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**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
4:30 p.m., Tuesday, January 14, 2020 – Dankert Board Room**

**3:30 p.m. Board Finance Committee Meeting – President's Conference Room.**

**4:30 p.m. Regular Board Meeting – Dankert Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.**

**Executive Session – Not to exceed 30 minutes for consultation with legal counsel**

**Budget Work Session**

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **RECOGNITIONS ----- 3**
- 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. **SWEARING IN OF NEW TRUSTEES**
- VII. **ELECTION OF BOARD OFFICERS AND APPOINTMENTS FOR 2019**
  - Chair
  - Vice Chair
  - Secretary/Treasurer
  - KACCT Delegate and Alternate Delegate
  - Board Finance Committee Designees (2)

- Foundation Board Liaison
- Educational Facilities Authority of Butler County Members (2) and Alternate
- Capital Projects Team (2)

VIII. **MONITORING REPORTS – NONE**

IX. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES - NONE**

X. **BOARD ACTION ITEMS**

- A. Approval of June 30, 2019 Audit Report (Sherwood) ----- 6
- B. Approval of NRP with Augusta (Krull) ----- 7
- C. Approval of Sick Leave Policy Revisions (Stultz) -----24

XI. **CONSENT AGENDA**

- A. Approval of Minutes of the Regular Board Meeting of December 10, 2019 (L. Jarvis) -----25
- B. Approval of Bills and Warrants for December 2019 (Wilson) -----36
- C. Bids and Purchases
  - 1. Approval of Armstrong Chamberlin as Agency of Record (Snedden)-----37
- D. Ratification of Agreements and Contracts
  - 1. Ratify MOU with City of El Dorado for the Villa’s at Butler (Rinkenbaugh) -----41
  - 2. Ratify Agreement with Flute Juice Productions (Chaney-Profit) -47
  - 3. Ratify Agreement for Aviso Training (M. Jarvis) -----50

XII. **SUPPLEMENTAL INFORMATION**

- A. Key Performance Indicators Update (Mohammad) -----59
- B. Monthly Statement of Revenue & Expenditures (Sherwood) -----66
- C. Thank You Notes -----68
- D. Board Calendars -----69

XIII. **EXECUTIVE SESSION -----73**

XIV. **ADJOURNMENT**

## **JANUARY BOARD RECOGNITIONS**

- Greg Joyce – Service to Butler Community College Board of Trustees since July 2007
- Ron Engelbrecht – Service to Butler Community College Board of Trustees since July 2007
- Ken Bohon – Service to Butler Community College Board of Trustees since May 2014
- Eileen Dreiling – Service to Butler Community College Board of Trustees since July 2015

**MONITORING REPORTS**

NONE

**BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**

NONE

<b>BOARD ACTION ITEMS</b>
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**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 January 14, 2020.

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

**RECOMMENDED ACTION:**

We 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:     January 3, 2020

**TOPIC for ACTION**  
**Augusta Neighborhood Revitalization Program**

**REPORT:**

On December 2, 2019, the Augusta City Council adopted an Ordinance to renew the current Neighborhood Revitalization Program. This NRP provides opportunities to promote the revitalization and development within the City of Augusta in order to protect the public health, safety, and welfare of the residents.

Changes to the NRP since the last include:

- Except for instances of infill residential development or new construction in a residential subdivision not at capacity, residential properties must have been constructed in 1990 or earlier to be eligible for the NRP. Since the November 4<sup>th</sup> city council meeting, where 1990 was identified as the qualifying year, City staff has received some feedback from citizens who prefer adjusting the qualifying year to 2000 or earlier.
- For infill residential development and new construction in a residential subdivision not at capacity, financial caps on appraised value have been increased from \$250,000 to \$500,000.
- A provision has been added to address **residential** improvements on real property in downtown Augusta with a zoning district classification pertaining to the Main Street District. Such projects are eligible for a 10-year rebate with no financial caps on qualifying increases in appraised value.
- A provision has been added to address **non-residential** improvements on real property in downtown Augusta with a zoning district classification pertaining to the Main Street District. Such projects are eligible for a 10-year rebate with no financial caps on qualifying increases in appraised value.
- A provision has been added to address reinstatements to the NRP when the property owner has been removed from the program for failure to pay ad valorem taxes and/or special assessments. Rather than staff authorizing a reinstatement, an appeal/hearing process has been outlined to put this decision in the hands of the City Council.

The ordinance will expire December 31, 2022.

The City of Augusta is asking for our participation requesting that the Board approve a resolution entering into this Interlocal Agreement with the City, Butler County Board of Commissioners, and USD #402. Participants in this agreement will be eligible for a tax rebate from all four taxing entities in Butler County.

The original resolution was sent along with the Interlocal Agreement. They are requesting we approve this agreement and sign the documents.

**RECOMMENDED ACTION:**

Recommend approval of request from the City of Augusta to enter into an interlocal agreement with the City, Butler County Board of Commissioners, and USD 402.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by: Kim Krull  
Supervisor: Board of Trustees  
Date: January 3, 2020



# NEIGHBORHOOD REVITALIZATION PLAN

ADOPTED DECEMBER 2, 2019

ORDINANCE NO. 2157



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**City of Augusta, Kansas**  
**Neighborhood Revitalization Plan**

**Purpose and Factual Findings**

This plan is intended to promote the revitalization of certain areas of the City of Augusta through the rehabilitation, conservation or redevelopment of those areas in order to protect the public health, safety or welfare of the residents of the City. More specifically, a tax rebate incentive will be available for certain improvements or renovation of property within the area.

In accordance with the provisions of K.S.A. 12-17, 114 *et seq.*, the City Council has considered the existing conditions and alternatives with respect to the designated Area, the criteria and standards for a tax rebate and the necessity for Interlocal cooperation among the other taxing units. Accordingly, the Council has carefully reviewed, evaluated and determined the Area meets one or more of the conditions to be designated as a “neighborhood revitalization area.”

**Legal Description of Neighborhood Revitalization Area**

The legal description of the Augusta Neighborhood Revitalization Area is attached to this plan as Exhibit A.

**Map of Neighborhood Revitalization Areas**

A map outlining the Neighborhood Revitalization Areas for City of Augusta is attached to this plan as Exhibit B.

**Appraised Value of Real Property**

The appraised valuations of the real estate contained in the Neighborhood Revitalization Area are available at Augusta City Hall, via the Butler County GIS Mapping Database.

**Listing of Owners of Record in Area**

The names and addresses of each owner of record of real estate within the Neighborhood Revitalization Area are available at Augusta City Hall, via the Butler County GIS Mapping database.

**Zoning and Land Uses**

The City of Augusta Zoning Map and the Future Land Use Map, which show the zoning classifications and land uses in the Neighborhood Revitalization Area, are hereby incorporated by reference and are available at Augusta City Hall.

## Criteria for Determination of Eligibility

1. Real property is eligible, including residential and all commercial types.
  - 1.1. All real property and improvements within the City of Augusta are eligible if it meets the criteria determined within this plan.
  - 1.2. Owners who wish to rehabilitate, add to existing buildings, or construct new buildings are eligible to apply for revitalization under this plan.
  - 1.3. Condemned properties (as determined by the Augusta City Council) are eligible to apply for revitalization under this plan. These properties must qualify through a description of blight, health, or safety issues.
  - 1.4. Buildings which are 25 years or older, meeting the “dilapidated structure” description as outlined in K.S.A. 12-17, 115(a) and determined through an evaluation by the City Building Inspector are eligible to apply for revitalization under this plan.
2. Residential Properties
  - 2.1. All residential improvements on real property constructed in 1990 or earlier and located within the city limits of Augusta regardless of location shall be eligible for a 10-year tax rebate whose construction begins from January 1, 2020 to December 31, 2022.
  - 2.2. All new residential real property being constructed on a vacant lot that was previously developed or requires demolition and is considered “infill” within the city limits of Augusta regardless of location shall be eligible for a 10-year tax rebate of up to \$500,000 of appraised value whose construction begins from January 1, 2020 to December 31, 2022.
  - 2.3. All new residential real property located in a subdivision that is not at capacity within the city limits of Augusta shall be eligible for a 5-year tax rebate of up to \$500,000 of appraised value whose construction begins from January 1, 2020 to December 31, 2022.
  - 2.4. All residential improvements on real property located in downtown Augusta with a zoning classification pertaining to the Main Street District shall be eligible for a 10-year tax rebate whose construction begins from January 1, 2020 to December 31, 2022. No financial cap on qualifying increases in appraised value.
3. Non-Residential Properties
  - 3.1. Unless otherwise noted, all non-residential real and improved property within the city limits of Augusta may be eligible for a 5-year tax rebate of up to \$500,000 of appraised value whose construction begins from January 1, 2020 to December 31, 2022.

- 3.2. All non-residential improvements on real property located in downtown Augusta with a zoning classification pertaining to the Main Street District shall be eligible for a 10-year tax rebate whose construction begins from January 1, 2020 to December 31, 2022. No financial cap on qualifying increases in appraised value.
- 3.3. Properties located within the Augusta Industrial Park shall be excluded from the Neighborhood Revitalization Program.
- 3.4. Improvements to existing or construction of new structures used for public utility or railroad purposes shall not be eligible.
4. **Standards and Criteria for Eligibility, Review and Approval**
  - 4.1. Construction of improvement must have begun on or after January 1, 2020, the effective date of this plan. However, no application will be processed until the Interlocal Agreement has been filed with the Butler County Register of Deeds.
  - 4.2. The estimated construction cost of the project, as shown on the corresponding building permit, must reflect a minimum value of:
    - 4.2.1. Residential: At least \$5,000 or ten percent (10%) of the assessed valuation of the building(s) on the property as determined by the County Appraiser's current records, whichever is higher. Maximum of five (5) years for new construction in a subdivision and ten (10) years for infill development and rehabilitation projects. 95% tax rebate.
    - 4.2.2. Non-Residential: At least \$10,000 or fifteen percent (15%) of the assessed valuation of the building(s) on the property as determined by the County Appraiser's current records, whichever is higher. Maximum of five (5) years. 95% tax rebate.
  - 4.3. All new as well as existing improvements on property must conform to adopted zoning, building, mechanical, electrical, plumbing, and fire codes, and other applicable regulations in effect in the Neighborhood Revitalization Program target area at the time the improvements are made and must remain in conformance with such regulations for the duration of the rebate period. Failure to remain in compliance may result in termination of the rebate. **Permits must be approved before commencement of construction.**
  - 4.4. Any property that is delinquent in payment to Butler County of real estate tax and/or special assessment will forfeit any current and future rebates. If withdrawn from the NRP program, the property owner may submit a request to be reinstated in the program, which shall be made within five (5) days of the effective date of the Notice of Withdrawal

received from the City of Augusta. The request must be in the form of a written request, setting forth the grounds for the appeal and the mailing address of the person(s) or entity making the request, which shall be filed with the City Clerk. The City Clerk shall schedule the request hearing to take place before the City Council not more than thirty (30) days after receiving the written request. Written notice of the hearing shall be given to the property owner by mailing the same to the address provided in the written request. Unless otherwise noted, the withdrawal from the NRP Program shall remain in effect during the pendency of the hearing. The Augusta City Council, at their sole discretion, may reinstate any NRP property one time after being delinquent on the abovementioned taxes or assessments during the life of the property's participation in the NRP program. No property shall be granted such consideration for reinstatement if it was disqualified from the NRP program prior to January 1, 2020 or has previously been granted a one-time reinstatement to the program. The decision of the request made by the City Council shall be final and in writing.

- 4.5. Only owners are eligible for tax rebates. If the property that has been approved for a tax rebate is sold, the rebate remains in effect and will transfer to the new property owner.
- 4.6. City and County staff shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein. If any applicant is dissatisfied with city staff's decision, a written appeal may be submitted to the Augusta City Council for final determination. If any applicant is dissatisfied with county staff's decision, a written appeal may be submitted to the Butler County Board of County Commissioners.
- 4.7. Properties eligible for tax incentives under any other program shall be eligible to submit applications under only one program at a time.

#### Application Procedure

1. Obtain a 2020 Neighborhood Revitalization Program application from the Community Development Department at Augusta City Hall or online at the following we address: [https://www.augustaks.org/businesses/incentives/neighborhood\\_revitalization\\_program\\_nrp.php](https://www.augustaks.org/businesses/incentives/neighborhood_revitalization_program_nrp.php)
2. Prior to the commencement of construction of any improvement or new construction for which a tax rebate will be requested, the property owner shall complete Parts One and Two of the application. Part Two must include a permit number obtained from the Community Development Office. A non-refundable \$25.00 application fee payable to the City of Augusta must be submitted with the application.
3. The City will forward the application to the County after certifying the property meets the criteria.

4. If the plan is approved, the Community Development Department will forward the application to the County Appraiser, who will then forward a copy of the application to the County Clerk for monitoring purposes.
5. The owner will have a maximum of one year to complete the project unless otherwise approved.
6. Immediately upon completion of the project, the property owner shall file Part Three of the application with the Community Development Department. Upon receipt of Part Three, the Community Development Department – Inspection Division shall conduct an on-site inspection of the construction project (improvement, rehabilitation, or new) to confirm completion.
7. After confirmation of project completion is received from the Community Development Department – Inspection Division, the completed application will be forwarded to the County, certifying the project is in compliance with the eligibility requirements for a tax rebate. The County Appraiser will then report the valuation to the County Clerk by July 15<sup>th</sup>. The tax records shall be revised accordingly.
8. Real estate tax payments must be made on time to be eligible for this plan.
9. Upon timely payment in full of all real estate tax and special assessments for the property, a rebate of the taxes related to the valuation improvement (less a 5% administrative fee) will be made to the property owner by Butler County Treasurer's Office within 45 days of due date of taxes.
10. No rebate will be provided for any property with open valuation and/or classification appeals until all disputes have been fully litigated.

**2020 NEIGHBORHOOD REVITALIZATION PLAN  
INTERLOCAL AGREEMENT**

This Interlocal Agreement (hereinafter referred to as Agreement) entered into upon the approval by the Attorney General of the State of Kansas and filings with the Butler County Register of Deeds and the Secretary of State of the State of Kansas by and between the City of Augusta, a duly organized municipal corporation (hereinafter referred to as "City"), the County of Butler County, Kansas (hereinafter referred to as "County"), the Board of Education of USD No. 402 of Augusta, Butler County, Kansas (hereinafter referred to as "the District"), 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. 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. 12-17, 119 by acting jointly; and

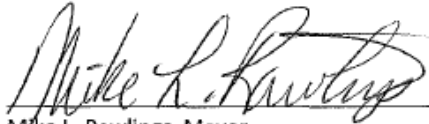
**WHEREAS**, the financing and budget for the joint undertaking described in the Interlocal Agreement is provided through the city's general fund budget that includes a specific line item for the Neighborhood Revitalization Program as authorized in K.S.A. 12-17, 118.

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

1. The parties agree to adopt a new Neighborhood Revitalization Plan as attached hereto and incorporated by reference as if fully set forth herein. The parties further agree the Neighborhood Revitalization Plan as adopted will not be amended without approval of the parties except as may be necessary to comply with applicable state law or regulation.

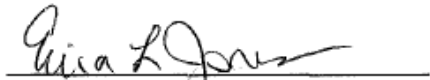
2. The parties agree the Neighborhood Revitalization Plan shall be effective, pursuant to K.S.A. 12-2905, upon approval of the Plan's Interlocal Agreement by the Attorney General of the State of Kansas and filings with the Butler County Register of Deeds and the Secretary of State of the State of Kansas.
3. The parties further agree that the County and City shall administer the Neighborhood Revitalization Plan as adopted by each party on behalf of the signatory parties. The parties acknowledge and agree that 5% of the increment will be paid to the County to pay for administrative costs in implementing and administering the plan, all as described in the Neighborhood Revitalization Plan.
4. The Agreement shall expire on December 31, 2022. The parties agree to undertake a review of the Neighborhood Revitalization Plan prior to its expiration to determine any needed modifications to the Neighborhood Revitalization Plan and participation in a new Interlocal Agreement. The parties agree that any party may terminate this Agreement prior to the expiration of the Plan's effective period by providing thirty (30) days advanced notice provided, however, any applications for tax rebate submitted prior to the termination shall, if approved, be considered eligible for the duration of the rebate period.
5. The parties do not intend to acquire any real estate or personal property under this Agreement. Each party will keep its own property. Thus, no provisions have been made for its acquisition or disposal. The Agreement will be amended if these circumstances change.

**IN WITNESS WHEREOF**, the parties have hereto executed this Agreement as of the day and year first above written.



Mike L. Rawlings, Mayor  
City of Augusta, Kansas

ATTEST:

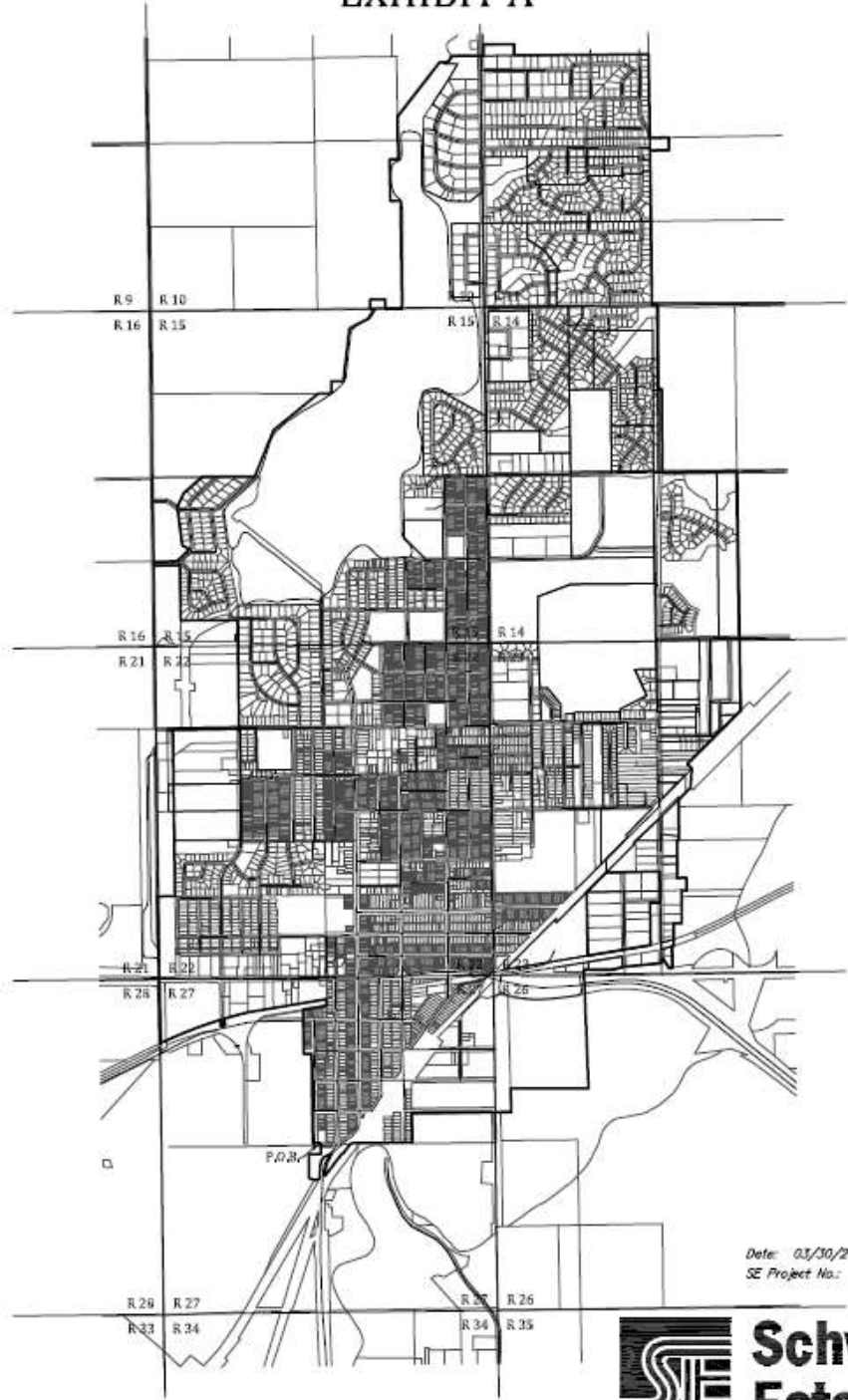


Erica L. Jones, City Clerk





# EXHIBIT A



Date: 03/30/2016  
SE Project No.: 1603NM05



## 2020 Neighborhood Revitalization Plan Boundary

### For the City of Augusta

#### Exhibit B

Beginning at a point on the North line (assumed bearing North 89 deg 58 min 13 sec West) of the Southwest Quarter (SW/4) of Section Twenty-seven (S27), Township Twenty-seven (T27) South, Range Four (R4) East of the Sixth Principal Meridian. Said point being 130.39 feet West of the Northeast Corner (NE/C) of said Southwest Quarter (SW/4); thence South 0 deg 20 min 47 sec West a distance of 172.42 feet; North 89 deg 58 min 13 sec West, a distance of 187.49 feet; thence South 00 deg 01 min 47 sec West, a distance of 379.66 feet; thence South 73 deg 13 min 09 sec East, a distance of 115.05 feet to an existing gate post; thence North 61 deg 28 min 24 sec east, a distance of 70.98 feet; thence North 01 deg 38 min 10 sec East, a distance of 176.10 feet to an existing highway Right-Of-Way Marker; thence North 07 deg 22 min 11 sec West, a distance of 79.60 feet to an existing highway Right-Of-Way Marker; thence North 33 deg 49 min 31 sec West, a distance of 89.39 feet; thence Northeasterly to a point on the East right-of-way of said U.S. Highway 77. Said point being the following courses from the Northeast Corner (NE/C) of said Southwest Quarter (SW/4) Section Twenty-Seven (S27)

Course 1 South 89 deg 58 min 13 sec East a distance of 239.00 feet

Course 2 South 53 deg 39 min 25 sec West a distance of 196.57 feet

Course 3 South 33 deg 46 min 47 sec West a distance of 42.05 feet

Thence South 33 deg 46 min 47 sec West, a distance of 105.12 feet; thence South 56 deg 13 min 15 sec East, a distance of 10 feet; thence following a curve along the East Right-of-Way of U.S. 77 Highway having a radius of 396.68 feet, a central angle of 30 deg 36 min and 29 sec, an arc distance of 211.92 feet, and with a chord bearing of South 18 deg 29 min 04 sec West; thence South 03 deg 10 min 47 sec West, a distance of 76.85 feet along said Highway Right-of-way; thence along the Westerly Right-of-way line of the Burlington Northern & Santa Fe Railroad Right-of-way on a bearing of North 37 deg 08 min 24 sec East, a distance of 454.19 feet; thence continuing along said Rail Road right-of-way South 89 deg 58 min 21 sec East a distance of 18.81 feet thence continuing along said Rail Road right-of-way North 37 deg 08 min 24 sec East a distance of 197.52 feet to the North line of the Southeast Quarter (SE/4) of said Section 27. Thence running east to the Corner of Block 31, Original Town Addition to the City of Augusta; thence North 450.00 feet to the South line of Third Avenue of the City of Augusta; thence East along said South line of Third Avenue to a point 250.00 feet East of the East line of the Northeast Quarter of Section 27 (S27); thence North 371.30 feet; thence East 1232.36 feet; thence North to the North line of East Seventh Street being the North right-of-way line of Highway 54; thence Easterly along said North right-of-way line to the Intersection of the West line of Industrial Road;

thence continuing Easterly to a point on highway right-of-way that is 181.43 feet North of the Southeast Corner (SE/C) of the Southwest Quarter (SW/4) Section Twenty-three (S23) Township Twenty-seven (T27) South, Range Four (R4) East of the Sixth Principal Meridian; thence North 0 deg 33 min 0 sec East along the East line of said Southwest Quarter (SW/4), a distance of 87.40 feet; thence East 30 feet to the North right-of-way line of Highway 54; thence South 30 deg 43 min East along the North right-of-way line of Highway 54, a distance of 185.6 feet; thence North 79 deg 53 min East, a distance of 52.10 feet; thence North parallel with the West line of the Southeast Quarter (SE/4) of said Section Twenty-three (S23), a distance of 330.08 feet to a point on the South right-of-way line of the Burlington Northern Santa Fe Railroad (formerly St. Louis and San Francisco Railway Company); thence Easterly along said railroad right-of-way to a point that is 200 feet normal distance from the West line of said Southeast Quarter Section Twenty-three (S23); thence North parallel with said West line of the Southeast Quarter (SE/4) Section Twenty-three (S23) to a point that is 523 feet South and 200 feet East of the Northwest Corner (NW/C) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) Section Twenty-three (S23); thence East 130 feet; thence North parallel with the West line of said Southwest Quarter (SW/4) Southeast Quarter (SE/4), a distance of 523 feet more or less to the North line of the Southwest Quarter (SW/4) Southeast Quarter (SE/4), a distance of 80 feet; thence North parallel with the West line of said North Half (N/2) Southeast Quarter (SE/4), a distance of 200 feet; thence West 142.76; thence North parallel with said West line of North Half (N/2) Southeast Quarter (SE/4), a distance of 610 feet; thence East 27.76 feet; thence North parallel with said West line North Half (N/2) Southeast Quarter (SE/4), a distance of 621.91 feet to the Easterly right-of-way line of the Burlington Northern Santa Fe Railroad; thence Northeasterly along said right-of-way to a point that is 431.74 feet normal distance from the West line of the Northeast Quarter (NE/4) Section Twenty-three; thence North parallel with said West line Northeast Quarter (NE/4) Section Twenty-three to the Westerly right-of-way of the Burlington Northern Santa Fe Railroad; thence Northeasterly along said West right-of-way to the centerline of Campbell Road lying along the South line of Oak Ridge Mobile Home Park; thence continuing Northeasterly along said West right-of-way to the East line of the West Half (W/2) Northeast Quarter (NE/4) Section Twenty-three (S23); thence North along said East line of the West Half (W/2) Northeast Quarter (NE/4) to the Northeast Corner (NE/C) of said West Half (W/2) Northeast Quarter (NE/4) Section Twenty-three (S23); thence North to Northeast Corner (NE/C) of the West Half Southeast Quarter (W/2 SE/4) Section Fourteen (S14); thence West along the North line of said Southeast Quarter (SE/4) Section Fourteen (S14) to a point that is 143 feet East of the Southwest Corner (SW/C) Northeast Quarter (NE/4) said Section Fourteen (S14); thence North parallel with the West line of said Northeast Quarter (NE/4) Section Fourteen (S14), a distance of 1320 feet; thence West 68 feet to a point that is 75 feet East of the East line of the Northwest Quarter (NW/4) said Section 14 (S14); thence North parallel with the East line of said Northwest Quarter (NW/4) Section Fourteen (S14) to the North line of said Northwest Quarter (NW/4) Section Fourteen (S14); thence West 75 feet to the Southeast Corner (SE/C) of the Southwest Quarter (SW/4) of Section Eleven (S11); thence North to the Southeast Corner (SE/C) of the North Half (N/2) Southwest Quarter (SW/4) Section 11; said point being the Southeast

Corner of The Lake at Country Hills Addition; thence North to a point on the East line of the North Half (N/2) Southwest Quarter (SW/4) Section 11 that is 200 feet South of the Northwest Corner (NW/C) of the Southeast Quarter (SE/4) Section 11; thence East a distance of 300 feet; thence North a distance of 200 feet to the North line of said Southeast Quarter (SE/4) Section 11 (S11); thence West 300 feet to the Southeast Corner (SE/C) Northwest Quarter (NW/4) Section 11; said point being the Southeast Corner of Lakeside Two Addition, thence North along the East line of Lakeside Two Addition to the Northeast Corner of said addition said point being the Northeast Corner South Half Northwest Quarter Section 11; thence West 2122.14 feet; thence North 180 feet; thence West 484 feet; thence South 180 feet; thence West 50 feet to the Northwest Corner of the South Half of the Northwest Quarter of Section 11; thence continuing West along the North line of the Southeast Quarter of the Northeast Quarter of Section 10 to the point of intersection of said line with the center of Elm Creek; thence Southwesterly down the center of said Elm Creek to a point 120.00 feet South and 650.00 feet East of the Northwest Corner of the Southeast Quarter of the Northeast Quarter of Section 10; thence Southwesterly to a point 350.00 feet North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 10; thence continuing South 300.00 feet; thence West 150.00 feet; thence South 650.00 feet thence East 150.00 feet; thence South 370.00 feet to the South line of the North Half of the Southeast Quarter of said Section 10; thence continuing South 1320.00 feet to the South line of Section 10; thence West 250.00 feet; thence North 150.00 feet; thence West 240.00 feet; thence South 150.00 feet to the South line of Section 10; thence East to a point that is 900.00 feet East of the Southwest Corner of the Southeast Quarter of said Section 10; thence Southwest to a point that is 150.00 feet South and 800.00 feet East of the North Quarter Corner of Section 15; thence Southwesterly to a point that is 300.00 feet South and 500.00 feet East of the North Quarter Corner to Section 15; thence in a Southwesterly direction to a point that is 400.00 feet East and 200.00 feet North of the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 15; thence West 200.00 feet; thence South 200.00 feet to the South line of the North Half of the Northeast Quarter of Section 15; thence West 200.00 feet to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 15; thence Southwesterly to a point on the South line of the Northwest Quarter of said Section 15, said point being 1000.00 feet West of the Southeast Corner of the Northwest Quarter of said Section 15; thence West 871.47 feet to the Northeast Corner of Reserve "B", Loomisland First Addition to the City of Augusta; thence Southwesterly along said Reserve "B" 596.62 feet to the North right-of-way line of Lakeview Parkway; thence South to the Northwest Corner of Block "1" of said Addition; thence South along the East line of Reserve "A" of said Addition 553.06 feet; thence Southwesterly along said East line 122.82 feet to the West right-of-way line of Loomis Drive; thence Southwesterly along said right-of-way line 302.30 feet to the North right-of-way line of Augusta Avenue; thence West 309.37 feet to a point 10.00 feet North and 40.00 feet East of the Southwest Corner, North Half, Southwest Quarter, Section 15 (S15); thence South 60.00 feet; thence East 353.60 feet to the Northwest Corner of Meadowview Acres Addition to the City of Augusta; thence South 882.50 feet; thence East 904.80 feet to the West line of the Southeast Quarter, Southwest Quarter, Section 15 (S15); thence South along said line to the Southwest Corner of Park Place

Addition; thence West along the centerline of Kelly Avenue to a point which is 1,080 feet West of the Southwest Corner of said Park Place Subdivision; thence South to a point which is 275 feet East of the Southwest Corner of the North Half of the Southwest Quarter, Section 22 (S22); thence West 275.00 feet to the Southwest Corner of the North Half of the Southwest Quarter, Section 22 (S22); thence South to the North right-of-way line of the Butler County Board of County Commissioners Railroad right-of-way (formerly Burlington Northern Railroad); thence Northeasterly along said right-of-way line to a point that is North 89 deg 30 min 31 sec East, a distance of 977.37 feet, and South 0 deg 36 min 09 sec East along the extended west line of Lulu Street as established in Book 2013, Page 6804, a distance of 630.66 feet from the Northwest corner (NWc) for the Northwest Quarter (NW/4) of Section 27 (S27), Township 27 South (T27S), Range 4 East (R4E); thence South 0 deg 36 min 9 sec East, a distance of 103.95 feet to the South right-of-way line of the Butler County Commissioners Railroad right-of-way; thence along a curve to the right having a radius of 5679.65 feet, a central angle of 0 deg 47 min 51 sec, and a chord bearing of North 73 deg 49 min 00 sec East, a distance of 79.06 feet; thence North 15 deg 47 min 04 sec West, a distance of 100 feet to the North right-of-way line of the Butler County Board of County Commissioners Railroad right-of-way; thence Northeasterly along said right-of-way to the East line of the Northwest Quarter, Section 27 (S27); thence South 100.00 feet to the South right-of-way line of the Butler County Board of County Commissioners Railroad right-of-way; thence Southwesterly along said right-of-way line to the Northwest Corner of W.E. Brown's Addition to the City of Augusta; thence South to the South right-of-way of Fifth Avenue in the City of Augusta; thence East 140.00 feet to the West right-of-way line of Oak Street in the City of Augusta; thence South to the North line of the Southwest Quarter (SW/4) of Section Twenty-seven (S27); thence East to the point of beginning, said point being 130.39 feet West of the Northeast Corner (NE/C) of the Southwest Quarter (SW/4) of said Section Twenty-seven (S27), Township Twenty-seven South (T27S), Range Four East (R4E) of the Sixth Principal Meridian, Butler County, Kansas

EXCEPT Augusta Industrial Park, an Addition to Augusta, Kansas

See Exhibit A

ORDINANCE NO. 2157

AN ORDINANCE ADOPTING A NEIGHBORHOOD REVITALIZATION PLAN AND DESIGNATING A NEIGHBORHOOD REVITALIZATION AREA, HEREBY REPEALING THE PLAN THAT WAS ADOPTED BY ORDINANCE NO. 2094 OF THE CITY OF AUGUSTA, KANSAS.

WHEREAS, the City Council of the City of Augusta, Kansas, pursuant to the authority provided in K.S.A. 12-17, 114 et seq. wishes to adopt a plan to assist the revitalization of certain designated areas of the City of Augusta; and

WHEREAS, the City Council of the City of Augusta, Kansas, pursuant to public notice did hold a public hearing on December 2, 2019 to hear and consider public comment on the Neighborhood Revitalization Plan.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Neighborhood Revitalization Plan. That the City Council does hereby adopt the Neighborhood Revitalization Plan, attached herein, and incorporated by reference as if fully set forth herein.

Section 2. Designation of Neighborhood Revitalization Area. That the City Council hereby designates the real property described in Part 1 of the Neighborhood Revitalization Plan as the Neighborhood Revitalization Area, finds that the following conditions exist within said area:

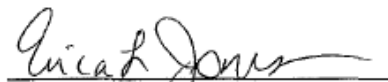
- 1) a predominance of buildings which, by reason of dilapidation or obsolescence, are detrimental to public health, safety and welfare;
- 2) a substantial number of deteriorating structures which impair the sound growth of the City, retards the provision of housing and constitutes an economic liability; and
- 3) a predominance of buildings which, by reason of age, history or architecture, are significant and should be restored to productive use, and finds that the rehabilitation, conservation and redevelopment of said area is necessary to protect the health, safety and welfare of the residents of the City.

Section 3. That this ordinance shall be in full force and effect upon publication in the official city newspaper and shall expire on December 31, 2022.

Passed this 2<sup>nd</sup> day of December, 2019.

  
Mike L. Rawlings, Mayor

ATTEST:

  
Erica L. Jones, City Clerk



RESOLUTION NO. 2019-23

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A  
NEW INTERLOCAL AGREEMENT WITH THE BOARD OF BUTLER COUNTY  
COMMISSIONERS, UNIFIED SCHOOL DISTRICT #402 AND THE BUTLER  
COMMUNITY COLLEGE.**

WHEREAS, The City of Augusta, Kansas, desires to enter into a new Interlocal Agreement with the Board of Butler County Commissioners, Unified School District #402 and the Butler Community College; and

WHEREAS, The Board of Butler County Commissioners, Unified School District #402 and the Butler Community College desire to enter into an Interlocal Agreement with the City of Augusta; and

WHEREAS, The purpose of the Interlocal Agreement is to promote the revitalization and development of certain areas within the City of Augusta 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, certain incentives will be used for the acquisition and/or removal of abandoned structures, and a tax rebate incentive will be available for certain improvements with this area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF AUGUSTA, KANSAS:

Section 1: The Mayor is hereby authorized and directed to execute an Interlocal Agreement with the Board of Butler County Commissioners, Unified School District #402 and the Butler Community College.

Section 2: This resolution shall be in full force and effect upon its passage and approval by the Governing Body of the City of Augusta.

ADOPTED this 2<sup>nd</sup> day of December, 2019

  
Mike L. Rawlings, Mayor

ATTEST:

  
Erica L. Jones, City Clerk



**TOPIC for ACTION**  
**Policy Revision – Sick Leave**

**REPORT:**

The College and Board of Trustees elected to discontinue employment contracts for Administrative and Institutional Support staff in July 2018. The purpose of this change was to administer the employment-at-will statute for these positions, and reduce dependency on the fixed term property interest inherent to the constitutional due process provision for State employees. In review of the current sick leave policy we find certain language that is inconsistent with this change and awards benefit based on a contracted term. This language should be removed from the sick leave policy.

The Sick Leave policy is provided with bold text indicating new wording or language and strikethroughs indicate language to be deleted.

Section 5 – Employment and Payroll Information  
d. Sick Leave

**Sick Leave**

**Full-time Employees**

All full-time Administrative/Institutional Support and Operational Staff employees shall receive 120 hours (15 days) of sick leave per year. Employees with less than ten (10) years of service may accumulate up to 720 hours (90 days) unused sick days and employees with more than ten (10) years of service may accumulate up to 960 hours (120 days).

~~After sick leave allowances are exhausted, an Administrative/Institutional Support employee who has been continuously employed with the College for a period of five (5) years or more shall be entitled to one-half (1/2) contract salary for the remainder of the contract year.~~

**RECOMMENDED ACTION:**

The Administration recommends the Board approve the proposed policy revisions.

**RECOMMENDED FUNDING SOURCE:**

Not applicable

Submitted by: Shelley Stultz  
Supervisor: Kimberly Krull  
Date: January 14, 2020



**CONSENT AGENDA**



- Let's Take Tomorrow -

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

**STAFF ATTENDANCE**

Tom Borrego	Lora Jarvis
Amy Kerschner	Kim Krull
Esam Mohammad	Jessica Ohman
Bill Rinkenbaugh	Terry Sader
Terry Sader	Kelly Snedden
Shelley Stultz	Kent Williams
Lori Winningham	Ireland Turner
Andrea Weiss	Donnie Featherston
Heather Rinkenbaugh	Christy Streeter
Beth Eagleton	Mel Whiteside
Susan Bradley	

**BOARD ATTENDANCE**

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

**GUESTS**

Gaby Guzman, SGA  
Christian Leis, SGA  
Shelby Smith, Trustee-Elect  
Julie Winslow, Trustee-Elect

**CALL TO ORDER**

Chair Joyce called the regular monthly meeting of the Board of Trustees to order at 4:30 p.m.

**APPROVAL OF THE AGENDA**

Chair Joyce told the Board that Item XIII, B – approval of the Audit – had been removed because the Audit was not complete yet. Trustee Bohon moved to approve the amended agenda. Trustee Dreiling seconded. The motion passed unanimously.

**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**

**PUBLIC COMMENT - NONE**

**STANDING REPORTS**

Student Government Association – Christian and Gaby reported that SGA helped set up for Veteran’s Day Ceremony and collect clothing and toiletry items to be delivered to the VA. They have also supported the financial aid office by helping get students to their workshops and purchasing food for the event. Getting word about Dr. Krull’s student forums has helped increase attendance at those as well.

The Grizzly Ambassadors teamed up with SGA to cook and serve a meal at the Ronald McDonald House. Christian said he felt like that event was very touching and he would like to take more students to do that again and give back to the community more.

This Thursday they are sponsoring a food drive as part of the Annual Holiday Luncheon for Employees. The food will help students who come to the food pantry.

The SGA retreat is scheduled for tomorrow and will start the planning process for next semester.

Operational Staff – Amy Kerschner reported that the Christmas Craft Show closed at 1:00 p.m. today and had 18 vendors made up of employees and immediate family members.

They sold 46 pies as part of their annual pie sales. The money from these events will help sponsor families for Christmas.

The Op Staff Christmas celebration will be held December 19<sup>th</sup>.

Professional Employees – Terry Sader told the board that the professional employees are working hard to help students finish strongly. He wished the Board a Happy Holidays.

Board Finance Committee – Trustees Lechtenberg and Engelbrecht reported that the committee met right before this meeting. They had a quick visit with the auditor about why it was late. They had an issue testing the future liabilities for the college and were basing in on the wrong date in the employee files. They anticipate to have the issue

corrected and ready for approval next month. They did say that the federal side of the audit was very good though they implemented a few new tests that delayed the results as well.

Foundation Board Report – Trustee Dreiling asked Tom Borrego, Executive Director of the Foundation, to give his report to the board. Tom shared that the Foundation staff has done a development audit to figure out what to improve on and have already submitted a draft to the Foundation Board and will submit a final copy at the next meeting. They are getting ready for the auction in March and so far everything is going great.

President's Report – President Krull gave the floor to Trustee Engelbrecht and Vice President of Academics Lori Winningham for a brief review of last week's KACCT Meeting in Johnson County. There are a lot of things happening in Topeka including SB155 and changes being considered in funding. KBOR and TEA are working on the high wage/high demand as well as funding formulas. Senator Baumgartner made comments on the priorities in Topeka this session. Her comments were fairly consistent with what Representative Will Carpenter had reported at the Legislative Lunch stating that Medicaid will be a dominate issue for this session. Lt. Governor Rogers also attended giving an overview of economic development initiatives in the state. A representative from the Department of Revenue, Mr. Hamm, also talked about property taxes across the state where Butler County ranks in the middle of the pack, but Kansas overall has higher property taxes than our neighboring states.

On the City Council Agenda in Andover tonight is the plath and petitions for the final phases of the 5000 building work.

This Thursday is the Holiday Luncheon for employees where SGA will be hosting the food drive as well. It is a great example of how generous our employees are in donating to the campus food pantry. The food pantry is accessible to all students and staff at Butler and is especially beneficial at this time of year for those students who don't go home over the holidays.

Dr. Krull also told the Board that the week of January 13-17 is PDD week. That Monday will be the social hour with faculty which is a great opportunity for the Board to meet and get acquainted with the faculty.

Education Facilities Authority Report – Chair Joyce said that the Board did not meet this month and the only update Dr. Krull had from the administrators is that they are trying to pull together all of the operating documents and official documents to make sure that everyone has the same thing. They are also in the process of updating the manual for the new board members who will be coming on in January.

**MONITOTRING REPORTS** – NONE

**BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITES** – NONE

## **BOARD ACTION ITEMS**

**Board Bylaw Updates** – 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 is 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.

Trustee Engelbrecht moved to approve the changes. Trustee Lechtenberg seconded. The motion passed unanimously.

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

Trustee Lechtenberg moved to accept the retirement of Karen Karst. Trustee Law seconded. The motion passed unanimously.

### **CONSENT AGENDA**

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

- Approval of Minutes of the Regular Board Meeting of November 12, 2019
- Approval of Bills and Warrants for November 2019 in the amount of \$4,256,427.61 (includes Expenditure Approval List - \$1,411,949.97 and Payroll - \$2,844,477.64)
- Approval of 5000 Building FF&E Chairs in the amount of \$29,851.62
- Approval of 5000 Building FF&E Tables in the amount of \$19,414.95
- Ratification of the Handshake agreement in the amount of \$12,500.00
- Ratification of Society for Human Resource Management Agreement
- Ratification of BDI Datalynk Agreement
- Approval of Digital Campaigns with Clarus Corp in the amount of \$5,596.02
- Ratification of George Lay Billboards Agreement in the amount of \$9,540.00

### **SUPPLEMENTAL INFORMATION**

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – Kathy & Warren McCoskey and Celebration of Freedom

Board Calendars

**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

<b><u>LOOKING AHEAD</u></b>		
<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

**ADJOURNMENT**

Trustee Engelbrecht moved that the Board meeting be adjourned. Trustee Bohon seconded. The motion passed unanimously. The regular meeting of December 10, 2019 was adjourned at 5:00 p.m.

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Jim Howell – Secretary

**BILLS AND WARRENTS**

**TOPIC for ACTION**

**REPORT:**

Bills and Warrants for December 2019 - \$4,543,064.91 (includes Expenditure Approval List - \$1,801,186.03 and Payroll - \$2,741,878.88).

**RECOMMENDED ACTION:**

Approval of December 2019 bills and warrants.

**RECOMMENDED FUNDING SOURCE:**

Submitted by:  
Supervisor:  
Date:

Sariah Wilson  
Yolanda Hackler  
January 2, 2020

<b>BIDS AND PURCHASES</b>
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**Topic for Action**  
**Approval of Armstrong Chamberlin as Agency of Record**

**REPORT:**

Butler Community College would like to partner with Armstrong Chamberlin as the college's Agency of Record to assist with media purchases and to assist with other advertising needs on an as needed basis.

The contract includes a standard 15% commission from media placements, a six-month retainer at \$1,000 per month, and a one-time \$2500 strategic marketing plan fee.

**RECOMMENDED ACTION:**

Approve purchase of \$8,500 for the remainder of Fiscal year 2019-2020.

**RECOMMENDED FUNDING SOURCE:**

College Relations and Marketing Budget

Submitted by: Kelly Snedden, Director of College Relations & Marketing  
Supervisor: Thomas Borrego, Executive Director and Special Assistant to  
the President  
Date: December 4, 2019

**Butler Community College  
Marketing Services  
Summary of Costs  
2019-2020-2021**

**Strategic Plan Creation (November – December 2019)**

1. Meetings to review objectives
2. Meetings to confirm budget
3. Establish strategic content plan and calendar flow – 18 months total
  - a. Initial 6 month plan for remainder of BCC fiscal year (January – June 2020)
  - b. 12 month plan for July 2020 – June 2021 (rough outline)
4. Confirm voice and core messages by department, which identifies demographic target(s)
5. Identify media platforms in strategic plan
6. Request media rates and negotiate schedules within budget & timeline
7. Presentation of Initial 6 month plan recommended media buy
8. Execute placement of approved schedules to the media

**\$2,500 Strategic Planning Fee**

**On-Going Monthly Fees (January 2020 – July 2021)**

**Account Management Planning & Coordination**

This enables you to call us any time, without the meter running.

It also allows the agency to be thinking on your behalf, and researching new opportunities.

It covers regular meetings and all communication each month, as well.

It gives us the time to devote to overall strategic planning across all media platforms to assure consistency of voice and style and is a critical piece of any marketing.

This provides a custom outline of media strategy, deployment tactics, timetable and budget.

It also covers the research time of aligning zip code geo-targeting and demographic matching of student population to media outlets.

**\$1,000 per month**

### Digital Management & Reporting (if desired)

This allows us to handle or assist with your Google Ads account. It does not include design/copywriting/development of display/banner or text ads or videos to be used online. This fee also provides custom monitoring, dashboards and digital performance reporting on a monthly basis for both your Google Ads and your Google Analytics for your website. Additionally, it covers shifts in strategy to optimize results, keywords and text ad copy modifications as needed on a daily, weekly or monthly basis.

**\$500 per month**

*(Not yet)*

**ONLINE ADVERTISING: 20% Agency Commission on placements**

**SEM – Text Ads – Google Ads (keywords)**

**SEM – Display Banner Ads – Google Ads – Apps – Podcasts – etc.**

**SEM – Video Ads – Google / YouTube Ads / Pre-Roll**

**TOTAL SEM: Net Digital Spend marked up for 20% Agency Commission**

### E-BLASTS – TARGETED

Targeted E-Blast to 50,000 households	\$ 800.00
Targeted E-Blast to 100,000 households	\$1,400.00

*Possible from adv. Budget.*

**\*includes Performance Reports**

**TRADITIONAL ADVERTISING: 15% Agency Commission on placements**

**Radio**

*X*

**Television/Cable**

**Print – Newspaper / Magazine**

**Outdoor / Transit**

**TOTAL Traditional Media: Most Traditional Media work with Gross Rates, those media outlets who do not, Net Spend marked up for 15% Agency Commission**

*Additional projects will be estimated and approved prior to production.*

Kimberly Krull  
**Authorized Signature for Butler Community College**

12/3/19  
**Date**

KIMBERLY KRULL, President  
**Printed Name and Title**

Note: By signing above, you authorize Armstrong Chamberlin to proceed with this project in accordance with the described scope of work at the associated estimate cost. Barring a substantial change in the scope of the project, Armstrong Chamberlin agrees not to exceed this budget estimate. Additional line items/projects may be added and will be bid on an as needed basis.



<b>RATIFICATION OF AGREEMENTS AND CONTRACTS</b>
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**TOPIC for ACTION**  
**Memorandum of Understanding – City of El Dorado**

**REPORT:**

Butler Chief of Police, Jason Kenney, El Dorado Chief of Police, Curt Ziemann, El Dorado Detective Chad Young, and Bill Rinkenbaugh met to discuss the number of incidents that have occurred at The Villa's at Butler. Since the residents of this apartment complex are all Butler students, options were discussed in an effort to reduce the number of incidents that are occurring and increase the safety of the apartment complex.

One of the options developed was a Memorandum of Understanding with the City of El Dorado. This MOU would allow Butler Police officers to patrol the apartment complex both inside and through the parking lots surrounding the facility. The desire is for an increased police presence in the building, and implementing the same community policing strategy that has been implemented on the Butler of El Dorado and Butler of Andover campuses. The goal is for a reduction of criminal activity. The MOU that has been developed is very similar to the existing MOU that currently exists with the City of Andover.

The El Dorado City Council approved the Memorandum of Understanding at the Monday, December 16, 2019 meeting.

**RECOMMENDED ACTION:**

The recommendation is that the Board approve this MOU. By approving, the Butler Public Safety office will be allowed to have a stronger presence at The Villas at Butler. Butler students, campus community and the City of El Dorado will be the beneficiary of this agreement.

**RECOMMENDED FUNDING SOURCE:**

There is no additional cost to the College budget at this time with the MOU.

Submitted by: William D. Rinkenbaugh  
Supervisor: Vice-President of Student Services  
Date: December 19, 2019

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of this 2 day of Jan., 2008 by and between the City of El Dorado, Kansas ("City") and the Board of Trustees of Butler Community College ("College").

**WHEREAS**, the principal law enforcement agency in the City of El Dorado, Kansas, is the El Dorado Police Department ("EPD");

**WHEREAS**, the College employs certified Kansas law enforcement officers duly appointed as Butler Community College Police Officers ("BCC Police Officers") pursuant to K.S.A. 2015 Supp. 72-8222, and amendments thereto;

**WHEREAS**, in addition to and without limitation upon the other statutory grounds for BCC Police Officers to exercise the power and authority of law enforcement officers, K.S.A. 76-726 (1998 Supp.) and K.S.A. 22-2401a (1998 Supp.) authorize the City of El Dorado and Butler Community College to enter into an agreement permitting BCC Police Officers to exercise the power and authority of law enforcement officers within the City of El Dorado when necessary to protect the health, safety and welfare of students and faculty of Butler Community College, as specifically provided in K.S.A. 76-726(a)(3) (1998 Supp.) and in K.S.A. 22-2401a(3)(c) (1998 Supp.); and

**WHEREAS**, in addition to and without limitation upon the other statutory grounds for BCC Police Officers to exercise the power and authority of law enforcement officers, K.S.A. 22-2401(a) (1998 Supp.) authorizes BCC Police Officers to exercise the powers of law enforcement officers within the City of El Dorado when a request for assistance has been made by EPD, as specifically provided in K.S.A. 22-2401(a)(5) (1998 Supp.); and

**WHEREAS**, the parties to this agreement believe that it is in the best interest of the City of El Dorado and Butler Community College to enter into this Agreement, as authorized by K.S.A. 76-726(a)(3) (1998 Supp.), and to provide for certain situations in which the parties agree that the El Dorado Police Department will be deemed to have requested the assistance of BCC Police, as authorized by K.S.A. 22-2401(a)(5) (1998 Supp.), and K.S.A. 22-2401a(2)(b) (1998 Supp.);

**NOW, THEREFORE**, in consideration of the premises and the performance of the covenants herein contained, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement between the parties shall be defined as follows: to establish the understanding of the parties regarding operational guidelines for mutual aid, the geographical scope of jurisdiction conferred, circumstances requiring extended jurisdiction, scope of law enforcement powers and the duration of this Agreement, as contemplated by K.S.A. 22-2401(a).
2. **Authorization.** The parties are authorized to enter into this agreement pursuant to K.S.A. 22-2401a, K.S.A. 2015 Supp. 71-201, K.S.A. 2015 Supp. 72-8222, and amendments thereto.
3. **Definitions.**
  - a. "Butler Community College Police Officers" ("BCC Police Officers") shall mean persons who are certified as a Kansas law enforcement officers, employed by Butler Community College, and duly appointed as **BCC POLICE OFFICERS** pursuant to

K.S.A. 2015 Supp. 72-8222, and amendments thereto.

- b. **"Campus"** shall mean property owned or leased by Butler Community College ("BCC") in furtherance of its educational mission, and shall also include any other locations hosting BCC classes or events.
  - c. **"Critical Incidents"** shall mean events of a serious nature which threaten to cause or have caused loss of life or personal injury or severe damage to property.
  - d. **"Emergency Situation"** shall mean events giving Police Personnel a reasonable suspicion that a crime is about to be committed, is being committed, or has been committed, and that involves personal injury or the threat thereof or property damage.
  - e. **"Police Personnel"** shall mean any federal, state, county or city employee who is empowered to effect an arrest with or without a warrant and who is authorized to carry a firearm as part of such employment, regardless of whether they are on or off duty, any law enforcement officer as defined in K.S.A. 12-4113(j) and amendments thereto, K.S.A. 21-3110(10) and amendments thereto, K.S.A. 22-2202(13) and amendments thereto, K.S.A. 74-5602(e) and amendments thereto, or any member of an authorized reserve force.
  - f. **"Serious Crimes"** shall mean any crime involving serious physical violence against a person, such as rape, robbery, assault, or murder.
4. **Geographical Scope of Jurisdiction Conferred.** The parties understand that BCC Police have jurisdiction to exercise their powers as BCC Police Officers anywhere the following conditions exist:
- a. On property owned or operated by the BCC, an affiliated endowment association, an affiliated athletic association, or other student group associated with BCC, and;
  - b. On the streets, property, and highways immediately adjacent to Campus.

In addition to the geographical jurisdiction granted BCC Police by K.S.A. 2015 Supp. 72-8222 and K.S.A. 22-2401a, and subject to the terms and notification requirements to the El Dorado Police Department as set forth herein, BCC Police shall also have jurisdiction in the City when the exercise of jurisdiction is deemed necessary by BCC Police to protect the health, safety and welfare of students, faculty, and staff of the BCC ("Extended Jurisdiction").

This Agreement is not intended to limit the jurisdiction of BCC Police to act when requested by a city, county, state or federal law enforcement officer having jurisdiction, or when in fresh pursuit of a person who has committed a crime or who is reasonably suspected of having committed a crime of Campus property.

5. **Circumstances Requiring Extended Jurisdiction.** BCC Police may exercise extended jurisdiction when necessary to protect the health, safety and welfare of students, faculty, and staff subject to terms and notification requirements to the EPD as set forth herein and as otherwise agreed to by both parties.

6. **Scope of Law Enforcement Powers.** While exercising extended jurisdiction when necessary to protect the health, safety, and welfare of students, faculty, and staff, subject to the terms and notification requirements to the EPD as set forth herein and as otherwise agreed to by both parties, BCC Police may exercise all power and authority as law enforcement officers.
7. **Responsibilities.** Except as provided herein, BCC Police shall have primary law enforcement authority on Campus for automobile accidents, misdemeanors, felonies and traffic infractions. BCC Police will investigate and, if necessary, report all accidents occurring on Campus. EPD may assist in any such investigation at the request of BCC Police.
  - a. EPD will be supporting responders to any Critical Incident or Emergency Situation occurring on Campus, and will investigate and report such incidents. BCC Police shall notify the EPD if they are responding to such a call on or near Campus, and shall prepare complete reports regarding their involvement.
  - b. Subject to available personnel resources, EPD officers may respond to any request for service from BCC Police.
  - c. BCC Police shall handle all vehicles towed from Campus unless the vehicle is being towed as a result of the arrest of the driver/owner by EPD, or it is necessary the vehicle be towed for evidentiary reasons.
  - d. BCC Police may utilize the EPD adult and juvenile booking room facilities. BCC Police must follow EPD standard operating procedures before using such facilities.
  - e. The EPD may make its training course available to BCC Police, and BCC Police shall give priority to EPD standard operating procedures before using such facilities.
  - f. The EPD will make available to BCC Police any crime analysis/intelligence information beneficial to the BCC Police in accordance with current EPD standard operating procedures for the dissemination of such information. BCC Police will make available to EPD its analytical/intelligence information.
  - g. The EPD will notify BCC Police of all 911 disconnect/hang up calls for service on Campus property. BCC Police will respond to all such calls on Campus. EPD officers will assist upon request, dependent upon availability.
  - h. BCC Police shall upon request and pursuant to K.S.A. 22-2401(a), respond to assist EPD officers as available and be subject to assignment and direction of EPD officers.
  - i. BCC Police shall have limited jurisdiction at the Grizzly Villas ("Villas"), a privately owned and operated housing facility that is solely used for the contract housing of Butler Community College students, and generally located at 700 S. Haverhill Road, El Dorado, KS 67042. BCC Police shall patrol and respond to calls for service at this location. In the event of the report or allegations of Serious Crimes having occurred, BCC Police will immediately turn over primary control to EPD.

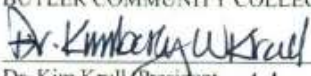
8. **Compensation.** Neither party shall receive any compensation for services rendered as part of this Agreement.
9. **Term.** This Agreement shall be in full force and effect from and after its effective date until and unless terminated by either party as provided herein.
10. **No Agency Relationship.** Notwithstanding anything to the contrary contained in this Agreement, the College, its employees, and students shall not hold itself or themselves out as, and shall not be, an agent of the City. Neither the College nor its employees shall have the authority to enter into agreements, leases, or other commitments on behalf of the City.
11. **Indemnity.** Each party to this Agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.
12. **Insurance.** Both entities shall be solely responsible for obtaining all insurance coverages that each entity deems necessary or desirable in connection with its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.
13. **Notices.** The parties hereby designate the following officers to serve as liaison of the parties for the purposes of this Agreement and to whom notices can be given.

Butler Community College	City of El Dorado, Kansas
Attn: Chief of Police	Attn: Police Chief
Department of Public Safety	El Dorado Police Department
901 S. Haverhill Road	128 N. Vine Street
El Dorado, KS 67042	El Dorado, KS 67042

14. **Termination.** The parties agree and covenant that the term of this Agreement shall commence on the Effective Date of the Agreement and shall continue until terminated. The parties agree and covenant that this Agreement may be terminated at any time by either party by furnishing the other party written notice of such termination. Termination shall become effective immediately upon receipt of such termination. This Agreement may be amended at any time by further written agreement of the parties.
15. **Entire Agreement.** This Agreement supersedes all prior and contemporaneous oral and written agreements and understandings pertaining to hereto. Any changes to this Agreement must be approved in writing by both parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set forth their hands the day and year noted.

BUTLER COMMUNITY COLLEGE

  
\_\_\_\_\_  
Dr. Kim Krull, President 1/2/20

CITY OF EL DORADO, KANSAS

  
\_\_\_\_\_  
Bill Young, Mayor

Attest

  
\_\_\_\_\_  
Tabitha Sharp, City Clerk

**Topic for Action  
Flute Juice Productions**

**REPORT:**

Butler has contracted with Flute Juice Productions for a performance and lecture for Black History program in partnership with the Black Student Association (BSA), Student Government Association (SGA) and the Butler Foundation. This contract will provide students and the El Dorado community with free access and exposure to cultural and artistic history and expression.

**RECOMMENDED ACTION:**

The Board ratify the attached contract/agreement in the amount of \$3,000.

**RECOMMENDED FUNDING SOURCE:**

Butler Foundation, BSA and SGA

Submitted by: Aletra Chaney-Profit, Advisor, Black Student Association and  
Director of Career Services

Supervisor: Dr. Jessica Ohman, Associate Vice President of Student Services

Date: January 2, 2020



## *Flute Juice Productions*

### PERFORMANCE CONTRACT

This agreement is made between **Flute Juice Productions** herein referred to as *First Party*, at *P. O. Box 915872, Longwood, Florida 32791* and **Butler Community College**, *901 Haverhill Road, El Dorado, Kansas 67042* herein referred to as *Second Party* for the engagement described below:

1. Location of engagement: **Campus at Butler Community College**
2. Date of engagement: **Thursday, February 06, 2020**
3. Starting and finishing time: **6:00 – 7:30 pm**
4. Type of engagement: **Lecture Jazz and the Civil Rights Movement/Music Performance**
5. Wage agreed upon: **\$3000.** Deposit: **\$2000.** Balance to be **paid by credit card, ACH, or check following the completion of performance.** Make check payable to **Galen Abdur-Razzaq, Flute Juice Productions and EIN#: 59-3369219.** Should balance due first party not be satisfied upon completion of performance, first party shall be entitled to full payment plus interest equal to 1.5% or fraction thereof, beginning seven days after performance until said payment is satisfied. Should first party have to resort to legal action, first party shall be entitled to reasonable attorney's fees and court costs.
6. First party agrees to provide all instruments involved in performance. **First Party also agrees to provide airfare, ground transportation, musician fees, and meals.**
7. Second party agrees to provide all necessary sound equipment including **one microphone on boom stand, podium w/mic, sound system, 2 speakers on tripods, 2 monitors (optional), laptop computer with PowerPoint capabilities, screen, and lighting. Second Party also agrees to provide one night hotel accommodations (1 king non-smoking room).**
8. Either party has seven days after signing this contract to cancel the performance; otherwise the contract will be a legally binding agreement and shall remain in force for the day and year first written above. Should first party cancel this contract after the seven days consideration period, second party will hold first party liable for damages resulting from promotional expenses incurred. No other compensation may be collected thereafter. First party, if any, will refund all deposits.



9. Should second party cancel said agreement, second party agrees to pay first party all expenses contracted by first party, all travel expenses and accompanist cost incurred and to be incurred because first party cannot cancel, as determined by first party.
10. If completion of this agreement is rendered impossible due to the physical disability of artist or an Act of God, herein defined as hurricane, tornado, cyclone or act of war or cancellation of scheduled transportation by persons or entities other than actions of the first party without first party's ability to reschedule timely transportation as determined solely by the first party, then, it is understood there shall be no claims of damage by either party.

11. Mutual Indemnification:

Each party to this Agreement (Flute Juice Productions and Butler Community College) shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its affiliates, trustees, directors, officers, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys' fees arising out of or relating to any of the obligations undertaken in connection with this Agreement.

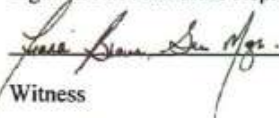
The contract is agreed and accepted by:

**Galen Abdur-Razzaq, President**

First Party



Signature of Authorize Representative

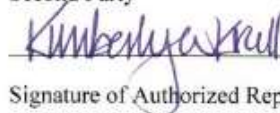


Witness

12/18/2019

Date

Second Party



Signature of Authorized Representative

Witness

12/19/19

Date

**Topic for Action  
AVISO Training Contract**

**REPORT:**

Butler has contracted with AVISO Training, LLC, for Success Coach Training. This is offered to faculty, staff and advisors to ensure a successful and consistent deployment of data-informed student success strategies and to align with the use of the Aviso retention software. Through Coach Training, institutional staff will be able to provide data-driven proactive individualized coaching to students. The goal of the training will be for student success staff to leave with an understanding of how to conduct proactive outreach and coaching techniques while aligning documentation with the use of the Aviso retention software solution. Training will include resource materials and follow-up guidance for internal training delivery in the future.

**RECOMMENDED ACTION:**

Ratify the contract with AVISO Training, LLC, for February's Success Coach Training in the amount of \$3,000.

**RECOMMENDED FUNDING SOURCE:**

Academic Support and Effectiveness budget

Submitted by: Mark Jarvis, Director of Faculty Development  
Supervisor: Dr. Phil Speary, Dean of Academic Support and Effectiveness  
Date: January 3, 2020

**AVISO COACHING**

Aviso Coaching, LLC  
1275 Kinnear Road  
Columbus, Ohio 43212

**CLIENT**

Butler Community College  
901 S Haverhill Road  
El Dorado, KS 67042

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("**Agreement**") is made and entered into as of the date of final signature below (the "**Effective Date**"), by and between Aviso Coaching, LLC, a Delaware limited liability company ("**Aviso**"), and Butler Community College ("**Client**"). Aviso and Client may be referred to in this Agreement, individually, as "**Party**" and, collectively, as "**Parties**".

**1. Scope and Performance of Professional Services.** Aviso agrees to render Professional Services to Client as requested by Client and agreed to by Aviso from time to time. Aviso agrees to furnish the Professional Services on the terms and subject to the conditions set forth in this Agreement. During the Term of this Agreement, Client and Aviso may develop and agree upon written statements of work defining Professional Services to be provided by Aviso, Aviso's compensation, deadlines and additional terms and conditions applicable to specific engagements, if any, and such other details as the Parties may deem appropriate and in such form as the parties may agree (each, a "**Statement of Work**" or "**SOW**"). Statements of Work shall reference this Agreement, shall be executed by the Parties, and shall form a part of and be incorporated into this Agreement. "**Professional Services**" means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by Aviso, excluding hosting services, and as further described below and in the Statement of Work. The provisions herein shall prevail in the event of a conflict with provisions in any SOW, and the provisions in an SOW dated later in time shall prevail in the event of a conflict with provisions in an SOW dated earlier in time.

**2. Aviso Obligations.** Subject to and conditioned upon the compliance of Client with the terms and conditions of this Agreement, Aviso shall use commercially reasonable efforts to provide Client with Professional Services. The professional staff of Aviso will have the proper skill, training, and background necessary to accomplish their assigned tasks and shall perform the services contemplated by this Agreement and each Statement of Work in accordance with the highest industry standards and best practices. Aviso personnel physically located at Client's facilities, hereinto referred to as "**On-Site**", shall comply with all reasonable workplace standards and policies applicable to Client's employees, of which Aviso is apprised of in writing in advance by Client, provided they are not inconsistent with Aviso's own business practices.

**3. Client Obligations.** While On-Site, Client will provide Aviso with reasonable access to use Client's facilities, equipment, data and information that are necessary for Aviso to perform Professional Services. Client will reasonably cooperate with Aviso in the performance of Professional Services and provide reasonable working space to Aviso personnel and reasonably cooperate with such personnel. Client shall respond promptly to any request of Aviso to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Aviso to perform Professional Services in accordance with the requirements of this Agreement or any applicable SOW. To the extent applicable to Professional Services, a SOW shall set forth any Client obligations in connection with such Professional Services.

**4. Payment.** The Professional Services fee shall be set forth in the SOW, and invoices shall be rendered in accordance with the payment terms set forth therein, and in accordance with the terms of this Agreement. All fees, charges, and other amounts payable to Aviso hereunder do not include any lawfully imposed sales or use taxes, payment of which shall be the sole responsibility of Client (excluding any applicable taxes based on Aviso's net income or taxes arising from the employment or independent contractor relationship between Aviso and its personnel); provided, however, Aviso shall separately itemize any such sales or use tax on Client's invoices.

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5. **Term.** This Agreement shall commence as of the Effective Date and shall continue until all Professional Services are completed in full under any and all outstanding SOWs under this Agreement, unless terminated sooner pursuant to Section 16 or unless extended by the Parties in writing (as may be extended herein, the “**Term**”).

6. **Travel.** For any on-site Professional Services, Client will reimburse Aviso for all actual, reasonable travel and out-of-pocket expenses (which shall comprise transport, accommodation and living expenses) incurred. Scheduling on-site engagements shall be approved in advance by Client, before travel costs are incurred.

7. **Ownership.**

7.1. **Client Content.** Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to Aviso in connection with Aviso’s performance of any Professional Services (“**Client Content**”) are and will at all times remain the sole and exclusive property of Client and its licensors. No right, title, or interest will be transferred from Client to Aviso with respect to any of Client Content or Client’s intellectual property rights therein, provided that Client hereby grants Aviso a non-exclusive right and license to use and incorporate such rights into any Work Product solely for the purposes of providing the Professional Services hereunder.

7.2. **Aviso Content.** Aviso shall retain and possess all right, title, interest, and ownership in and to any and all ideas, concepts, know-how, data processing techniques, software or documentation developed by Aviso personnel (alone or jointly with Client) in connection with Professional Services provided to Client, and it will be the exclusive property of Aviso provided to Client as a part of the Professional Services described herein, and the Client shall have no right, title, interest, or ownership in or to such ideas, concepts, know-how, data processing techniques, software or documentation, except as expressly provided in Section 7.3

7.3. **Work Product.** As part of or in connection with the Professional Services, Aviso and its employees will or may produce Work Product. “**Work Product**” includes all inventions, discoveries, processes, reports, plans, projections, budgets, software, data, technology, designs, documentation, innovations and improvements created, discovered, developed, compiled or prepared by Aviso or its employees as part of or in connection with the Professional Services. Work Product includes any intermediate work product created in developing the final deliverables. Aviso and Client agree that, except for any Client intellectual property, any and all Work Product shall be the sole and exclusive property of Aviso, provided that Aviso hereby grants Client a non-exclusive right and license to use the Work Product subject to the same terms and conditions as the license(s) provided under the Agreement for the product or service to which the Work Product relates. For the avoidance of doubt, Aviso shall retain ownership of all intellectual property rights in products and services licensed or sold to Client under the Agreement and any derivative works of said products or services, subject to the licenses granted to Client under the Agreement.

8. **Confidentiality.** Each Party acknowledges that it and its employees or agents, in the course of the projects and services contemplated by this Agreement, may be exposed to or acquire information that is proprietary or confidential to the other Party (“**Confidential Information**”). Each Party agrees to hold Confidential Information of the other Party in strict confidence and not to use such Confidential Information or discuss or disclose and such Confidential Information to any third party. The Parties agree that Confidential Information does not include: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either Party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit the same without violation of any confidentiality agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law. Any Confidential Information will be identified as such. The content of this Agreement is Confidential Information. The provisions set forth in this Section 8 shall survive the termination or expiration of this Agreement. Confidential Information also includes, but may not be limited to, FERPA (Family Education Right to Privacy Act) protected student data. Aviso will ensure any employees with access to FERPA data abides by the law and the terms of confidentiality set forth in this document. The provisions set forth in this Section 8 shall survive the termination or expiration of this Agreement.

**9. Non-Solicitation of Employees.** During the Term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who is then in the employment or engagement of the other Party. A general advertisement or notice of a job listing or opening or similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this Section 9, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this Section 9.

**10. Independent Contractors.** The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents, or employees. Each Party may engage in and possess other business ventures that are competitive with the Professional Services rendered under this Agreement.

**11. Identification of Client Relationship.** Client grants to Aviso the right to identify Client in Aviso's published list of clients. Aviso will follow guidelines prescribed by Client in using Client's name, trademarks, or logs, as applicable.

**12. Mutual Warranties.** Each Party represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform its obligations contained herein; (ii) it has not entered into, and shall not enter into any agreement either written or oral in conflict with its obligations under this Agreement; and (iii) its performance under this Agreement and/or any exhibit executed hereunder does not and shall not violate any applicable law, rule, or regulation.

**13. Other Representations.** Aviso warrants that it owns all right, title and interest in all material and applications used to provide the services under this Agreement or has the authority to license all material or applications to Client and further warrants that such material and applications will not infringe upon the intellectual property rights of any third party.

**14. Warranty Disclaimer.** AVISO WARRANTS THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND WITH PROFESSIONAL DILIGENCE AND SKILL, IN ACCORDANCE WITH THIS AGREEMENT AND THE DOCUMENTATION. IF THERE IS A MATERIAL BREACH OF THE ABOVE WARRANTY, AVISO'S ENTIRE LIABILITY AND CLIENT'S ENTIRE REMEDY SHALL BE, AT AVISO'S OPTION TO (I) MODIFY THE PROFESSIONAL SERVICES TO CONFORM TO THE DOCUMENTATION; (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CLIENT'S REQUIREMENTS OR (III) IF NEITHER OF THE FOREGOING IS COMMERCIALY REASONABLE, TERMINATE THIS AGREEMENT AND REFUND TO CLIENT ALL SUMS PAID BY CLIENT FOR THE NONCONFORMING SERVICES, WITH NO FURTHER LIABILITY TO AVISO. THESE REMEDIES ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR A CLAIM OF BREACH OF WARRANTY UNDER THIS AGREEMENT.

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 12, 13 AND THIS SECTION 14, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND AVISO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**15. Limitations of Liability.** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**16. Termination.**

**16.1. Breach.** Except as otherwise provided in this Agreement, either Party may terminate this Agreement if the other Party has materially breached this Agreement and has not cured such breach within fourteen (14) days of receipt of notice from the non-breaching Party specifying the breach (unless such breach is incapable of being cured). A material breach shall have occurred with respect to either Party if such party (i) ceases to do business as a going concern, (ii) makes a general assignment for the benefit of creditors, (iii) files for insolvency, bankruptcy, or seeks to enter receivership, (iv) authorizes, applies for, consents to, or has proceedings commenced against it to

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Client \_\_\_\_\_

appoint a trustee or liquidator for all or a substantial part of its assets which is not resolved within days of such commencement, or (v) violates the confidentiality provisions of this Agreement set forth in Section 8 hereof. Client may terminate this Agreement if Aviso fails to fully perform or comply with any material term or condition of this Agreement, and Aviso has not cured such breach within fourteen (14) days of receipt of notice from Client specifying the breach.

**16.2. Failure to Pay.** Aviso may suspend or terminate the Professional Services by giving Client advance written notice of fourteen (14) days if any payment is delinquent by more than thirty (30) days.

**16.3. Effect of Termination.** Aviso shall not be liable to Client or any third party for suspension or termination of the Professional Services in accordance with this Agreement. If Client or Aviso terminate this Agreement, Client shall be liable for all fees and expenses relating to Professional Services performed through the date of termination, but and shall not be obligated to pay any Professional Services that remain to be performed under this Agreement following the termination date. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Client or Aviso, Client's right to use the Professional Services shall immediately cease. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the termination, shall survive such termination of the Agreement for any reason.

**17. Mutual Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns from and against all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorney's fees and the costs of enforcing this Agreement and pursuing any insurance providers) resulting from the indemnifying Party's (or its employees, officers, directors, subsidiaries, and agents) gross negligence or willful misconduct.

**18. Assignment.** Neither Party shall assign this Agreement or any of its obligations hereunder without the other Party's prior written consent.

**19. Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: strikes, lock-outs, or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each, a "**Force Majeure Event**"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

**20. Modification/Waiver; Severability; Interpretation.** No modification of this Agreement or any SOW, and no waiver of any breach of this Agreement or any SOW will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Agreement or any SOW or the failure of either Party to exercise in any respect any right provided for under this Agreement shall be construed as a waiver of any subsequent breach of this Agreement or any SOW. No course of dealing between the Parties shall be construed as a waiver of any breach of this Agreement or any SOW. The provisions of this Agreement and any SOWs are severable. If any provision of this Agreement or any SOW is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

**21. No Third Party Beneficiaries.** There are no intended third-party beneficiaries under this Agreement.

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Client \_\_\_\_\_

22. **Governing Law.** This Agreement will be construed as having been made in, and will be governed in accordance with, the laws of the State of Ohio, excluding any applicable conflict or choice of law provisions.

23. **Entire Agreement.** This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, representations, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter.

24. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

25. **Notices.** All notices hereunder shall be in writing and shall be deemed to have been duly given upon personal delivery, five (5) days after being mailed by registered or certified mail, return receipt requested, or one (1) business day after being sent by nationally recognized overnight courier. Notice shall be addressed to the Parties as set forth on the first page of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**Butler Community College**

Signature Kimberly Krull

Print KIMBERLY KRULL

Title President

Date: 12/13/19

**Aviso Coaching LLC**

Signature   
Digitally signed by Alexander A. Leader  
Date: 2019.12.20  
17:18:21 -0500

Print Alexander A. Leader

Title CEO

Date: 12/20/19

Client \_\_\_\_\_



*[Signature Page to Professional Services Agreement]*

Client \_\_\_\_\_

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## Statement of Work

### Purpose

Complete Aviso success coach best practice training at Butler Community College (BCC)

### Scope

Aviso staff will conduct success coach best practice training for faculty and staff on proactive outreach techniques to align with the use of the Aviso software. Aviso staff will travel to BCC to conduct the training on-site unless remote training is deemed necessary instead.

### Location

Work for this project will take place both remotely and on-site at customer location.

### Period

Training to be completed by February 28, 2020.

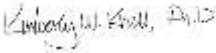
### Deliverables


The following deliverables are included in this statement of work:

- Coach Training will be provided to key personnel at the institution to ensure a successful and consistent deployment of data-informed student success strategies and to align with the use of the Aviso retention software.
- Through Coach Training, institutional staff will be able to provide data-driven proactive individualized coaching to students. The goal of the training will be for student success staff to leave with an understanding of how to conduct proactive outreach and coaching techniques while aligning documentation with the use of the Aviso retention software solution.
- Agenda to be developed in conjunction with the BCC team.

### Payment

Total fee is \$3000. Travel and expenses will be billed separately. Payment due upon invoice with net 30 terms.

  
\_\_\_\_\_  
Signature  
Kimberly W. Krull  
\_\_\_\_\_  
Name  
President  
\_\_\_\_\_  
Title  
December 19, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Alexander A. Leader  
\_\_\_\_\_  
Name  
CEO  
\_\_\_\_\_  
Title  
12/20/19  
\_\_\_\_\_  
Date

Digitally signed by  
Alexander A. Leader  
Date: 2019.12.20  
17:18:46 -0500

Client \_\_\_\_\_

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**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	1,513 (1,496 in AY 2018)
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	Student Services
Responsible individual	Jessica Ohman & Bill Rinkenbaugh
Report for the BOT meeting of	January 14, 2020
Strategic Goal: <b>Ensure Student Success</b>	Priority Number: <b>3b</b> (Analyze and revise current scholarship format with recommendations for consideration for AY2021)

### **Narrative**

Scholarships are used as recruitment and retention incentives for students. In identifying scholarship recipients, this allows Butler to be an affordable educational option and keeps us competitive in the recruitment of students in our region. A scholarship taskforce was convened to review current practices.

### **Current Outcomes**

Small taskforce is currently evaluating the possibility of a scholarship for adults/non-traditional students as many of our institutional scholarships are geared toward traditional students.

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

We will continue to monitor student retention/completion data for scholarship recipients (to be reported in the spring 2020).

We will continue to refine processes and determine effectiveness of scholarship changes.

### **Strategic Alignment**

Scholarships used as incentives for recruitment and student retention ties directly to the strategic goal of Ensuring Student Success and helps our students focus on their academic goals by relieving some of the financial pressure faced with the challenge of paying for college.

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

Department/Project Name	Human Resources
Responsible individual	Shelley Stultz
Report for the BOT meeting of	January 14, 2020
Strategic Goal: <b>Invest in our Employees' Success</b>	Priority Number: <b>1a</b> (Implement Phase II of the HR Consultant recommendations during FY2020)

### Narrative

Phase II of the HR Consultant compensation recommendations was approved by the Board of Trustees in May 2019. The implementation of Phase II has two goals:

1. Ensure all salaried employees are paid no less than the minimum rate of their pay range
2. Identify and correct pay inequity with a job group/family or department where experience and seniority are a factor in recruitment and/or retention.

### Current Outcomes

All salaried employees are paid no less than the minimum rate of their pay salary grade as of July 1, 2019.

### Action items for future outcomes

Beginning January 2020 we will begin the process to identify and apply initial pay inequity adjustments within the job group/family or departments where experience or seniority are a factor in recruitment and/or retention.

Total Budget for FY 2020 for Phase II implementation goals: \$180,000.

Continued support for additional budget dollars in FY2021 and beyond is needed to fully address the current inequity and ongoing market stability of our pay structures and incumbent salaries.

### Strategic Alignment

The Board of Trustees at Butler Community College subscribe to a philosophy of compensation that recognizes the value and contributions of each employee to the overall success and purpose of our college in meeting student and community needs.

Adopting a compensation philosophy and strategy that places the college in a competitive market driven position to recruit and retain highly qualified employees directly supports ensuring student success and investing in our employee success.

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

Department/Project Name	Students Services & Academics
Responsible individual	Jessica Ohman, Lori Winningham, & Aletra Chaney-Profit
Report for the BOT meeting of	January 14, 2020
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>1a</b> (Develop new internship opportunities for students in 2019-2020)

### Narrative

Butler Community College strives to offer internship opportunities to our students and recognizes them as significant learning experiences.

Faculty worked last summer to update the PD 100 Career Readiness course for student without a secured internship. They created 3 internship courses to accommodate the varied work hours. These courses are IP 193.1, IP 193.2, IP 193.3 for 50, 100, and 150 clock hours. The redesign of the IP 193.X courses shifted the focus to different relevant soft skills each week. These soft skills include teamwork, attitude, conflict, etc. Departments will be encouraged to add the internship courses into the pathways as electives where they make sense as we revise the catalog for the 20-21 academic year.

Internships allow students to apply their knowledge with real world application, receive direct supervision and feedback from industry representatives, and provides ongoing contemplation of learning objectives throughout the internship.

It benefits employers and the community by bringing fresh perspectives to businesses, developing pipelines to meet employment needs, reducing employee workload and decreasing retention by hiring interns.

### Current Outcomes

Career Services has assisted eight students with internships during Fall 2019; three resulted in FT employment.

Partnerships with regional employers are now established to assist with job shadowing and internship opportunities for students.

### Action items for future outcomes

- Continue to foster employer and student relationships by increased partnership and collaboration through internships
- Add internships to more programming for college credit

### Strategic Alignment

Emphasis on internship development helps support Butler's strategic priorities.

- They help ensure student success by providing opportunities to explore industry and attain experiences that make them employable following their degree attainment.

- Supporting students in their career development helps to contribute to our communities because they work in the community and contribute to local economies.
- The more Butler produces students that are educated, experienced and equipped, the more it will usher us to the forefront as a power for good, which affirms our effectiveness as an institution

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

Department/Project Name	University Input
Responsible individual	Lori Winningham/Jessica Ohman
Report for the BOT meeting of	January 14, 2020
Strategic Goal: <b>Contribute to Our Communities</b>	Priority Number: <b>2c</b> (Key university reps will be invited to campus)

### **Narrative**

Academics and Student Services work collaboratively to engage 4-year institution partners to establish transfer opportunities for students.

### **Current Outcomes**

Work continues in an ongoing way for all universities and colleges that our students transfer to. More specifically conversations have been underway to update articulation agreements with Friends University, Newman University, Wichita State University, Fort Hays State University, Kansas State University in a variety of program areas.

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

Identify and complete 2+2 or articulation agreements for programs already in process. Identify additional programs and institutions to increase program transfer options for students.

### **Strategic Alignment**

This goal directly contributes to our communities by establishing transfer opportunities for students and helps to create an educated workforce for the communities we serve.



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

Department/Project Name	Marketing
Responsible individual	Kelly Snedden
Report for the BOT meeting of	January 14, 2020
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>3b</b> (Create quarterly newsletters to inform public of college commitments and successes)

### Narrative

The Community Connections newsletter was created and launched in 2019 with the goal to better connect with the college's tax base in Butler County as well as with partners, and civic and industry leaders within the college's service area and Wichita/metro area. Communication from the college was a repeated need identified from the 2018 Butler for Butler conversations and the Board of Trustees Listening Tours.

The publication is produced three times per year and is distributed to all Butler County homes and businesses. The publication is either printed and mailed, or sent electronically to requested subscribers. The publication is also accessible on the college's website at [butlercc.edu/community](http://butlercc.edu/community).

### Current Outcomes

- The Fall 2019 issue was the first to be expanded to a broader range of recipients via email. The list included 190 email addresses of business partners and leaders in the area.
- The Fall 2019 issue was the first to be distributed electronically to all college employees.
- Of the 190 community emails sent, 186 were received, 59 opened with 18 clicks, 1 unsubscribe and 4 bounces. The majority viewed it on their mobile device.
- Initial digital trends show the electronic issue is trending well. Click to Open (CTO) rate was 30.51% and Click Through Rate (CTR) was 9.68%. *\*According to Mailchimp.com October 2019 report, the average CTO for education/training newsletters is 24.42% and the average CTR is 2.90%.*

### Action items for future outcomes

1. Create a stronger online web presence with greater mobile functionality.
2. The next issue is scheduled to hit mid-February.

### Strategic Alignment

Contribute to our Communities  
Institutional Effectiveness

Butler Community College  
Statement of Revenue, Expenditures, Other Changes  
As of 12/31/2019

FISCAL YEAR 20, PERIOD 06  
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	15,414,363	3,821,551	80.13%	19,960,768	16,366,781	3,593,987	81.99%
Local Sources	14,648,337	1,267,321	13,381,016	8.65%	14,733,876	1,327,682	13,406,194	9.01%
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	14,425	3,299	81.39%
Other Sources	1,042,959	348,485	694,474	33.41%	942,039	347,889	594,150	36.93%
Transfers	109,249	63,352	45,897	57.99%	422,397	362,892	59,505	85.91%
<b>TOTAL REVENUES:</b>	<b>50,924,581</b>	<b>24,737,215</b>	<b>26,187,366</b>	<b>48.58%</b>	<b>51,355,794</b>	<b>25,696,961</b>	<b>25,658,833</b>	<b>50.04%</b>
<b>EXPENSES:</b>								
Instruction	16,240,983	6,841,021	9,399,962	42.12%	15,959,814	6,638,710	9,321,104	41.60%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Public Service	0	0	0	0.00%	0	(673)	673	0.00%
Academic Support	3,663,350	1,585,310	2,078,040	43.27%	3,596,959	1,628,507	1,968,452	45.27%
Student Services	6,653,322	3,013,260	3,640,062	45.29%	6,594,959	3,019,291	3,575,668	45.78%
Institutional Support	17,723,446	9,394,609	8,328,837	53.01%	16,912,252	8,663,938	8,248,314	51.23%
Physical Plant Operations	3,521,141	1,390,217	2,130,924	39.48%	3,287,943	1,358,082	1,929,861	41.30%
Student Financial	3,710,385	1,869,932	1,840,453	50.40%	3,765,385	1,826,877	1,938,508	48.52%
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>24,094,348</b>	<b>27,653,279</b>	<b>46.56%</b>	<b>50,322,312</b>	<b>23,134,733</b>	<b>27,187,579</b>	<b>45.97%</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	686,000	0	100.00%	615,000	615,000	0	100.00%
<b>TOTAL TRANSFERS:</b>	<b>1,821,060</b>	<b>1,382,924</b>	<b>438,136</b>	<b>75.94%</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>(2,644,106)</b>	<b>(740,058)</b>			<b>(951,942)</b>	<b>1,128,573</b>		
Fund Balances, Beginning of year	7,135,350	7,135,350			9,517,439	9,517,439		
Fund Balances, End of Period	<u>4,491,244</u>	<u>6,395,293</u>			<u>8,565,497</u>	<u>10,646,012</u>		

## **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 Kim –

Wonderful evening! You are definitely the “hostess with the moistest.” Thank you for your kind invitation. We hope you have a very Merry Christmas and Happy New Year.

Ted and Barb Dankert

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES  
JANUARY – FEBRUARY**

<b>PDD Social Hour with Faculty</b>	Monday, January 13, 4:00 p.m. Clifford/Stone Room	<b>ALL TRUSTEES</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 Annual Dinner</b>	Thursday, January 23, 6:00 p.m. Terradyne Country Club	<b>TBD</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. Grizzly Den, Andover 5000 Building	<b>ALL TRUSTEES</b>

<b>2019-2020 Board Meeting Dates</b>
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>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>
<b>April Board Finance Committee</b>	Tuesday, April 14, 3:30 p.m. President's Conference Room	<b>TBD</b>
<b>April Board Meeting</b>	Tuesday, April 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

### Spring 2020 ACTIVITY CALENDAR

Professional Development Days (PDD)	January 13-17
Dr. Krull PDD Social Hour	Mon, January 13 @ 4:00 p.m. Clifford Stone Room
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



**EXECUTIVE SESSION**

**TRUSTEE MOTION: By** \_\_\_\_\_

Mister Chair I move that the Board recess into executive session for consultation with legal counsel to include the Board, Dr. Kim Krull, Shelley Stultz and Ed Keeley with action to follow as appropriate.

The open meeting will resume here in the Dankert Board Room in 30 minutes.

**CALL FOR A SECOND: Trustee** \_\_\_\_\_

**CALL FOR A VOTE**

**ENTER EXECUTIVE SESSION @** \_\_\_\_\_ **P.M.**

**RETURN TO OPEN SESSION @** \_\_\_\_\_ **P.M.**

**ANY ACTION REQUIRES A MOTION, SECOND, and VOTE**

**MOTION FOR ADJOURNMENT**

Motion made by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote: \_\_\_\_\_

Time of Adjournment: \_\_\_\_\_