addition, many other floats and entries from throughout Butler County who participated.

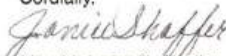
We wanted to thank John for helping us honor our nation's young men and women of every generation who have chosen to protect our "lives, liberties, and pursuits of happiness"—which we are so prone to take for granted. He has done this year after year and would be there, we are sure, without an invitation.

In a very real way, John and the Sideliners helped to connect our citizens to our military, and assisted in reminding us all, that our troops stand as a safeguard from the dangers of this sometimes weird and always perilous world—our troops are young people who would lay (and have lain) down their lives for us.


The "happy-to-serve" attitude displayed by John and the BCC Sideliners is greatly appreciated.

Thanks to Butler Community College for supporting our event!

Cordially,

  
Mrs. Malcolm S. Shaffer  
Celebration of Freedom  
Committee

  
Craig Lorenson, Chair  
Celebration of Freedom

  
Neil Buckman  
Celebration of Freedom  
Parade Chairman

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES**  
**December 2019 – January 2020**

<b>December Board Finance Committee</b>	Tuesday, December 10, 3:30 p.m. President's Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>December Board Meeting</b>	Tuesday, December 10, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Spirit of the Season Free Holiday Concert @ Century II</b>	Tuesday, December 10, 7:30 p.m.	
<b>Employee Holiday Luncheon</b>	Thur, December 12, 11:00 – 1:30 Clifford/Stone Room	
<b>Nurses Pinning</b>	Thur, December 12, 7:00 p.m. Gym	<b>Trustee Welcome: Lance Lechtenberg</b>
<b>January Board Finance Committee</b>	Tuesday, January 14, 3:30 p.m. President's Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>January Board Meeting</b>	Tuesday, January 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Andover Chamber of Commerce Annual Dinner</b>	Thursday, January 23, More Information Coming Soon	

<b>2019-2020 Board Meeting Dates</b>
Tuesday, December 10, 2019
Tuesday, January 14, 2020
Tuesday, February 11, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, March 10, 2020
Tuesday, April 14, 2020
Tuesday, May 12, 2020
Tuesday, June 9, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, July 14, 2020

**LOOKING AHEAD**

<b>February Board Finance Committee Tour of 5000 Building Remodel</b>	Tuesday, February 11, 3:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>
<b>February Board Meeting</b>	Tuesday, February 11, 4:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>
<b>March Board Finance Committee</b>	Tuesday, March 10, 3:30 p.m. President's Conference Room	<b>TBD</b>
<b>March Board Meeting</b>	Tuesday, March 10, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>



### Fall 2019 ACTIVITY CALENDAR

Spirit of the Season Free Holiday Concert Century II	Tues, December 10 @ 7:30 p.m.
Basketball v NW Ks Technical College (away)	Wed, December 11 Women – TBA Men @ 7:30 p.m.
Employee Holiday Luncheon	Thur, December 12
Nurses Pinning	Thur, December 12 @ 7:00 p.m.
Fall Semester Ends	Fri, December 13
Winter Break – COLLEGE CLOSED	December 23-January 1
Basketball v Barton (home)	Sat, January 4 Women @ 1:00 p.m. Men @ 3:00 p.m.
Spring Intersession Begins	Mon, January 6
Basketball v Pratt (home)	Wed, January 8 Women @ 5:30 Men @ 7:30 p.m.
New Adjunct Orientation (BOA 5000)	Sat, January 11
Basketball v Garden City (away)	Sat, January 11 Women - TBA Men @ 4:00 p.m.
Professional Development Days (PDD)	January 13-17
PDD Faculty Reception	January 13 @ 4:00 p.m. Hubbard Welcome Center Lobby
Basketball v Cloud County (away)	Mon, January 13 Women @ 6:00 p.m. Men @ 8:00 p.m.
Basketball v Allen County (home)	Wed, January 15 Women @ 5:30 p.m. Men @ 7:30 p.m.
Spring Intersession Ends	Fri, January 17
New Adjunct Orientation (BOA 5000)	Sat, January 18
Basketball v Independence (away)	Sat, January 18 - TBA
Martin Luther King, Jr. Holiday – COLLEGE CLOSED	Mon, January 20
Spring Semester Begins	Tue, January 21
Basketball v Neosho County (away)	Wed, January 22 Women @ 5:30 p.m. Men @ 7:30 p.m.
E.B. White Gallery of Art Anthony Marshall Exhibit Reception	January 24 – February 27  Thur, January 30 @ 6:00 p.m.
Music Theatre Choral Festival	Wed, January 29 9:00 a.m. – 3:30 p.m.

Basketball v Cowley County (away)	Wed, January 29 Women – TBA Men @ 7:30 p.m.
Basketball v Coffeyville (home)	Sat, February 1 Women @ 1:00 p.m. Men @ 3:00 p.m.
Student Forums	Wed, February 5 BOA – 11:30 a.m. BOE – 6:00 p.m.
Basketball v Cloud County (home)	Wed, February 5 Women @ 5:30 p.m. Men @ 7:30 p.m.
Second Saturday Training (BOA 5000)	Sat, February 8
Basketball v Allen County (away)	Sat, February 8 Women – TBA Men @ 4:00 p.m.
Basketball v Independence (away)	Mon, February 10 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Neosho County (away)	Wed, February 12 Women – TBA Men @ 7:30 p.m.
Employee Forums	Thur, February 13 BOA – 11:30 a.m. BOE – 2:00 p.m.
Spring Census Day (20 <sup>th</sup> Day)	Mon, February 17
Foundation Board of Dir. Meeting	Tue, February 18 @ 4:00 p.m.
Basketball v Cowley County (away)	Wed, February 19 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Coffeyville (away)	Sat, February 22 Women – TBA Men @ 7:00 p.m.
Children's Theatre <i>Uniquely Frank: An Alvin the Alligator Story</i>	Sat, February 22 @ 2:00 p.m.
Butler Kids' Show Choir Spectacular	Sat, February 22 @ 6:30 p.m.
Men's Basketball Region VI First Round	Wed, February 26 - TBA
Student Forums	Mon, March 2 BOA – 11:30 a.m. BOE – 6:00 p.m.
Vocal Concert <i>I've Got Music!</i>	Thur, March 5 @ 7:30 p.m. Fri, March 6 @ 7:30 p.m. Sat, March 7 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Kevin Kelly Exhibit Reception	March 5 – April 8  Thur, March 26 @ 6:00 p.m.

Butler Benefit Auction	Fri, March 6 @ 6:00 p.m.
PTK Luncheon & KACCT Quarterly Meeting Ramada Topeka Downtown	Thur, March 12
Spring Break – NO CLASSES	March 16-20
Employee Forums	Wed, March 25 BOA – 11:30 a.m. BOE – 2:00 p.m.
Institutional Development Day (IDD) – NO CLASSES	Thur, April 9
Good Friday – COLLEGE CLOSED	Fri, April 10
Student Forums	Thur, April 16 BOA – 11:30 a.m. BOE – 6:00 p.m.
Theatre <i>The Servant of Two Masters</i>	Thur, April 16 @ 7:30 p.m. Fri, April 17 @ 7:30 p.m. Sat, April 17 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Student Art Show Awards & Reception	April 17 – May 2 Fri, April 17 @ 6:00 p.m.
Employee Forums	Mon, April 20 BOA – 11:30 a.m. BOE – 2:00 p.m.
Spring Instrumental Concert	Fri, April 24 @ 7:30 p.m. Sat, April 25 @ 7:30 p.m.
Spring Vocal Concert <i>I've Got My Friends!</i>	Thur, April 30 @ 7:30 p.m. Fri, May 1 @ 7:30 p.m. Sat, May 2 @ 2:00 & 7:30 p.m.
Woodwind Recital	Mon, May 4 @ 7:30 p.m.
Brass Recital	Tues, May 5 @ 7:30 p.m.
Percussion Recital	Wed, May 6 @ 7:30 p.m.
Dance Showcase	Thur, May 7 @ 7:30 p.m.
Finals Week	May 11-15
E.B. White Gallery of Art Student Art Sale	Tues, May 12, 10:00 a.m. – 4:00 p.m.
Nurses Pinning	Thur, May 14 @ 7:00 p.m.
Fall Semester Ends	Fri, May 15
Order of the Purple	Fri, May 15 TBD
Commencement	Fri, May 15 TBD
Summer Semester Begins	Mon, May 18
Foundation Board of Dir. Meeting	Tue, May 19 @ 4:00 p.m.
Commencement Thank You Picnic Lunch	Wed, May 20 @ 11:30 a.m.
Memorial Day – COLLEGE CLOSED	Mon, May 25
Circle of Gold Society Luncheon	Fri, June 19 @ 11:30 a.m.
Independence Day (Observed) – COLLEGE CLOSED	Fri, July 3
Summer Classes End	Fri, July 24