

**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

**4:30 p.m., Tuesday, July 14, 2020 – Dankert Board Room**  
Watch Live via <http://www.butlercc.edu/bctv>

**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.**  
***Only Trustees will be in person, all of those wishing to watch should visit <http://www.butlercc.edu/bctv>***

**Executive Session** for consultation with legal counsel to receive advice concerning current litigation pursuant to the open meetings exception for matters protected by attorney-client privilege and to discuss employee performance pursuant to the open meetings exception for personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and that Dr. Krull, the Board, and Ray Connell be included not to exceed 45 minutes

**Budget Work Session**

**I. CALL TO ORDER**

**II. APPROVAL OF AGENDA**

**III. EXECUTIVE SESSION ----- 4**

**IV. RECOGNITIONS ----- 5**

**V. PUBLIC COMMENT**

If you wish to address the Board during Public Comment, please complete this form: <https://bit.ly/3b36GXl> by NOON, Tuesday, July 14<sup>th</sup>

**VI. STANDING REPORTS**

- A. Professional Employees Report – Terry Sader
- B. Board Finance Committee Report –Lance Lechtenberg, Shelby Smith
- C. Foundation Board Report – Forrest Rhodes, Kim Krull
- D. President's Report – Kim Krull
- E. Education Facilities Authority Report –Jim Howell, Doug Law, Kim Krull

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<b>EXECUTIVE SESSION</b>
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**TRUSTEE MOTION: By \_\_\_\_\_**

Chair Howell, I move that the Board recess into Executive Session for consultation with legal counsel to receive advice concerning current litigation pursuant to the open meetings exception for matters protected by attorney-client privilege and to discuss employee performance pursuant to the open meetings exception for personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and that Dr. Krull, the Board, and Ray Connell be included.

The Open Meeting will resume here in the Dankert Board Room in 45 minutes.

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

**CALL FOR A VOTE**

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

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

## JULY BOARD RECOGNITIONS

### ➤ **Kansas Collegiate Media Awards**

#### ▪ **Lantern Newspaper Awards**

Sponsor: Amy Chastain

- **Amariani Garcia** – 2<sup>nd</sup> Place Comics/Editorial Cartoons
- **Madalynn Wilson** – 3<sup>rd</sup> Place Feature Photography
- **Rachel McClurg** – 3<sup>rd</sup> Place Front Page Design
- **Caelin Bragg** – 3<sup>rd</sup> Place News/Event Writing; 2<sup>nd</sup> Place Review Writing
- **Matthew Will** – 2<sup>nd</sup> Place Social Media Storytelling; 3<sup>rd</sup> place Sports News Writing; Honorable Mention in both Review Writing and Sports News Writing
- **Cathryne Gonzales** – 3<sup>rd</sup> Place Special Sections, Publications or Innovations
- **Amanda Smith** – 2<sup>nd</sup> Place Special Selections, Publications or Innovations; 3<sup>rd</sup> Place Sports Feature Writing
- **Carlie Pracht** – 2<sup>nd</sup> Place Special Sections, Publications or Innovations
- **Hannah Simon** – 3<sup>rd</sup> Place Sports Action Photography

#### ▪ **Grizzly Magazine Awards**

Sponsor: Mike Swan

- **Jacob Minter** – 1<sup>st</sup> Place Page Design; 2<sup>nd</sup> Place News/Event Photography; 3<sup>rd</sup> Place News/Event Writing
- **Ethan Neuway** – 2<sup>nd</sup> Place News/Event Photography; 2<sup>nd</sup> Place Page Design; 3<sup>rd</sup> Place News/Event Writing; Honorable Mention Page Design
- **Nicholas Quinoenes** – 3<sup>rd</sup> Place Cover Design
- **Kaylee Stout** – 3<sup>rd</sup> Place Headlines

➤ **Gretchen Shum** – American Institute of Certified Public Accountants Scholarship

➤ **Andre Davis** – PBL National Vice President

➤ **Connie Belden** – American Accounting Association Cook Award

➤ **Heather Rinkenbaugh** – 2020 Wichita Business Journal Women in Business Honorees

➤ **Esam Mohammad** – KBOR 2020 Data Quality Award

## STEM: Board of Trustees Report

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### Board of Trustees Report

Science, Technology, Engineering and Mathematics (STEM) Division

By Mel Whiteside, Dean; Shannon Covert, Associate Dean  
6/17/2020

## STEM: Board of Trustees Report

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The STEM division prepares students in the areas of Agriculture, Biology, Business and Industry, Chemistry, Engineering, Mathematics, and Physics/Physical Science. Through this preparation, students are able to transfer to the next educational level of higher education or enter the work force with knowledge, skills and experiences which contribute to their own personal success and the needs of the community. The experienced and credentialed faculty, both educationally and industry recognized, within the STEM division facilitate learning through the use of high engagement learning strategies and state-of-the-art technology. Students pursuing a degree in the STEM division will have a competitive advantage in the increasing need for STEM skills as well as the high skill, high wage, high demand global marketplace.

STEM faculty and staff continue to diligently work as a team in the evaluation of effective internal processes, efficient budgeting, and conducting program reviews based on sound data gathering and analysis. This assessment allows the potential to:

- Facilitate instructional collaborations across departments
- Enhance faculty's role in shared governance at the division level
- Streamline course offerings
- Augment communication between faculty and academic administration
- Develop processes to increase and efficiently and effectively utilize available resources
- Support long-term strategic growth
- Facilitate opportunities for faculty professional development

Furthermore, the STEM division strives to offer programs geared to helping our local economy and communities, and develop awareness of programs offered by other Butler academic divisions. As a division, we continuously seek outside funding sources to supplement the need for advanced technology equipment, software and personnel.

### HONORS AND RECOGNITIONS

- Robert Carlson, Chemistry - Master Teacher of the Year
- Jared McGinley, Marketing and Entrepreneurship Chair, honored as the Butler Community College nominee for the John and Suanne Roueche Excellence Award for 2020. The award is presented by the League for Innovation in the Community College, and honor faculty for abilities in teaching, leadership, and innovation.
- Dani Anthony, Chemistry - Student Life Awards: Most Outstanding Instructor
- Mark Jaye, Auto Technology - Wichita Business Journal Innovation Award October 2019 & Kansas Council for Workforce Education Excellence in Teaching Award
- Apryl Nenortas, Biology faculty member, was nominated for the Two-Year College Outstanding Biology Teacher through NABT.
- Agriculture program named the 2019 Top Junior College Ag Program by Pulse Magazine.

## STEM: Board of Trustees Report

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- Livestock Judging team members, Jakob Juul and Chad Hibdon, were selected first and second, respectively, as All Americans. This honor combines both Academic success and success in livestock judging.

Lindsey Fields and Apryl Nenortas, Biology faculty members, co-authored an editorial that was published in the Journal of College Science Teaching Oct. 2019 issue

Lindsey Fields, serves as the Director at Large on the Board of Directors for the National Association of Biology Teachers (NABT). She was re-elected for her second term this year.

Kristy Zieman, Biology faculty member, served as an instructional assistant for the NASA Community College Aerospace Scholar program

Adam Anthony, Mathematics faculty member, contributes semiannually in the NASA Community College Aerospace Scholars (NCAS) program.

Bethany Chandler, Mathematics faculty member, completed her EdD in Developmental Education Administration from Sam Houston State University. Dr. Chandler serves on two state committees: The Kansas Board of Regents Developmental Education Task Force and The Kansas Mathematics Alignment for Student Success Task Force.

Danny Mattem Physics faculty member, completed a year of astronomy research with NITARP (NASA and Caltech). He presented his groups research at the annual American Astronomical Society meeting in January 2020. They discovered 188 new young stellar objects in the Lagoon nebula. He also continues to teach a course for NASA as part of the NASA Community College Aerospace Program (NCAS). Currently, over 20 Butler students take this free course and earn an all-expenses paid trip to a NASA center for a week long STEM workshop.

The Cyber Security program was awarded the designation of "Center of Academic Excellence" by the US Department of Homeland Security, National Security Agency and the National Centers of Academic Excellence in Cyber Defense Education.

The Ag program added a new high tunnel which allowed for lab space for crop production and plant science education. Students gained hands on experience in soils, soil nutrition, plant growth and reproduction, and managing crops. Produce from these activities was donated to local food banks

Taylor Frank served as Secretary of the Junior College Livestock Judging Coaches Association

Dr. Tiffani Price accepted a FT Dean position at Howard College, San Angelo, TX.



## STEM: Board of Trustees Report

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### High School Partnerships

We continue to look at ways to maximize educational opportunities (e.g., Career Pathways) offered to high school students through the Excel bill and maintain a healthy relationship with each USD. We will work in formalizing regular department meetings with program specific advisors who specialize on getting student enrolled in the programs. Our program recruitment efforts will develop better marketing through the web and increase our community outreach efforts. Moreover, we will strengthen student engagement inside and outside the classroom by increasing participation of STEM students within the college organizations.

### Academies

- Fall 2019, in partnership with Augusta High School and OPAAI, we offered our Culinary Arts program at Augusta's Central Kitchen.
- Spring 2020, we offered our Welding Academy program at our BOE facility.

We will continue to explore further academy offerings.

### Retirements

- Dr. Susan Pfeiffer, Mathematics faculty
- Tonya Kerschner, Biology faculty
- Karen Wright, Business Education Technology faculty

The STEM Division is composed by the following departments:

- **Agriculture:** Agribusiness, Agriculture, Livestock Management & Merchandising, Farm and Ranch Management, Pre-Veterinarian, Food Science and Safety
- **Automotive:** Automotive Technology
- **Business & Professional:** Accounting, Accounting Assistant, Advertising, Business Administration, Culinary Arts, Hotel Management, Marketing & Management, Restaurant Management
- **Business Systems Technology:** Business Administrative Technology, Business Medical Specialist, Physician Coding
- **Information Technology:** Database Administration, Digital Media, Cyber Security, Interactive 3D Technology, Internetworking Management, Software Development, Web Development, Windows Administration
- **Engineering/Engineering Technology:** Pre-Engineering, Engineering Graphics Technology, Welding Technology
- **Mathematics**

## STEM: Board of Trustees Report

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- **Science:** Biology, Chemistry, Environmental, Physics, Physical Sciences, Pre-Med, Pre-Vet

The academic departments assigned to the STEM division and the degree/certificate programs offered within the division are designed to contribute and facilitate Butler Community College strategic priorities and goals by providing state-of-the-art programs that are responsive to the needs of regional industry. The quality of our programs, state-of-art facilities, and relevant curriculum are validated by Kansas Board of Regents (KBOR), Accreditation Council for Business Schools and Programs (ACBSP), American Welding Society (AWS), Automotive Service Excellence (ASE) National Automotive Technicians Education Foundation (NATEF) and various memberships in national professional organizations the National Council for Workforce Education (NCWE). Additionally, industry advisory boards play a key role in the departments new courses, new programs, curriculum updates, and offering opportunities to our students via incentive programs and internships. Our faculty are recognized experts in their fields and work closely with local industry as well as workforce development representatives in order to secure that we are preparing a high skilled workforce not only knowledgeable in the utilization of the latest technologies but also a well-rounded workforce.

During the 2020 - 2021 academic year, the STEM division will place a deeper focus on recruitment, relationships and retention with our **Recruit, Relate, Retain** plan.

### **Recruit**

- Increase recruitment efforts
  - Increase STEM recruiting efforts
  - Create new STEM scholarship opportunities
  - Increase paid student internship opportunities
- Increase marketing efforts of each STEM program
- Market current university articulation agreements

### **Relate**

- Focus on relationships
  - Focus on strengthening current relationships with high schools, industry, universities and other stakeholders
- Create and strengthen relationships with faculty, staff and students
  - Create new university articulation agreements

### **Retain**

- Increase student retention efforts
- Provide retention training opportunities for faculty, staff and administration

### **Vision**

The STEM division will provide exceptional instructional programs in advanced technologies, business and industry for workforce development, laboratory sciences, and mathematics.

## STEM: Board of Trustees Report

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### **Mission**

The STEM division exists to provide students with high engagement learning experiences which prepares them to succeed in STEM related fields and advanced educational programs through collaborative partnerships with universities, business and industry, workforce development centers and local school districts.

### **Key Unit Processes**

- Design and refine curriculum with a differential to provide a competitive edge
- Effectively deliver coursework
- Hire and schedule qualified instructors & staff
- Fiscally responsible division budget management
- Evaluate and support faculty
- Gain and maintain outside accreditation for programs
- Provide professional staff development/training/mentoring
- Provide instructors and students with state-of-the-art technology
- Recruit high performing students into programs to provide employers with skilled employees
- Assist students and graduates with employment opportunities
- Assess student learning in courses and programs
- Monitor student satisfaction with courses and programs
- Monitor employer satisfaction with graduates' performance
- Provide industry recognized credential opportunities for students

### **Division's Core Values**

**Professional** – We provide education and training that directly contributes to successful transfer, employment, or career advancement and retaining of our stakeholders.

**Economic** – We provide education and training that has an impact on the earning power of our stakeholders and strengthening of our regional economy through workforce and community development

**Service** – We provide learning experiences that enable our stakeholders to take responsibility for the welfare of their communities.

**Excellence** – We seek excellence in all our actions and we are committed to continuous improvement.

**Diversity** – We respect and value diversity of opinion, freedom of expression, and other ethnic and cultural backgrounds.

## STEM: Board of Trustees Report

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### Transfer Agreements (2+2)

College/University	AAS/AS Degree	BS Degree
Wichita State University	Pre-Engineering	Aeronautical Engineering
Wichita State University	Pre-Engineering	Biomedical Engineering
Wichita State University	Pre-Engineering	Industrial Engineering
Wichita State University	Pre-Engineering	Manufacturing Engineering
Wichita State University	Pre-Engineering	Electrical Engineering
Wichita State University	Pre-Engineering	Computer Science
Wichita State University	Pre-Engineering	Computer Engineering
Wichita State University	Business (In progress)	Business Administration

### Accounting/Business:

1. Department mission statement  
The Business Administration/Accounting program facilitates learning through collaborative methods using critical thinking, small and large groups, and discipline specific technology for students in the region. This dynamic program prepares students to enter the workforce, pursue entrepreneurial endeavors or transfer to a four-year university.

2. Enrollment Comparison: Credit Hours

Program	2017	2018	2019
Business Administration	10244	11008	11121

3. List of FT faculty
  - Janice Akao
  - Connie Belden
  - Mike Rose
  - Rhonda Thomas
  - Andrea Scharenberg (split with Math)
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

## STEM: Board of Trustees Report

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Janice Akao conducted the breakout session for the business program on January 27 at the Circle High School Thrive Program presentation.

Janice Akao and Connie Belden presented "Using Technology in the Classroom" at the Kansas CTE conference – February 2020

Janice Akao was scheduled to present "Using Flip-Grid" as part of the Technology Roundtable at the Teachers of Accounting at Two-Year Colleges (TACTYC) conference in May which was canceled due to COVID-19.

Connie Belden was also scheduled to present "Tips and Tricks for Teaching Managerial Accounting" TACTYC conference which was canceled due to COVID-19

Connie Belden was awarded the American Accounting Association/J. Michael and Mary Anne Cook/Deloitte Foundation prize for superior teaching of accounting at a two year-year degree plan college.

Connie Belden is scheduled to present on June 18th virtually at an Accessibility Conference hosted by WSU Tech. Her presentation will be on Accessibility in the Face to Face Classroom.

Connie Belden was elected to the officer position of Secretary and Webmaster for TACTYC.

Rhonda Thomas presented "The Great Phone Debate: Hash-It-Out!, Explore, and an Experimental Semester!" on March 7 at Butler's Second Saturday.

Rhonda Thomas was a panelist for KMWU's "Digital Democracy on Tap: Financial Triage" on April 14.

Mike Rose developed BA115 Business Law 1 into a Master Course.

Seven Butler students qualified to compete at the National PBL conference which will be held virtually June 24-26.

5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)  
Marketing of new Data Analytics certificate

6. Goals: 2020-2021 academic year

Have 15 students enrolled in data analytic courses.

Recruit at three outside events.

Begin to incorporate data analytics in to the accounting curriculum.



## STEM: Board of Trustees Report

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Contact Kansas 4-year College and Universities regarding the transferability of the new data analytics courses.

Develop BA178 Payroll Accounting and BA112 Personal Finance into Master courses

### Agriculture:

1. Department mission statement

Provide an industry recognized agricultural education which supports students career and higher education goals, supply a skilled workforce, and contribute to the economic vitality of our communities.

2. Enrollment Comparison; Credit Hours

Program	2017	2018	2019
Agriculture	1172	1172	1088

3. List of FT faculty

- Joe Leibbrandt
- Taylor Frank
- Derek Foust

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

- Added a new high tunnel which allowed for lab space for crop production and plant science education
  - Students gained hands on experience in soils, soil nutrition, plant growth and reproduction, and managing crops
  - Produce from these activities was donated to local food banks
- Livestock Judging Team
  - High team: National Barrow Show, National Western Stock Show, San Antonio Livestock Exposition
  - Second High Team at North American in Louisville
  - Taylor Frank served as Secretary of the Junior College Livestock Judging Coaches Association
  - The 2019-2020 Livestock Judging Team ended the year as the Reserve National Champion Livestock Judging Team
  - Two team members were selected as All Americans. This honor combines both Academic success and success in livestock judging.
- Named the 2019 Top Junior College Ag Program, by the Pulse Magazine. This was voted on by people from across the country.
- Collegiate Farm Bureau
  - Five members attended the Kansas Farm Bureau Young Farmers and Ranchers Leadership Conference in Manhattan

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## STEM: Board of Trustees Report

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- ii. Students planned a tour to Pratt Feeders and the ethanol plant at Pratt.
  - e. Faculty attended the following educational events
    - i. K-State Research and Extension Farm Bill meetings
    - ii. National Western Stock Show
    - iii. Butler County Kansas Livestock Association annual meeting
    - iv. Lefler Commodities Ag Marketing Conference
  - f. Faculty volunteer in the community
    - i. Joe Leibbrandt – Butler County Extension Board, for K-State Research and Extension, Deacon at First Southern Baptist Church in El Dorado
    - ii. Taylor Frank – serves on Butler County Youth Livestock Foundation
    - iii. Derek Foust – serves as a “Big” with Big Brothers Big Sisters
  - g. Preparing to offer a fully online degree in Agriculture
  - h. Taylor Frank and Joe Leibbrandt have judged numerous livestock shows in Kansas and across the country. These have been great opportunities to represent Butler Community College.
5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)
- a. Adequate funding for equipment that helps us to stay relevant
6. Goals: 2020-2021 academic year
- a. Increase student enrollment
  - b. Find innovative ways to improve student engagement
  - c. Develop stronger relationships with area FFA Advisors
  - d. Seek out external funding opportunities to improve learning environment
  - e. For faculty to continue to attend educational events

### **Automotive Collision Repair:**

Discontinued

Department Lead:  
Donnie Smith

### **Automotive Technology:**

1. Department mission statement
  - Provide relevant technical education to support student goals, a skilled workforce, and the economic vitality of our communities.
2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Automotive Technology	455	585	504
3. List of FT faculty:
  - Mark Jaye/Lead Instructor

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## STEM: Board of Trustees Report

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4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
  - Wichita Business Journal Innovation Award October 2019
  - ASE Program Recertification
  - ASE Master Technician Certifications
  - Kansas Council for Workforce Education Excellence in Teaching Award.
5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)
  - Better communication with High Schools about opportunities and programs at Butler CC.
  - Identifying a more target specific way to market the program.
  - Shop space is definitely an issue. We need more area to allow for growth for night classes and HS programs.
6. Goals: 2020-2021 academic year
  - Increased Enrollments
  - Create a Diesel Program and partnerships
  - Develop some free community workshops such as Basic Auto Maintenance workshop, Ladies Night, etc...
  - More Community awareness about this program.

### **Business Systems Technology**

1. Department mission statement

The Business Systems Technology Program is committed to providing stakeholders the competitive edge using state-of-the-art technology to develop and enhance essential business environment skills.

2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Business Systems Tech.	1134	1436	1320

3. List of FT faculty:
  - Beth Cunningham
  - Andrea Scharenberg\*
  - Lisa Schmidt
  - Karen Waddell

\*divides her time between BA, BST, MA
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)



## STEM: Board of Trustees Report

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- a. Department
  1. New marketing materials being created
  2. New Microsoft Office Certificate (implement Fall 2020)
5. Faculty
  - Beth Cunningham: Microsoft Office 2019 certifications (Word, Excel)
  - Tammy Martinson (adjunct): Healthcon Virtual Conference
  - Lisa Schmidt Certifications: MTA Windows Operating Systems, Technology Literacy for Educators Certification, MTA: Database Fundamentals, MOS: Microsoft Office Word 2016 Expert, Microsoft Office Access 2016, and Windows® Operating System Fundamentals
  - Andrea Scharenberg: Completed two classes through Coursera from UC Davis California on Tableau in 2020 and received certifications.
  - Karen Waddell Certifications: Technology Literacy for Educators Certification, MOS: Microsoft Office Word 2016 Expert, MTA: Windows® Operating System Fundamentals, and MTA: Database Fundamentals
    1. Lisa, Karen and Beth – attended Cengage 2020 virtual conference re: certifications, Office 2019/365, etc.
    2. Andrea and Beth are serving on Textbook Affordability Taskforce
- b. Students who certified
  1. Microsoft Certifications – 31 awarded
  2. Certified Professional Coding Exam – 3 awarded
6. Department challenges (e.g., equipment updates, marketing, lab space, etc.)
  - a. Karen Wright, a full-time faculty member, retired in May 2020 - she is not being replaced.
  - b. Pathways have been created for the college. Additional sections of BA104 classes have been added because they are slated at certain days/times for their programs. We will need to look at adding adjuncts for times in which we have had difficulty staffing (7-10 pm).
7. Goals: 2020-2021 academic year
  - a. Increase enrollment by participating in the phone campaign.
  - b. Increase enrollment with new marketing materials/web content.
  - c. Increase enrollment and build community relationships/advisory board by visiting related businesses in Wichita/metro area and delivering new marketing materials.
  - d. Increase program enrollment with a goal of 5-7% increase for Fall 2020.

### **Marketing and Entrepreneurship**

#### 1. Department mission statement

The Marketing & Entrepreneurship Program seeks to:

- Prepare students for transfer to colleges and universities
- Prepare students for job placement in the fields of advertising, retail and wholesale management, sales, marketing management and as entrepreneurs

## STEM: Board of Trustees Report

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- Provide marketing and management experiences and training
- Provide instruction in personal interest areas

The department is compatible with the institution's mission by way of incorporating the Learning PACT across the curriculum and implementing strategies to align with the school's strategic goals and objectives. In addition, we contribute to the mission by preparing our students to be lifelong learners. Since new technologies emerge every day, we teach our students to transfer and adapt their knowledge to a variety of situations and environments that are constantly changing.

### 2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Business Administration			
Entrepreneurship/Mktg.	10244	11008	11121

### 3. List of FT faculty

Jared McGinley – Department Chair

Mr. McGinley has been teaching at Butler for 19 years, teaching courses such as marketing, entrepreneurship, and management. During this time, he has also served as the Adviser for Butler's chapter of Collegiate DECA, a business student organization with a goal of preparing emerging leaders and entrepreneurs. For the past 15 years, he also has served as the Chair of Butler's Accreditation Council of Business Schools and Programs (ACBSP) committee.

### 4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

Department Chair Jared McGinley was honored as the Butler Community College nominee for the John and Suanne Roueche Excellence Award for 2020. The award is presented by the League for Innovation in the Community College, and honor faculty for abilities in teaching, leadership, and innovation. Butler students and faculty nominate teaching staff for this award annually.

In the fall, the department completed and submitted our biennial Status Report to continue our good standing with our business accrediting body, the Accreditation Council of Business Schools and Programs. In the spring, we were notified that their Board met, reviewed it, and voted to "accept the report with no notes, conditions, or opportunities for improvement." This marks our 15<sup>th</sup> year as being ACBSP accredited.

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Department Chair Jared McGinley served on several area advisory boards, such as USD 259 Wichita's Marketing Advisory Board, and USD 385 Andover, and USD 205 Bluestem Business Programs' Advisory Boards.

The Intro to Marketing courses worked with area non-profit organizations to consult on marketing planning, creating and presenting marketing plans to their directors. The organizations worked with this year were the Family Life Center in El Dorado, the Kansas Oil Museum / Butler County Historical Society, and the Butler County Farm Bureau Association.

The ACBSP Committee sponsors the ACBSP Business Student Leadership Award, given annually. Marketing student Beth Walker was selected as the ACBSP Butler Business Student Leader of the Year this spring.

Butler Collegiate DECA students Mara Stewart and Beth Walker placed First at the Kansas State Collegiate DECA competition at Tabor College in February.

The Collegiate DECA student organization hosted area business leaders as guest speakers, helping to build relationships between Butler area employers.

### 5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)

No offense to Marketing Communications, who I think do a great job, but to my knowledge there has been no department specific advertising for a long time. I would be happy to contribute department funds towards advertising expenses to accomplish this.

Staffing challenges for newly created classes on Fall 2020 schedule as we offer more face-to-face options.

Uncertainty of COVID-19 impact on enrollment.

Possibility of fall face-to-face classes being moved online, semester shortened, etc. due to COVID-19.

Possible budget cuts due to fallout from COVID-19 and lower state revenue from taxes.

Entrepreneurship Certificate and Mktg, Mgmt, & Ent AAS moving to non-technical program status with regards to Carl Perkins funding.

### 6. Goals: 2020-2021 academic year

Continue the overall enrollment trend of increasing business class enrollments that we've seen over the last 3 years. From 2017 through 2019 overall course enrollment was up while the institution as a whole was down. This comes despite that in the fall of 2019 Sport

## STEM: Board of Trustees Report

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Management courses were transferred to another division. To accomplish this, a marketing plan has been created and will be implemented.

As part of the Business Administration program cluster, maintain an IMPROVE (program review) rating of 80 or better. (2019 was 81.)

Have all faculty fully trained on Canvas and Cengage's Mindtap platform to allow for greater agility to meet changing course delivery requirements for this fall and COVID-19's impact.

Continue being among Butler's departments with very low overhead expenses (facility needs, equipment, etc.)

Continue transitioning to lower cost textbooks for cost savings to students. For the fall, 5 of 9 courses will use Cengage Unlimited, which allows up to 6 textbooks for a single payment of \$119. 2 other courses use books costing under \$50. This aligns with Janice Akao's Accounting program classes as well.

Investigate adding a Personal Selling Certificate to the program.

Investigate providing additional third-party credentials, badges, etc.

### **Interactive Design and 3D**

1. Department mission statement – Provide our students with a quality education and tools to achieve their career goals and bolster their love of game and simulation design, digital imaging, and graphic design.

2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Information Technology	6543	5880	5574

3. List of FT faculty

- Darryl Runyan – Department Chair
- Jon Simpson
- Brian Foster

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
  - Darryl and Brian attended GDC Virtual Convention for Game Development and AR
  - Darryl attended the Adobe Max training week
  - Darryl and Brian will participate and host the ICT Game Jam Virtual Competition in late summer 2020. This is sponsored by the ID3D Department every year.
  - Two successful ID3D Capstone Presentations.

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5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)
  - Face to Face necessity in the difficult time.
  - Need new lab computers and updated hardware
6. Goals: 2020-2021 academic year
  - Revamp of the ID3D Degree to include new technology
  - Creation of a new Degree Path that is heavy in credentials and certifications
  - Revamp of the Digital Media Degree

### Information Technology:

1. Department mission statement

Our mission is to provide quality instruction mapped to industry standards to develop and promote qualified candidates in the cyber security industry.

2. Enrollment Comparison: Credit Hour Chart

Program	2017	2018	2019
Information Technology	6543	5880	5574

3. List of FT faculty

- Mike Bohrer
- Kevin Lann-Teubner
- Brett Eisenman
- Dr. Robert (Bob) Ray

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

Our department was awarded the designation of "Center of Academic Excellence" by the US Department of Homeland Security, National Security Agency and the National Centers of Academic Excellence in Cyber Defense Education. Kevin and Brett accepted the award on behalf of Butler Community College on November 20, 2019.

May 2019 Brett Eisenman received The Order of the Purple recognition, nominated by two students.

May 2019 Mike Bohrer received The Order of the Purple recognition.

Fall 2019 Kevin Lann-Teubner received his Master of Professional Studies, Information Assurance Management from Fort Hays State College.



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April 2020. Our department completed a 2+2 agreement with Wichita State University. During the discussions, a WSU instructor acknowledged that a student following this 2+2 agreement would be better prepared for industry employment than a student obtaining a four-year degree from WSU due to the third-party certifications we promote.

Spring 2020. Mike Bohrer received The Order of the Purple recognition.

Spring 2020. Brett Eisenman received The Order of the Purple recognition.

5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)

We continue to feel enrollment challenges due to the battle between class times, Early College Academy attendance and adult learners.

Marketing seems to be shallow, short sighted, reactive, and not targeting the correct audience for our programs.

We have a face to face hands on Capstone course lab set to roll out in January 2021. We still do not have adequate lab space allocated for students to set up their equipment and maintain it over a 16-week period without having to disassemble their equipment each week.

We constantly must change our courses to meet the evolving needs of the Networking/Cybersecurity trends in our industry. We must accommodate changes from vendors (Microsoft, VMWARE, CompTIA, ISC2, TestOut, etc.) as well as textbooks and other lab vendors.

6. Goals: 2020-2021 academic year

We must continue to change our courses to meet the evolving needs of the Networking/Cybersecurity trends in our industry. We must accommodate changes from vendors (Microsoft, VMWARE, CompTIA, ISC2, TestOut, etc.) as well as textbooks and other lab vendors.

Fully implement the capstone class involving a complete stack of equipment that students must assemble, connect, configure, and harden against cyber-attacks.

### **Engineering Technology:**

1. Department mission statement

The mission of the Engineering Technology Department is to assist students, educational partners, and industry partners in developing personal, professional, and technical skills used in the technical and engineering fields

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### 2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Engineering	756	977	1125

### 3. List of FT faculty

- Daniel Higdon

### 4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

Daniel- M.Ed.; OSHA Authorized Outreach Instructor; Nationally Recognized Workplace Ethics Trainer

Adjunct Instructors: Employed professionals with required hourly training in field.

### 5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)

The department has been functioning out of undefined space with significant portions of the program unable to be offered due to renovation projects within the 5000 building. Development of the combined Facilities/Engineering Tech Building should relieve this need. Revamping of the Engineering Academy has also affected this program significantly with student population significantly shifting. Related to this update, updating lab equipment over the next 5 years will also be sought. Marketing has not received major attention. Full-time faculty experience large overload, expansion of full-time faculty to meet hour load would allow chair to expand upon industry and marketing efforts.

### 6. Goals: 2020-2021 academic year

Move into new space, Initiate new Engineering Academy, Restart Standard Lab Classes, Finalize transition into current AAS pathway.

## **Culinary Arts/Hospitality Management:**

### 1. Department mission statement

Butler's Hospitality Management and Culinary Arts Programs are committed to preparing students for careers in Hotel, Restaurant, Tourism, Event Management and Commercial and Industrial Food Production.

### 2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Culinary Arts	1111	1028	1098
Hospitality Management	871	693	508

### 3. List of FT faculty

- Dept. Chair for Hospitality Management – Chef Alexis Michael

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- Dept. Chair for Culinary Arts – Exec. Chef John Michael

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

June 28-July 19	CHOMP (Culinary and Hospitality Organization for Making Professionals) hosted over 200 children from the City of Wichita's Summer of Discovery programs, making pizzas and other culinary activities
July 11	The Culinary Arts department led by Chef John Michael catered the Farm to Fork dinner for the Butler County Farm Bureau
July 15-17	Chef's John Michael and Alexis Michael went on a three-day tour of some of the nations most revered community college culinary arts programs and collected data to share with the board of advisors and the admin of BCC.
August 17	Chef's John Michael and Alexis Michael judged an Indian Food competition at India Fest in Andover.
September 10	Chef Alexis Michael took student to the Sysco Food Show
September 24	Chef John Michael presented at the Best Western regional general managers meeting on evolving trends in the hospitality industry
October 3	Culinary Arts Students assisted with the catering of the Big Soiree event that raises money for the Big Brother Big Sister program
October 5	CHOMP catered the Woofstock breakfast with 300 breakfast burritos and assorted accompaniments. Food production was overseen by Chef John Michael. Catering was done by the Catering class under Chef Alexis Michael with the assistance of Chef Chadwick Issom.
October 9	Chef Alexis Michael attended the STEM Career Expo in El Dorado to assist in recruitment for Hospitality and Culinary Arts
November 4	Hospitality and Culinary Arts faculty and students attended the first Wichita Area Farm to Table Summit at the Ambassador Hotel
November 6-8	Chef John Michael attended the Culinary Institute of America's World's of Flavor Conference in Napa, CA
November 22	Chef's John Michael and Alexis Michael attended the Future of Food Summit in Kansas City, MO



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|----------------|--|
| December 6     | Chef's John Michael and Alexis Michael catered Dr. Krull's Christmas party a foundation auction lot item   |
| January 6-10   | Chef's John Michael and Alexis Michael instructed the first class for Cargill Food Scientist consisting of 40 culinary arts lab hours to help the scientist attain their Food Scientist certification  |
| February 26-28 | Chef John Michael attended The Texas School for the Blind and Visually Impaired conference, Texas Focus. To gain a better understanding of meeting the needs of blind and visually impaired students   |
| March 6        | Culinary and hospitality students catered the hors d'oeuvres component of the BCC Foundation Auction, food production was overseen by Chef John Michael with the onsite direction of catering being overseen by Chef Alexis Michael with assistance of Chef Chadwick Issom. The Hospitality and Culinary departments also put up two auction lots, which raised over \$10,000 for the BCC Foundation |
| March 11       | The Hospitality and Culinary Arts departments coordinated it's strongest showing at the Kansas ProStart Competition with a dozen members of faculty, adjunct faculty, alumni and admission staff assisting with judging and promoting the BCC Hospitality and Culinary Arts departments  |
| March 11-14    | With the cancellation of the Center for the Advancement of Foodservice Education conference in New Orleans Chef Alexis Michael and Chef John Michael conducted a tour of culinary schools and other institutions of the New Orleans food landscape.  |
| March-May      | Transitioned the departments to online class delivery  |
5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)
- Understaffed
  - Janitorial
  - Purchasing
  - Inventory management
  - Maintenance
  - Administrative
  - Augusta Academy
  - Coordination with parks and rec
  - Security concerns
  - Events
  - Transition to online teaching

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- Nationwide regression in Culinary Arts education
6. Goals: 2020-2021 academic year
- To maintain the standard of excellence in content delivery for which we have become known.
  - To retain our current student body and work to promote our programs and maintain current enrollment numbers.
  - To serve within our community and to continue to develop partnerships that are synergistically productive for all involved.

### Welding Technology:

1. Department mission statement:  
Provide industry recognized Welding education and credentials which supports students career and higher education goals, supply a skilled workforce, and contribute to the economic vitality of our communities.
2. Enrollment Comparison; Credit Hour Chart
- | Program            | 2017 | 2018 | 2019 |
|--------------------|------|------|------|
| Welding Technology | 851  | 545  | 579  |
3. List of FT faculty
- Matthew Galbraith
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)  
B.S. Degree Kansas State University, AWS Certified Welding Inspector, AWS Certified Welding Instructor, OSHA Certified Instructor
5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)  
Periodic equipment upgrades is always a challenge. The CNC plasma table is currently inoperable, and old enough (15 years + ) to not justify the expense of fixing it. We are currently looking at purchasing a new CNC plasma table.  
Marketing our programs has always been a challenge, as we are constantly hearing from area High Schools and other stakeholders, that they were not even aware that our programs existed. We have to a better job of letting our stakeholders know what we have to offer.
6. Goals: 2020-2021 academic year
- Continue to provide the best possible welding instruction and industry credentials available, while keeping up with current industry trends and standards.
  - Replace our CNC plasma table to a new, and dependable machine that represents current industry technology and standards.

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### Biology

Co-Leads: Susan Forrest (BOE and RH, Anatomy and Physiology, Microbiology) and Lindsey Fields (BOA, and other sites, General Biology, Majors Biology, and Environmental Sciences) Full-Time Faculty: 13 full-time faculty (1 retired, so currently 12); Adjunct Faculty: 6-8 (Varies)

#### 1. Mission Statement:

The Butler Community College Biology Department educates and prepares students in the biological sciences for careers in the health-related and biotechnology professions, for transfer to the next level of biological training and provides courses with lab-experiences for general education requirements.

Program	2017	2018	2019
Biological Science	10995	10854	10261

#### Key Unit Processes:

- Effectively deliver biological courses through multiple locations and delivery systems
- Provide learning experiences and assess student outcomes
- Work with KBOR and other institutions for smooth transfer in continuing programs.
- 2+2 Program with Wichita State University – Biomedical Engineering pathway
- Support several pathways in the Early College Academies at Rose Hill (teaching General Biology, Anatomy and Physiology, Microbiology, and Pathophysiology.)
- Adding Pre-Medicine Track in Fall 2020 in the Early College Academies at Rose Hill Campus
- Partnership with BEST program and Butler County Conservation District – Walnut River Water Festival

#### 2. Goals for 2020 and beyond:

- Add and Expand Majors Biology course offerings to support several Biology related pathways including the Early College Academies Pre-Medicine pathway.
- Continue to Develop and Offer the General Biology Class online.
- Develop or identify Open Educational Resources for Environmental Issues
- Identify Biotechnology Course needs for Workforce Development in the Greater Butler County area.
- Establish the BCC BioClub as a recognized student organization and develop student leadership for this program.
- Continue to develop the informal lab assistant training program for Microbiology and General Biology Lab assistants.

#### 3. Faculty

All of the biology faculty stepped up to the plate during the COVID – 19 closure of campus during the spring. Mark Jarvis reported that several instructors from the Biology Department were in the top 10 of Zoom use, meaning that the faculty were using Zoom for lecture, responding to student needs, hosting review sessions, and being available online for office hours.

### **Bob Broyles**

Continues to revise and edit his Anatomy and Physiology Revealed Workbook for McGraw-Hill. Bob teaches Anatomy and Physiology. He teaches on the Andover Campus.

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### **Jordnn Cogan**

Jordnn is developing the online version of General Biology which is being piloted this summer and will be implemented this fall. After opening this course this summer, a second section was required to meet the demand.

Jordnn teaches Anatomy and Physiology 1 and 2, Majors Biology, General Biology and Microbiology. She teaches in El Dorado and the Early College Academies in Rose Hill.

### **Melissa Elliott**

Melissa has been working with nursing and biology faculty to update the Pathophysiology Online Curriculum.

Melissa continues to work with about 50 students yearly in an informal TEAS test prep course.

Melissa coordinated a field trip for about 45 Anatomy and Physiology students from the Health Science Academy to the Museum of Osteology in Oklahoma City.

In response to the Summer 2020 campus closure and "Remote Learning" requirement, Melissa collaborated with Susan to develop online versions of normally face to face labs. She also filmed 8 lab demonstrations and edited the video for students to view the procedures for the online class. Melissa, Kathy Gifford and Susan Forrest packaged 66 kits for summer microbiology classes to use for their "at home" labs.

Melissa teaches Anatomy and Physiology 1 and 2, Microbiology, Pathophysiology, and Engaging in Science, Engineering, and Math. She teaches primarily at the Early College Academies in Rose Hill.

### **Kerry Fahnestock**

Kerry was on Sabbatical during fall 2019 working on a project related to using Cerego as a tool for students to learn Biology and Anatomy and Physiology more efficiently and effectively at a lower cost to the student. She is continuing to work on these resources and the related research. Kerry teaches General Biology, Anatomy and Physiology 1 & 2, and Environmental Issues. She teaches at the McConnell, Andover, and online campuses.

### **Lindsey Fields**

Lindsey is serving her final year as the Director at Large on the Board of Directors for the National Association of Biology Teachers (NABT). She has been nominated for the Region IV Coordinator with NABT, elections are in November 2020. At the 2019 NABT annual meeting she presented a poster on her research and is wrapping up her participation in CC BioINSITES.

Lindsey packed up her office and biology lab (with the help of Susan and Apryl) to move to the 5000 building. Renovations will be complete this summer.

She continues to serve on the advisory board for the Biomedical Engineering undergraduate degree at WSU. Her input was the starting voice that got the 2+2 agreement to happen with the Pre-Engineering AS and Engineering BS at WSU. At the spring meeting Dr. Jorgensen (WSU)



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was happy to report to the entire board that the arrangement had been accomplished and they were excited to get Butler students.

Lindsey co-wrote an editorial that was published in the Journal of College Science Teaching Oct. 2019 issue with April Nenortas.

Lindsey serves as the Director at Large on the Board of Directors for the National Association of Biology Teachers (NABT). She was re-elected for her second term this year. April was nominated for the Two-Year College Outstanding Biology Teacher through NABT.

One of Lindsey's students did a research project based on a paper published in mBio (published by ASM). He used our micro lab to repeat the study and test new variables. Lindsey is his supervising faculty member. He worked under April's direction in lab. His work is quite well done and we're encouraging him to submit for a poster session at a conference that accepts student work.

Biotechnology students have already gained employment at Pfizer and Fagron Sterile Services.

Lindsey teaches Majors Biology 1 & 2, Anatomy and Physiology 1 & 2, General Biology, Environmental Issues, and Engaging in Science Engineering and Math. She teaches primarily in Andover, but also has classes in El Dorado.

### **Susan Forrest**

Susan participated in the Society for the Advancement of Biological Education Research, in Minneapolis, MN in July 2019. Susan is continuing to gather data on research to increase pre-lecture textbook reading using short 5-question assignments.

Susan joined the Association of Biology Teachers in hopes to begin a BioClub chapter with Lindsey Fields. Three on-campus meetings were held (2 in the fall and 2 in the spring). The second meeting in October was a Panel Discussion with practicing and former doctors as well as faculty who had been accepted to medical school to help students understand the process of getting into Medical School. Dr. Christina Tippy, Dr. Jeffery Meyer, and Melissa Elliott were the guest speakers. This was posted in a Canvas shell created for the Butler CC BioClub. Students were invited to join the Canvas "class" to view recordings and updates on application processes. In the spring, we had a Book Club meeting to review the book "Lab Girl" by Hope Jehran. In a third meeting, we focused on Pharmacy School with Former students who are currently attending KU Pharmacy in Wichita – Francis Kitaka and Kimberlihn Kim. This was recorded on Zoom and also posted to our Canvas "class".

Susan also attended a Pre-Med conference with 5 Butler students (members of the BCC BioClub) at K-State. Susan also attended Pre-Med Advisors Conference at KU Medical Center in Kansas City and a Pharmacy Conference at KU Pharmacy in Wichita.

Susan continues to mentor high school students from Victory Christian Academy in El Dorado. Seven of these students were selected to the Kansas State Science and Engineering Fair. Unfortunately, due to COVID-19, the State Science Fair was cancelled.

Susan participated in the El Dorado High School Career fair in Fall 2020 and Grizzly Senior Days.

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Susan and Melissa collaborated on revising labs for the summer 2020 "Remote Learning" microbiology classes. They developed, packaged, and distributed 66 kits to be used with students during their "at home" labs.

Susan teaches Majors Biology 1 and Microbiology. She teaches in El Dorado and for the Early College Academies in Rose Hill.

### **Katherine Gifford**

Katherine attended the Leadership, Honors in Action, and Regional Conferences for Phi Theta Kappa as well as Catalyst. She earned the distinction of Five Star Advisor.

Katherine also helped with the Water Festival and Senior Days in the Fall.

She also continued to work on the Department assessment, collecting data about the A & P Department Final Exam and Major Summative Assessments.

Katherine assisted Melissa and Susan Forrest in packaging and distributing 66 kits to the microbiology students for summer microbiology.

Katherine teaches Anatomy and Physiology 1 & 2. She teaches in El Dorado and Andover.

### **Michael Heffron**

Michael continues to serve in a leadership role with the Kansas Wildflower and Weeds Society. He regularly teaches a Wildflower and Weeds class that tours locale sites to learn about the flora in the Butler County/Flint Hills area. He also began teaching Self Defense (including teaching this class online during our "remote learning" time after Spring break.)

Michael teaches Anatomy and Physiology, Wildflowers and Weeds, and Self Defense. He primarily teaches in El Dorado, but meets students in Andover for the Wildflower and Weeds (which travels throughout Butler County and surrounding areas).

### **Tonya Kerschner**

Tonya organized the 2019 Walnut River Water Festival with the help of the BEST Program faculty, Best Program students, the Butler County Water Conservation District (Sandy Koontz), and numerous community partners. Apryl Nenortas, Susan Forrest, Katherine Gifford, and Jeromy Green also helped facilitate this even along with numerous General Biology, Microbiology, and Majors Biology Students.

**Tonya retired from Butler after 40 years of teaching at Butler Community College. Her expertise and love of teaching will be greatly missed. She started her teaching career with chalk and ended on Zoom.**

Tonya taught General Biology and Environmental Issues. She primarily taught in El Dorado and Andover.

### **Dr. Jeffery Meyer**

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Jeff has been working with nursing and biology faculty to update the Pathophysiology Online Curriculum. Jeff was nominated for several Student Life awards for teaching. Jeff teaches Anatomy and Physiology (one semester class), Anatomy and Physiology 1 and 2, and Pathophysiology. He teaches in El Dorado.

### **Apryl Nenortas**

Apryl continued to serve as a Lead Microbiology Lab Coordinator. Apryl continued to train and develop new educational materials for the Lab Assistants and did an outstanding job running the microbiology lab. Her contribution during the COVID – 19 closures included submitting a SWOT report for the Biology Department every other week and helping faculty get trained to go online during the campus closure. She also helped to develop the "Remote Learning" response for Microbiology and Biology labs for the summer 2020.

Apryl has been coordinating with the nursing and biology faculty (Melissa Elliott and Jeffrey Meyer) to update the Pathophysiology Online Curriculum and is in charge of maintaining the Online Pathophysiology Master Course.

Apryl is a member of the National Science Teachers Association and is an editor for their Journal of College Science Teaching.

She is a member of SABER (Society for the Advancement of Biological Education Research). Apryl attended the SABER national conference in Minneapolis, MN in July 2019.

Apryl took on a greater leadership role in the BIO-Insites group this past year when one of the Primary Investigators was on Maternity Leave.

Apryl is also a member of National Association of Biology Teachers (NABT) and was nominated as a Two Year College Outstanding Biology Teacher for 2019. Apryl collaborated with Lindsey Fields in writing an Article for College Science Teaching journal. As a nominee for the Two Year College Outstanding Biology Teacher she attended the National NABT convention in November 2019 in Chicago.

Apryl teaches Microbiology, Pathophysiology, and General Biology. She primarily teaches in El Dorado but has also taught on the McConnell campus.

### **Martha Sager**

- Member of faculty development team
- Presented at Fall and Spring Butler PDD (Same presentation...I was asked to do it again)
- Member of Rose Hill Early College Academy Advisory Council
- Interviewed for article in the Butler student magazine the Grizzly on recycling (and mentions the fact that Butler stopped its program).

Martha teaches General Biology. She primarily teaches at the Andover campus, but has also taught for the Early College Academies in Rose Hill.

### **Kristy Ziemann**



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Kristy has been collaborating on research with the University of Michigan on an international survey project. The main objective was to learn about urinary and bowel complaints among women with MRKH. They are currently finishing our results focusing on the genitourinary symptoms among women with MRKH and are set to publish this Summer.

Kristy has also been collaborating with Children's Mercy Hospital in Kansas City to host a medical conference for MRKH patients.

Lastly, Kristy has been involved as an Instructional Assistant for NASA's Community College Aerospace Scholars (NCAS) program which specifically selects only from community college students across the country for acceptance.

Kristy Teaches Anatomy and Physiology 1 & 2, Microbiology, Cadaver Dissection, Engaging in Health Science, and Engaging in Science Engineering and Math. Kristy teaches primarily at the El Dorado campus but also teaches for the Early College Academies in Rose Hill.

#### 4. Department Highlights:

- Water Festival 2019 – hosting hundreds of kids from all over Butler County (Grades 4-5) on campus and involving the BEST program students. Collaborated with Butler County Water Conservation District and many other presenters related to Water Conservation.
- Using the Rubrics in Canvas for the Major Summative Assessments for the first time.
- Teaching on Zoom in Spring 2020 – Many faculty were in the top 10 Zoom use which shows that the department was using Zoom for lecture, office hours, and review sessions.
- Remote Learning Mentors – Many faculty stepped up to mentor other faculty during the COVID-19 closure. Apryl Nenortas, Lindsey Fields, Kristy Zieman, Susan Forrest. Many faculty shared materials in the department groups in Canvas – Apryl Nenortas, Kristy Zieman, Bob Broyles, Katherine Gifford, and Susan Forrest.
- Developing New (fully) Online Biology Course – Jordnn Cogan
- Developing "Remote Learning" Microbiology Labs – Melissa Elliott and Susan Forrest
- BCC BioClub was established (is still in development) – Susan Forrest, Lindsey Fields and contributing faculty – Melissa Elliott, Jeffery Meyer (and Robert Carlson)
- Research – both scientific and educational research is being done by several faculty (Lindsey Fields, Kristy Zieman, Kerry Fahnestock, and Apryl Nenortas.)
- Poster Presentations at National NABT convention – Lindsey Fields
- Professional Conferences and Conventions:
  - NABT National Convention – Lindsey Fields and Apryl Nenortas
  - SABER National Convention – Apryl Nenortas and Susan Forrest
  - Phi Theta Kappa Regional Conferences (Honors in Action and Leadership) – Katherine Gifford
  - Phi Theta Kappa Catalyst (national convention)- Susan Forrest
  - Advisors training for Pre-Med Advisors at KU Medical Center, Kansas City, MO - Susan Forrest
  - Pharmacy conference at KU Medical Center – Wichita – Susan Forrest
  - Pre-Med Conference with 5 BCC BioCub students – Manhattan, KS – Susan Forrest
  - MRKH Conferences – Kristy Zieman
- Journal Article Submissions –
  - Apryl Nenortas and Lindsey Fields – NABT Journal of College Science Teaching



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- NASA Community College Aerospace Scholars – Kristy Zieman served as an Instructional Assistant

### Chemistry

#### 1. Mission statement

- Chemistry touches on all fields of scientific inquiry. This major relies heavily on critical thinking and experimentation – both of which you use at Butler. By working one-on-one with chemistry instructors in the laboratory, you gain hands-on experience, individualized attention and collaborate with fellow students. Along with smaller class sizes, you gain individualized help outside of the classroom from chemistry tutors, which is another reason why chemistry students succeed at Butler.
- In this high-powered program, you learn to calculate like a chemist. You experiment with challenging solvents, learn the composition and structure of matter and how matter transforms. Butler offers you the chance to excel, save money and then transfer to a four-year college.

#### 7. Enrollment Comparison

Program	2017	2018	2019
Chemistry	5316	5475	5998

#### 8. List of FT faculty:

- Dani Anthony
- Robert Carlson
- Dr. Kim Karr
- Dr. Mark Diskin
- Jacob Schesser
- Patrick Emery
- Dr. Tao Wu

#### 9. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

- Increased enrollment numbers for the Andover CH110 and 115 course sections.
- Rose Hill Lab Space finished
- CH110-Blended class finalized and quality assured.
- Robert Carlson-Master Teacher of the Year
- Dani Anthony-Student Life Awards: Most Outstanding Instructor
- Kim Karr, Robert Carlson, Tao Wu, Patrick Emery and Mark Diskin nominated for student life awards most outstanding instructor.

#### 10. Department challenges (e.g., equipment updates, marketing, lab space, etc.)

- Too many different sections (CH106, 110 & 115) running through the same lab room. Need a designated lab room for each section.
- Moving labs to the online environment

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- Determining which labs can be done at home and creating demonstration videos.
- Making lab kits for CH110 and 115

11. Goals: 2020-2021 academic year

- a. Reducing student attrition and to try to build the Chemistry department reputation here as quality but affordable, especially in the Wichita area.

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### Mathematics

#### 1. Department mission statement

The mathematics department exists to serve the needs of the following students and stakeholders:

- Students requiring remediation or skill upgrade
- Degree seeking students fulfilling their general education requirements
- Transfer students taking higher level math courses
- Departments with courses that require math prerequisites

#### 2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Mathematics	26098	21885	20873

#### 3. List of FT faculty

Adam Anthony

- Adam teaches algebra, calculus, trigonometry and statistics. He has served on hiring and textbook committees and presents at Faculty Development events. He contributes semiannually in the NASA Community College Aerospace Scholars (NCAS) program.

Cindy Bond

- Cindy is a co-lead instructor for Developmental Math. She is also a software administrator for our algebra courses. She is working on the algebra redesign committee in the Math Department. She is heavily involved with technology in her teaching.

Dr. Ben Bunck

- This year, Ben took over in the lead instructor position formerly occupied by Larry Friesen. Ben primarily teaches college algebra and calculus. As lead instructor, Ben assists faculty in the development of department policies and training, serves as a liaison between the Butler Math department and other departments on campus, organizes several full-time and all-faculty department meetings each year, and works with other leads and administration to identify and address instructional needs. He is also on the department web page committee and is proficient with technology.

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### Dr. Bethany Chandler

- Bethany is a co-lead instructor for Developmental Math. She is a software administrator for Hawkes software. She is serving on two state committees: The Developmental Education Task Force through KBOR, and The Kansas Mathematics Alignment for Student Success Task Force. At Butler, Bethany serves on the tutoring hiring and evaluating committee, the Accessibility Task Force, and the Online Ed Tech Advisory Committee.

### Melody Choate

- Melody specializes in teaching algebra module courses online. She is on the Math Redesign Team that coordinates content and assessments for Algebra and Developmental Math courses at Butler. Melody also serves on textbook committees and the copyright committee.

### Sandy Derry

- Sandy teaches algebra, trigonometry, calculus, and statistics and is involved with teaching online. She uses technology heavily in her teaching and is a resource for integrating with Canvas. Sandy recently headed the textbook selection committee for Applied Statistics and has worked to develop the course for online deployment.

### Caroline El Chaar

- Caroline teaches college algebra, calculus, pre-calculus and trigonometry. She hopes to add differential equations and some online teaching to her repertoire soon. Caroline initiated and co-organizes the annual STEM gathering, as well as has served on textbook and interview committees.

### Bonnie Ernst

- Bonnie has decided to focus her teaching on College Algebra and below in the effort to help the department's math redesign to be as successful as possible. She has been an integral member of the Math Redesign Committee, attending nearly every meeting over the past several years, and is the primary author of "Instructor Created" module exam questions for all twelve Module Exams, as well as for the My Math Plan Assessments 1, 2, 3. She has been responsible for creating the exams and study guides using Hawkes software. She was deeply involved in adapting our existing MA 051-129 materials to the new Hawkes textbook, Preparation for College Algebra, and plans to be equally involved in adapting our existing college algebra material to the new Hawkes college algebra textbook (to be implemented Fall 2021). Additionally, Bonnie has served on a departmental hiring committee and on the department's pathways assessment

## STEM: Board of Trustees Report

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committee. She has volunteered numerous hours each week in the Andover Math Lab.

Adnan Fahs

- Adnan teaches algebra, calculus, statics, and differential equations using technology in his classes.

Bruce Fiscus

- Bruce teaches algebra, trigonometry, statistics and calculus at multiple sites. He served on the textbook committee for the new trigonometry book.

Kamielle Freeman

- Kamielle teaches algebra, trigonometry, and calculus. She chaired the textbook committee for calculus with applications, has served on the college algebra final exam committee, and is involved with preparing and teaching online courses. Kamielle is also part of the Mutual Gains Bargaining team which tries to find collaborative ways to craft a contract that is mutually beneficial to our common goal.

Larry Friesen

- Larry has moved over to take the lead position for the STEM Division's Pre-engineering program. He teaches calculus, differential equations and statics, as well as other engineering classes. Larry has been working on transfer 2+2 programs with WSU

Susan Gegner

- Susan teaches primarily statistics. She has served on various textbook committees and has worked on department data analysis.

Marj Hunter

- Marj teaches algebra and statistics. She is a lead math instructor in charge of coordinating the collection of module/final exams for MA 135 and below. She is also in charge of compiling the MSAT data and reporting results for the college algebra modules and three hour course. Marj is still utilizing her iPad as a teaching medium in her classes. She has created videos for the college algebra modules that can be accessed via Canvas and Microsoft Stream.

Kamal Hussain

- Kamal teaches algebra, calculus and statistics. He is on the department data analysis team.

## STEM: Board of Trustees Report

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Ruth Meyer

- Ruth teaches calculus and statistics and has developed MA140, Trigonometry, and has developed the MA220 online statistics course and enrollments in this online course continue to grow. She is on the department web page committee.

Dr. Susan Pfeifer

- Susan teaches calculus, trigonometry, pre-calculus and statistics. She is a member of the IProf/IPad initiative and is finishing a term on the Ethics Review Board. She is on the Great Grizzly Deeds committee. She is also on the department web page committee.

Robert Zavala

- Robert teaches algebra, trigonometry and business calculus. He is on the Inclusion Council, textbook committees, and Co-Advisor for the HALO organization on campus. He is also actively participating in the AVID for Higher Education Initiative.

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

- This past year, Kelly Brown joined the STEM Division as Math Program Coordinator. In this position, Kelly coordinates faculty training and resources needed for the Math Department's twelve 1 credit-hour "Module" courses and two 3 credit-hour Algebra courses, and assists Student Services with issues related to enrollment and placement of students in those courses. Kelly also oversees staffing at our two Math Labs, located at the Andover and El Dorado campuses.
- Mark McNemee joined the college as a professional tutor at the Math Lab at Butler's Andover campus. Mark works closely with Math Program Coordinator Kelly Brown, as well as with Betty Taylor, who serves as a professional tutor at the Math Lab on the El Dorado campus. Students taking all levels of mathematics coursework at Butler utilize the Math Lab for assistance outside of the classroom. In addition to the two professional tutors, many full-time and adjunct faculty work or volunteer hours in the Math Labs.
- Faculty member Bethany Chandler completed her EdD in Developmental Education Administration from Sam Houston State University this past Fall. Dr. Chandler is a Lead Instructor in the Mathematics Department, and was instrumental in the module re-design of the developmental math and college algebra courses at Butler.
- Faculty members and co-leads Bethany Chandler and Cindy Bond have been sharing the Butler Math Module Redesign with faculty from various states via webinars and conferences, including presenting "Math the Butler Way" at the Innovative Educators Conference in South Carolina.



## STEM: Board of Trustees Report

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- Math faculty are working with the scholarship committees to identify promising students deserving of support.
- Full-time faculty provide support to adjuncts such as materials for the common finals and technical support. We also have adjunct faculty working with full-time faculty on some committees such as textbook selection.
- Departmental leaders continue to work on keeping Algebra curriculum updated within software-based learning environments and by collaborating with IS, working with book publishers, and supporting adjunct faculty with a knowledge base a policy manual. Cindy Bond, Bethany Chandler, Marj Hunter, and many other full-time and adjunct faculty are heavily involved.
- Online coursework continues to be a large area of instruction. Department faculty such as Ruth Meyer, Marj Hunter, Kamielle Freeman, Bethany Chandler, Sandy Derry, and others have worked to develop online or blended courses which offer flexible scheduling to meet student needs.
- Department faculty (both full-time and adjunct) are involved with tutoring at various sites. Many full-time and adjunct faculty volunteer as tutors for one or more hours a week in the Math Lab.
- Math Department faculty Adam Anthony, Cindy Bond, Reina El Nabbout, Susan Gegner, and Robert Zavala participated in Butler's 2019 Summer Jam event. Summer Jam is a week-long event organized by Butler's office of Faculty Development. Participating faculty work with others across the college to train on instructional strategies and tools.
- Math Department faculty Karen Aburto, Cindy Bond, Ben Bunck, Sandy Derry, Caroline El-Chaar, Bruce Fiscus, Deanna Korkki, Ruth Meyer, Andrea Scharenberg, and Betty Taylor were nominated for the 2019 John and Suanne Roueche Excellence Award. Nominations are made by Butler students and faculty, and are based on accomplishments in teaching, leadership and innovation. One adjunct and one full time faculty member each year are selected to receive the award, who are recognized at an annual conference held by the League for Innovation in the Community College.
- Due to the COVID-19 crisis that affected Butler face-to-face classes in the Spring of 2020, faculty worked diligently to convert their courses to an online-only environment in a short timeframe. Faculty met this challenge through a variety of measures such:
  - Bringing class content online using techniques such holding "virtual" class meetings in Zoom, developing lecture videos students could watch asynchronously, and meeting with students virtually to provide office hours and tutoring.
  - Converting assessments such as homework and exams to web-based formats that could be accessed online.
  - Providing alternate exams and policies to accommodate at-home testing for 1-hour module and 3-hour algebra courses.

## STEM: Board of Trustees Report

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- Sharing resources amongst one-another, providing training to fellow faculty on technology, and working with administration and various college departments to find resources for faculty to work at home.
- 5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)
  - In the Fall of 2017, the Butler Math Department implemented twelve 1-credit hour “module” courses as part of its developmental and algebra redesign initiative. These module courses are typically taught in 5-week sessions. While teaching these courses has proven beneficial to many students, increasing success rates and shortening the time needed to complete developmental and algebra coursework, they require a coordinated effort between faculty, administration, and student services. Challenges have included:
    - Having enough laptop carts (COWs) available to provide the technology needed to accommodate computer-based homework and testing in class.
    - Coordinating department policies and procedures to faculty to provide a standardized curriculum, one that adequately prepares students for the next module.
    - Giving students ample opportunities to seek tutoring so they don’t fall behind in coursework, given the short duration of module courses.
    - Completing end-of-session grade calculations quickly, and communicating those results with student services and students, to assist in making any necessary schedule changes between successive 5-week sessions.
  - This past year, the college has worked to implement a new Pathway-based course schedule, which it will begin in Fall 2020. The purpose of this revised schedule is to plan class times cohesively across departments, so students can find a workable schedule for all courses within their major, regardless of which department teaches each course. Because the Mathematics coursework is part of nearly every pathway at the college, it has proven challenging to find times and classroom space to offer courses that are both convenient for students and which can be adequately staffed by current Math Department faculty.
  - Part of the success of the Math redesign initiative has been the availability of tutoring at our two Math Labs (at the El Dorado and Andover campuses). Since these labs were opened in the Fall of 2017, the number of students who have sought assistance there has grown, including an increasing number of students taking coursework beyond College Algebra. Because these labs are each currently staffed by two part-time professional tutors, the hours of the lab are somewhat limited. Often, the labs must rely on faculty volunteers to assist during peak hours.
  - The cost of college course materials continues to be a financial burden to students. While low-cost and OER materials exist for many mathematics courses, they often require substantial work on the faculty side to make them suitable to widespread use, such as the development of companion videos, online homework, and various faculty resources (such as homework sets, answer keys, and test bank problems). Incentivizing faculty to develop (and perhaps



## STEM: Board of Trustees Report

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more importantly, maintain) such resources requires a financial commitment on behalf of the college.

6. Goals: 2020-2021 academic year

- A major project will be to move to a new Hawkes textbook for our College Algebra 3-hour course and 1-hour College Algebra modules. Because all instructors use the same homework and exams, this will require a coordinated effort among many full-time and adjunct faculty to select the new Hawkes homework (Practice and Certify problems) and create new study guides and exams, which continue to meet the curriculum requirements.
- Several faculty in the department are investigating low-cost options, such as OER course materials and "Inclusive Access" programs, which may provide substantial cost savings to students.
- With the creation of new pathway-based scheduling, faculty will be working with administration to find class times that are convenient to students and can be adequately staffed by faculty.

### **Physics/Physical Science:**

1. Department mission statement: Our goal as a physics department at Butler, is to make sure students experience how physics concepts are applied to real world applications from both a theoretical and experimental approach. They will get hands-on experience working in a small class setting with faculty dedicated to teaching. All physics courses will transfer to a four-year physics or engineering program. The physics department currently supports multiple pathways and degree programs at the college and will continue to do so. We are willing to collaborate with any department and help support the college anyway we can.

2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Physics	4636	4660	4480

3. FT faculty:

- Danny Mattern
- Jon Penley
- Jaromy Green

4. Department/faculty highlights and accomplishments:

Danny Mattern completed a year of astronomy research with NITARP (NASA and Caltech). He presented his groups research at the annual American Astronomical Society meeting in January 2020. They discovered 188 new young stellar objects in the Lagoon nebula. He also continues to teach a course for NASA as part of the NASA

## STEM: Board of Trustees Report

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Community College Aerospace Program (NCAS). Currently, over 20 Butler students take this free course and earn an all-expenses paid trip to a NASA center for a week long STEM workshop. Jon Penley has been successful at finding a quality Geology text for students at a much cheaper price. He also continues to serve the college as a member of the Faculty Development Team. Jaromy Green has organized telescope viewing nights at McConnell Air force base for his students and their families.

5. Department challenges: Opening a new Physics lab in Andover will be a challenge (but a very rewarding one!) Losing a lab room in El dorado (15221) is going to be very difficult to manage our lab classes. The new scheduling has been a challenge with many new additional sections that we cannot fill with just three full time faculty members. We are looking forward to overcoming this challenges to continue the growth of the physics/physical science courses at Butler!
6. Goals: 2020-2021 academic year: It will be the first academic year that Physics courses are being offered in Andover. This is an excellent opportunity to help expand our program. While expanding in the new facility in Andover we hope to continue the tradition of excellence in our Physics classes in El dorado and McConnell. Offering Physics on more than one campus will provide the flexibility for our students in order to see that our program continues to grow.

### **Pre-Engineering, Computer Science**

1. Department mission statement

The mission of the Department of Engineering is to provide an education that builds within students a solid foundation in engineering principles, expands the reasoning, communication and problem solving abilities of students, and prepares graduates who have the motivation and ability for lifelong growth in their professional careers.

2. Enrollment Comparison; Credit Hour Chart

Program	2017	2018	2019
Engineering	756	977	1125

3. List of FT faculty

- Larry Friesen - PreEngineering
- Daniel Higdon - Engineering Technology

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

## STEM: Board of Trustees Report

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Signed new 2+2 agreements in Aeronautical Engineering and Computer Science and updated 2+2 agreements in several other Engineering disciplines with WSU

5. Department challenges (e.g., equipment updates, marketing, lab space, etc.)

Online classes are creating numerous challenges for faculty and students.

6. Goals: 2020-2021 academic year

Update courses to be more adaptable to online learning and to improve student retention.

**END**

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

### **TOPIC for DISCUSSION Culinary Arts and Hospitality Management**

#### **REPORT:**

Butler's Culinary Arts and Hospitality Management programs are well-established and signature programs of excellence that have been in existence for more than 10 years. The programs give great visibility to Butler, have strong and well established Kansas Hotel and Restaurant Association (KHRA) support along with individual KHRA member support. The program and students are highly sought after for both public and private events and as employees in the industry.

In 2015, conversations began between the WSU School of Business Dean, Butler VPA, Advisory committee members, and Butler administrators about developing stronger articulation agreements between Butler's Culinary Arts and Hospitality Management programs and the WSU Business and Entrepreneurship Schools.

As conversations about stronger partnership had been initiated, early in 2018, the KHRA publicly stated in a letter to the Kansas Board of Regents and Dr. Bardo, then WSU President, that they wanted to support a partnered program of excellence between WSU and Butler. This was the beginning of a true concept of a center of excellence for Culinary Arts and Hospitality Management for southcentral Kansas.

During spring 2018, Butler was approached by a group of private investors who were interested in purchasing the Topeka Fire House in Wichita and redeveloping it into center to house Butler's Culinary Arts and Hospitality Management programs. Since 2011, Butler has leased space from the City of Wichita at the Boston Rec Center for the programs. Over time, the program has outgrown this space due to the success and enrollment of the programs. The private investors had been willing to commit the needed funding to relocate and support Butler's programs into renovated space in the downtown Wichita area that was experiencing a re-emergence of growth and revitalization. WSU stopped this potential relocation almost immediately but conversations have continued on a future partnered program. Throughout fall 2018, meetings continued with WSU Tech and WSU about a partnered program and those discussions continue to today.

With the revitalization of downtown Wichita, much of it through private investments and donors, an opportunity arose early in 2019 for the partnered programs to potentially co-locate in the downtown Henry Building which in being completely renovated by a private investor. The building is across the street from the future Osteopathic School of Medicine. With the potential partnered program, Butler would continue to offer Culinary Arts certificates and degrees and WSU Tech would offer certificates in Hotel Management and Event Planning which would also incorporate some of the courses currently offered through the Hospitality Management program. The goal would be the establishment of a Midwest Culinary Arts and Hospitality Management Institute.

WSU Tech's Hotel Management and Event Planning certificates and degree program were recently approved by KBOR which generated media coverage about duplication of Butler's existing programs. As with all new degree programs, KBOR processes include an opportunity for other institutions to offer comment so Butler submitted information related to the impact of COVID-19 on the hotel and restaurant industry specifically in the southcentral/Wichita region and the loss of jobs.

The long-term goal of a partnered program and center of excellence for southcentral Kansas has significant support from the KHRA and individual industry leaders who serve on Butler's Advisory Committee Culinary Arts and Hospitality Management.

Discussion will include potential next steps and timeline information.

**RECOMMENDED ACTION:**

For discussion purposes at this time

**RECOMMENDED FUNDING SOURCE:**

N/A at this time

Submitted by:	Kim Krull
Supervisor:	
Date:	July 14, 2020



**TOPIC for INFORMATION**  
**Insurance Renewal**

**REPORT:**

At the June meeting, due to the current year difficulties in obtaining property insurance, the board of trustees authorized the administration to approve the purchase of our annual commercial insurance policies prior to the July 1 term deadline.

The final listing of policies is attached with total premiums for FY2021 of \$928,885. The increase in over last year is \$389,341.

The maximum wind/hail recoverable (deductible) is \$1,500,000 for all buildings except the residence hall. The deductible on the residence halls is 2% or approximately \$300,000.

While these terms are not what we had hoped for going into the renewal process this spring, they appear to be in line with reports we are receiving from other Kansas community colleges

Submitted by:	Kent Williams
Supervisor:	Dr. Krull
Date:	July 7, 2020



**Butler Community College**  
**20-21 Property and Casualty Insurance Renewal**

	Carrier	2019-20	2020-21	% Change
<b>Property (Excluding Dorms)</b>	<b>19-20 MHEC / 20-21 Chubb</b>	<b>\$144,663</b>	<b>\$190,738</b>	<b>31.85%</b>
Limit		\$152,221,584	\$116,808,394	
Business Income		\$15,228,535	\$10,016,655	
Deductible		\$25,000	\$50,000	
Deductible-901 S Haverhill/715 E 13th		N/A	\$100,000	
Wind/Hail Deductible		\$300,000	\$100,000	
Wind/Hail Ded-901 S Haverhill/715 E 13th		N/A	\$1,000,000	
Water Damage Deductible		\$100,000	\$100,000	
<b>Broker Fee</b>		<b>\$14,000</b>	<b>Included</b>	
<b>Wind/Hail Buydown</b>	<b>Lloyds of London</b>	<b>N/A</b>	<b>\$242,475</b>	
Deductible Buydown-All Locations Except			\$100,000 to \$50,000	
Deuctible Buydown-901 S Haverhill/715 E13th			\$1M to \$500,000	
Maximum Recoverable			\$1,500,000	
<b>Property (Dorms)</b>	<b>General Star Indemnity</b>	<b>Included</b>	<b>\$71,974</b>	
Building Limits		Included	\$15,231,759	
Personal Property Limits		Included	\$862,378	
Business Income		Included	\$1,000,000	
Deductible		\$25,000	\$25,000	
Wind/Hail Deductible		\$300,000	2%	
<b>Wind/Hail Buydown (Dorms)</b>	<b>Lloyds of London</b>	<b>N/A</b>	<b>\$26,197</b>	
Deductible Buydown			\$100,000	
Maximum Recoverable			\$241,883	
<b>Builders Risk-715 E 13th</b>	<b>Travelers</b>	<b>Included</b>	<b>\$3,615</b>	
Limit		Included	\$1,793,000	
Deductible		Included	\$10,000	
<b>General Liability</b>	<b>Trident</b>	<b>\$49,978</b>	<b>\$47,003</b>	<b>-5.95%</b>



**Butler Community College**  
**20-21 Property and Casualty Insurance Renewal**

Limit		\$1M/\$2M	\$1M/\$2M	
<b>Commercial Auto</b>	<b>Trident</b>	<b>\$56,728</b>	<b>\$68,767</b>	<b>21.22%</b>
Liability Limit		\$1,000,000	\$1,000,000	
Deductible (per vehicle)		\$2,500	\$2,500	
Max Deductible (per occurrence)		\$100,000	\$100,000	
No. of Units		87	80	-8.05%
<b>Inland Marine</b>	<b>Travelers</b>	<b>\$3,671</b>	<b>\$3,683</b>	<b>0.33%</b>
Scheduled Equipment		\$471,759	\$471,759	0.00%
Deductible		\$1,000	\$1,000	0.00%
<b>Crime</b>	<b>Great American Ins. Co.</b>	<b>\$3,666</b>	<b>\$3,933</b>	<b>7.28%</b>
Limit		\$500,000	\$500,000	0.00%
Deductible		\$25k/\$10k	\$25k/\$10k	
<b>Law Enforcement Liability</b>	<b>Trident</b>	<b>\$4,501</b>	<b>\$4,686</b>	<b>4.11%</b>
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	
<b>Educators Legal Liability</b>	<b>Trident</b>	<b>\$18,144</b>	<b>\$18,243</b>	<b>0.55%</b>
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	
<b>Employment Practices Liability</b>	<b>Trident</b>	<b>\$55,308</b>	<b>\$55,544</b>	<b>0.43%</b>
Limit		\$1M/\$2M	\$1M/\$2M	
Retention		\$10,000	\$10,000	
<b>Umbrella</b>	<b>Trident</b>	<b>\$30,678</b>	<b>\$30,306</b>	<b>-1.21%</b>
Limit		\$5,000,000	\$5,000,000	
Retention		\$0	\$0	
<b>Workers Compensation</b>	<b>Accident Fund</b>	<b>\$117,246</b>	<b>\$115,737</b>	<b>-1.29%</b>
Payroll		\$32,662,203	\$30,543,938	-6.49%



**Butler Community College**  
**20-21 Property and Casualty Insurance Renewal**

Experience Mod		0.71	0.74	4.23%
<b>Museum Floater</b>	<b>Hartford</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>0.00%</b>
Museum Collection		\$100,000	\$100,000	
Loan Collection		\$100,000	\$100,000	
Deductible		\$1,000	\$1,000	
<b>Media (Broadcasters) Liability</b>	<b>Capitol Indemnity</b>	<b>\$3,096</b>	<b>\$3,096</b>	<b>0.00%</b>
Limit		\$1,000,000	\$1,000,000	
Deductible		\$10,000	\$10,000	
<b>Student Professional E&amp;O</b>	<b>Liberty</b>	<b>\$15,384</b>	<b>\$15,510</b>	<b>0.82%</b>
Limit		\$1M/\$3M	\$1M/\$3M	
<b>Wellness Center Prof. Liability</b>	<b>Chubb</b>	<b>\$5,432</b>	<b>\$6,216</b>	<b>14.43%</b>
Limit		\$1M/\$3M	\$1M/\$3M	
Deductible		\$2,500	\$2,500	
<b>Grizzly Adventures Liability</b>	<b>Atain</b>	<b>\$5,645</b>	<b>\$5,889</b>	<b>4.32%</b>
Limit		\$1M/\$2M	\$1M/\$2M	
<b>Cyber Liability</b>	<b>Evolve (Lloyd's)</b>	<b>\$8,904</b>	<b>\$12,773</b>	
Limit		\$2,000,000	\$2,000,000	
Deductible		\$10,000	\$15,000	
Revenue		\$28,000,000	\$51,000,000	82.14%
<b>TOTAL</b>		<b>\$539,544</b>	<b>\$928,885</b>	

\*\*Builders Risk Annual Premium is \$7,172 (\$3,615 is the Estimated Premium for the Project Term)



## Butler Community College 20-21 Insurance Renewal

	Carrier	2019-20	2020-21	% of Change
Non-Medical Internship	Berkley Life			
Limit		\$25,000	\$25,000	
Deductible		\$0	\$0	
Premium		\$315	\$250	-20.63%
Student Activities	Hartford			
Limit		\$5,000	\$5,000	
Deductible		\$0	\$0	
Premium		\$1,648	\$1,648	0.00%
Fire Science	Guarantee			
Limit		\$10,000	\$10,000	
Deductible		\$0	\$0	
Premium		\$3,300	\$3,300	0.00%
TOTAL		\$5,263	\$5,198	-1.24%



<b>BOARD ACTION ITEMS</b>
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**TOPIC for ACTION**  
**Affirmation of ACCT Standards of Good Practice**

**REPORT:**

Each year member Boards of the Association of Community College Trustees receive a copy of the “Standards of Good Practice.” Since the development of the standards, the Butler Board of Trustees has re-affirmed those standards at the beginning of each fiscal year. The standards are attached for your review and discussion.

**RECOMMENDED ACTION:**

That the Butler Board of Trustees discuss and re-affirm the “Standards of Good Practice” as developed by the Association of Community College Trustees.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by: Dr. Kim Krull, President  
Supervisor: Board of Trustees  
Date: July 1, 2020

# ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES

## *Standards of Good Practice*

In support of effective community college governance, the Board<sup>1</sup> believes:

- ◆ That it derives its authority from the community and that it must always act as an advocate on behalf of the entire community;
- ◆ That it must clearly define and articulate its role;
- ◆ That it is responsible for creating and maintaining a spirit of true cooperation and a mutually supportive relationship with its CEO;
- ◆ That it always strives to differentiate between external and internal processes in the exercise of its authority;
- ◆ That its trustee members should engage in a regular and ongoing process of in-service training and continuous improvement;
- ◆ That its trustee members come to each meeting prepared and ready to debate issues fully and openly;
- ◆ That its trustee members vote their conscience and support the decision or policy made;
- ◆ That its behavior, and that of its members, exemplify ethical behavior and conduct that is above reproach;
- ◆ That it endeavors to remain always accountable to the community;
- ◆ That it honestly debates the issues affecting its community and speaks with one voice once a decision or policy is made.

*<sup>1</sup>The term "board" refers to a community college board of trustees or appropriate governing authority.*

**TOPIC for ACTION**  
**KBOR Year Three Performance Report**

**REPORT:**

Year Three Report (AY 2019) for the current (AY2017-AY 2019) Performance Agreement between the Kansas Board of Regents and Butler Community College.

**RECOMMENDED ACTION:**

The board accepts Year Three Report (AY 2019) report for the current (AY2017-AY 2019) Performance Agreement between the Kansas Board of Regents and Butler Community College, and approves its transmission to the staff of the Kansas Board of Regents no later than July 20, 2020.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Lori Winningham, VPA
Supervisor:	Dr. Kim Krull
Date:	June 23, 2020

Butler Community College Performance Report AY 2019							AY 2019 FTE: 5,483	
Contact Person: Lori Winningham		Phone and email: 316.322.3110; (lwinning@butlercc.edu)					Date: 6/26/2020	
Butler Community College	Foresight Goals	3 yr History	AY 2017 (Summer 2016, Fall 2016, Spring 2017)		AY 2018 (Summer 2017, Fall 2017, Spring 2018)		AY 2019 (Summer 2018, Fall 2018, Spring 2019)	
			Institutional Performance	Outcome	Institutional Performance	Outcome	Institutional Performance	Outcome
1 Number of certificates and degrees awarded annually	1	AY2013 = 1,453 AY2014 = 1,492 AY2015 = 1,445 Baseline = 1,463	1,436	↓	1,496	↑	1,513	↑
2 First to second year retention of college-ready cohort (fall-to-fall retention of first-time, full-time, degree-seeking students)	1	Fall 12 Cohort = 63.5% (464/731) Fall 13 Cohort = 61.5% (450/732) Fall 14 Cohort = 62.2% (530/852) Baseline: 62.4% (1,444/2,315)	62.9% (624/992)	↑	65.4% (519/793)	↑	65.1% 486/746	↑
3 Award of third party technical credentials	2	AY2014 = 973 AY2015 = 973 AY2016 = 1,091 Baseline: 1,012	969	↓	1121	↑	1072	↑
4 Percentage of Accelerated Learning Program students who pass co-requisite developmental English and college composition courses in the same term	1	AY2014 = 65% (41/63-spring only) AY2015 = 67.5% (77/114) AY2016 = 60.4% (137/227) Baseline: 63.1% (255/404)	60.6% (237/391)	↓	58.2% 170/292	↓	53.47% (108/202)	↓
5 Increase in number of STEM technical certificates and degrees	2	AY2014 = 323 AY2015 = 291 AY2016 = 292 Baseline: 302	298	↓	294	↓	296	↓
6 Directional Improvement in College Algebra Pass Rates	1	AY2014 = 67.24% (1,248/1,856) AY2015 = 63.60% (1,092/1,717) AY2016 = 64.68% (1,174/1,815) Baseline: 65.2% (3,514/5,388)	67.0 % (1310/1955)	↑	69.8 % (1382/1980)	↑	72.7 % (1665/2290)	↑

## Butler Community College Performance Report AY 2019

### **Indicator 1: Number of certificates and degrees awarded annually**

**Description:** Using the Kansas Higher Education Data System, Butler will report the total number of certificates and degrees awarded each academic year. Our Student Success strategic priority is the center of our ongoing strategic plan, as reflected in our goal to ensure "Students Finish What They Start." Over the last three years Butler started several student success initiatives aimed at improving teaching and student engagement. Over the next three years the college will maintain that work while putting greater emphasis on achieving retention goals at the course and program levels. This work will contribute to an overall increase in credentials.

#### **Outcome/Results:**

Butler continues to deliver on its promise of student success by providing students with the instruction, support, and tools to take the next step in their post-secondary journey by completing the requirements of a degree or certificate. We are proud of our continued improvement over the baseline. With 1 % increase from the previous year in the number of degrees and certificates awarded—that too in the context of falling enrollment—the institution is constantly reviewing best practices to keep this momentum going and growing.

### **Indicator 2: First to second year retention of college-ready cohort (fall-to-fall retention of first-time, full-time, degree-seeking students)**

**Description:** This indicator tracks the first to second year retention rates for first-time, full-time, degree-seeking students who return to enroll in the fall term of the subsequent year. In the last three years, Butler has developed a more effective, strategic approach to enrollment management. We have developed the capacity to set and meet short-range enrollment goals and have learned more about what causes student turnover. Over the next three years, faculty will implement retention goals at the course/program level to address specific student needs. This work will contribute to an increase in retention of college-ready students.

#### **Outcome/Results:**

Butler Community College is proud of continuing and improving its efforts, as part of its Guided Pathways approach, to increase the retention of students from first to second semesters and to see them eventually matriculate with the credentials they need. Continuous investment in strategic positioning, hands on advising, reformatted developmental-to-college math sequencing, and Business Intelligence availability at the departmental and advising levels in contributing to our success in this endeavor.

### **Indicator 3: Award of third party technical credentials**

**Description:** A top-notch vocational education combined with the appropriate professional credential is a key competitive advantage for individuals entering the workforce or starting new careers. Working through its professional and industry network, and leveraging the capacity built through the federal Perkins IV program, Butler has identified appropriate industry credentials for its different technical programs. Faculty and staff provide the information to program students, who are instructed according to the specifics of these credentials. Program faculty also facilitate the necessary testing and implement a systematic process to track the attainment of credentials. For this indicator Butler tracks credentials awarded to students in Nursing (LPN Certificate of Completion and national licensure; RN NCLEX certification, IV Therapy Certification), Allied Health (EMT and Advanced EMT certificates, Certified Nurse Assistant and Certified Medical Aide; Home Health Aide), Fire Science (Firefighter 1 and 2 certifications, Hazmat certifications), Welding (American Welding Society), Networking Technology (Microsoft and other industry credentials), Culinary Arts (Serve Safe certificate) and Automotive Technology (Automotive Service Excellence certificates).

#### **Outcome/Results:**

Working together across several divisions and units by establishing streamlined processes for recording the credentials, Butler is proud of its success in outperforming the baseline for this indicator and for making substantial directional improvement over the previous year as well. With an even greater focus on aligning such credentialing with program outcomes through our Guided Pathways approach, we remain confident of continuing our robust performance in this indicator in the years ahead.

### **Indicator 4: Percentage of Accelerated Learning Program students who pass co-requisite developmental English and college composition courses in the same term**



**Description:** The Accelerated Learning Program (ALP) allows developmental English students to enroll in EG060 (developmental) and EG101 (college composition) as co-requisites in the same term. The program is rigorous, the courses are integrated by design, and trained instructors use cognitive and non-cognitive techniques. ALP decreases the attrition between the developmental and college level courses in the traditional sequence and increases the number of students who pass EG101 with a C or better. Success is computed by dividing the total number of students who persist to the end of the term and receive a C or better in EG060/101 ALP courses by the total number of students who receive an A, B, C, D, F, or withdraw before the end of the term. Prior to spring 2016, Butler ALP courses were taught at two levels, EG 052/060 and EG 060/101 and separate results were calculated for each level. In spring 2016, the two levels were combined into one, EG 060/101 only. Fall 2016 brought two more major changes: all students who placed in developmental English and were not referred to Adult Education were required to enroll in ALP, and students who placed in RD 011 (developmental reading) were allowed to enroll in ALP for the first time.

**Outcome/Results:**

With the great success of ALP in its initial stages, we expanded access to the program to include more low level readers (about 50% of them pass ALP); simultaneously, to provide faster and more cost-effective tracks to completion, a multiple measures approach has been deployed to assist students who would have been otherwise placed in ALP and performed well. Taken together, these two initiatives have lowered the quantitative success rate of ALP compared to the previous years.

**Indicator 5: Increase in the number of STEM technical certificates and degrees**

**Description:** Butler will help students develop applied STEM skills that will enable completers to attain jobs in occupations critical to the future of south-central Kansas. This indicator focuses on two core job clusters – Information Technology and Healthcare. The college has built a sustainable infrastructure to provide pathways to occupations in these areas. The college established early college academies for high school students interested in IT and Healthcare. Programs included in this indicator are Database Administration, Windows, Software Development, Engineering Graphics Technology, Engineering Technician, Cybersecurity, Interactive 3D, Internetworking/CISCO, Digital Media, Web Development, Nursing and EMT. (The corresponding program codes are: CEDA, COIS, CPRG, ENGT, ENTC, IADF, IN3D, INTW, MULT, WEDV, EMT and NURS.)

**Outcome/Results:**

We barely missed the baseline again, coming closer than 98 % in meeting it. This was largely due to the continuing trend of stagnant enrollment. Nonetheless we are proud of our continuing and successful efforts at preparing STEM ready graduates for the workforce. With an even greater focus on aligning outcomes of such programs with industry. It is important to note that during the AY 2019, an additional 86 Associate of Science (A.S.) were also awarded by Butler with concentrations in closely related fields like Physics, Pre-Medicine, Pre-Healthcare, Agriculture, Mathematics, Biotechnology, Pre-Compute Science, Pre-Engineering, and Biological Sciences, signifying the institution's robust commitment to narrow the STEM skills gap in the state.

**Indicator 6: Directional Improvement in College Algebra Pass Rates**

**Description:** Successful completion of College Algebra is the most important leading, predictive indicator for completing a college credential. Nationally, failure to get a passing grade the first time around is an obstacle to completion for about 60% of college students who quit before earning a credential. Students who don't pass College Algebra often leave school in their first year. For AY2018, Butler implemented a complete math redesign from the lowest developmental course through College Algebra. The project divided seven existing courses (four three-credit hour courses and three one-credit hour courses) into twelve one-credit modules that would enable students to develop the skills they need to be successful in College Algebra. While we still offer College Algebra (MA135) in the traditional format, we have received approval at the state level for the following equivalency: College Algebra 1,2 and 3 (MA132, MA133 and MA134) = College Algebra (MA135). These modules include in-class learning support and tutoring, and help with study skills and other non-cognitive skills. The intent of the redesign is to lessen the time students take to move through the sequence and to increase the number of students that successfully complete College Algebra. The success rate for AY2017 is calculated by dividing the number of College Algebra students who persist to the end of the term and receive a grade of A, B or C by the number of students who receive an A, B, C, D, F grade or who withdraw from the class before the term ends. Moving forward, AY2018 and AY2019, the success rate will be

calculated by dividing the number of College Algebra or College Algebra 1, 2, and 3 students who persist to the end of the term and receive a grade of A, B or C by the number of students who receive an A, B, C, D, F grade or who withdraw from the class before the term ends.

**Outcome/Results:**

The modular sequencing of developmental mathematics and College Algebra has had a direct impact on our continuing success in this area which we are proud to build upon further in the coming years so that college is more affordable and completion more attainable for the diverse communities of students we serve.

**TOPIC for ACTION**  
**Sports Accident Policy**

**REPORT:**

Ryan Murry from Insurance Center, Inc. has provided us the new costs for the Sports Accident Policy and the Catastrophic Policy. The basic coverage for all sports will be \$149,296 and the catastrophic sports accident policy will be \$26,981. The cost for 2020-2021 will be \$176,377. The total costs for the 19-20 academic year was \$169,726. (This is assuming that we play a full fall/spring sports season.)

**RECOMMENDED ACTION:**

Board approval to pay the Athletic Insurance and Catastrophic Insurance from the Athletic Budget in the amount of \$176,377 for the 2020-2021 academic year.

**RECOMMENDED FUNDING SOURCE:**

Athletic Budget

Submitted by:	Todd Carter
Supervisor:	Bill Rinkenbaugh
Date:	June 25, 2020



### Intercollegiate Sports Catastrophic Accident Medical Insurance

#### 10-YEAR BENEFIT PERIOD ENROLLMENT FORM

Name of Institution: Butler Community College  
Street Address: 901 S. Haverhill Rd.  
City: El Dorado State: KS Zip: 67042  
Contact: Todd Carter Title: Athletic Director  
Email: tcarter@butlercc.edu Phone: 316-322-3201

Please complete the Sports Census Risk Classification on page 2 prior to selecting ONE premium option below

#### SECTION 1 – 2020/2021 ANNUAL PREMIUM PER ENROLLED INSTITUTION

SPORTS CENSUS RISK CLASSIFICATION	Option #1 \$25,000 per Injury Deductible	Option #2 \$35,000 per Injury Deductible	Option #3 \$50,000 per Injury Deductible
Fall & Spring Football and 2 or More Additional High-Risk Sports	<input type="checkbox"/> \$34,738	<input type="checkbox"/> \$29,527	<input type="checkbox"/> \$22,580
Fall & Spring Football and 1 Additional High-Risk Sport	<input type="checkbox"/> \$30,839	<input type="checkbox"/> \$26,213	<input type="checkbox"/> \$20,045
Fall & Spring Football and No Additional High-Risk Sports	<input checked="" type="checkbox"/> \$26,981	<input type="checkbox"/> \$22,934	<input type="checkbox"/> \$17,538
Fall Football Only and 2 or More Additional High-Risk Sports	<input type="checkbox"/> \$26,038	<input type="checkbox"/> \$22,132	<input type="checkbox"/> \$16,925
Fall Football Only and 1 Additional High-Risk Sport	<input type="checkbox"/> \$22,139	<input type="checkbox"/> \$18,818	<input type="checkbox"/> \$14,390
Fall Football Only and No Additional High-Risk Sports	<input type="checkbox"/> \$18,281	<input type="checkbox"/> \$15,539	<input type="checkbox"/> \$11,883
No Football and 2 or More Additional High-Risk Sports	<input type="checkbox"/> \$14,038	<input type="checkbox"/> \$11,932	<input type="checkbox"/> \$9,125
No Football and 1 Additional High-Risk Sport	<input type="checkbox"/> \$10,139	<input type="checkbox"/> \$8,618	<input type="checkbox"/> \$6,590
No Football and No Additional High-Risk Sports	<input type="checkbox"/> \$6,281	<input type="checkbox"/> \$5,339	<input type="checkbox"/> \$4,083

NOTE: Coverage under this program available in all states except MN, NH, MO, NY & WA. If you are located in one of these states, please contact BMI as we have other Catastrophic Policy options available to your school.

#### ENROLLMENT FORM SUBMISSION & PREMIUM PAYMENT OPTIONS

**Option #1: Mail** completed & signed enrollment form to First Agency and **INCLUDE** a check payment.

Payable to First Agency | 5071 West H Avenue, Kalamazoo, MI 49009

**Option #2: E-mail or Fax** completed & signed enrollment form to Bob McCloskey Insurance and BMI will invoice you.

Email: [1stagency@1stagency.com](mailto:1stagency@1stagency.com) | Fax: 269-492-0084

#### COVERAGE TERM & ACCEPTANCE

Requested Effective Date\*: 7/1/20

Name of Administrator: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Signature of Administrator: \_\_\_\_\_

\*The effective date of coverage will either be the date requested, or the day after the enrollment form is received by BMI, whichever is later. However, enrollment forms with an 8/1/20 requested eff. date can be received up to September 30, 2020.

See Coverage Brochure for Additional Information

2020 - BMI NJCAA Catastrophic Accident Insurance Enrollment Form-10-Year BP

## Client Authorization to Bind Coverage

After careful consideration of First Agency's proposal dated June 2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Effective Dates: 7/1/20 - 7/1/21	LINE OF COVERAGE	PREMIUM	CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Base Athletic Accident	\$149,396	Guarantee Trust Life Insurance Co.
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Athletic Accident	\$26,981	Liberty Mutual Insurance Co.

Do you have other coverage considerations?

☐ Yes ☒ No

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

**Producer/ Insured Coverage Amendments and Notes:**

### Account Services Provided:

- Placement of insurance coverage.
- Maintenance and management of the account.
- Manage the renewal process with the incumbent carrier and obtain additional renewal proposals, if appropriate, to guarantee competitive pricing and coverage terms.
- Communicate with campus stakeholders to educate them on claims policies and procedures.
- Provide relevant marketing materials (FAQs, brochures, claims filing procedures, etc.) with policy information and benefits.
- Ensure that the filed and approved carrier has complied with all federal and state laws.
- Benchmarking and policy review to ensure the current program provides the best coverage and benefits.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

First Agency has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review First Agency's Privacy Policy located at [www.1stAgency.com](http://www.1stAgency.com).

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing First Agency to bind coverage and/or provide services to us.

By: Dr. Kimberly W. Krull, President  
 \_\_\_\_\_  
 Print Name (Specify Title)  
Butler Community College  
 \_\_\_\_\_  
 College/University  
  
 \_\_\_\_\_  
 Signature

Date: 6/25/2020

### Master Policy:

I would like to receive the Master Policy for this program evidencing coverage electronically. \_\_\_\_ (initial)



**SECTION 2 – 2020/2021 INTERCOLLEGIATE SPORTS CENSUS RISK CLASSIFICATION**

NON-HIGH-RISK SPORTS			PLEASE COMPLETE THE ESTIMATED # OF PARTICIPANTS		
SPORT	MEN	WOMEN	SPORT	MEN	WOMEN
Archery			Golf		
Badminton			Marathon		
Band			Mascots		
Baseball	32		Racquetball		
Basketball	15	12	Riflery		
Beach Volleyball			Sailing		
Bowling			Soccer		24
Cheer (Non-Competitive)	8	9	Softball		
Crew/Rowing			Squash		
Cricket			Student-Coaches/Managers		
Cross Country Running	9	7	Student-Trainers	2	8
Cross Country Skiing			Swimming (No Diving)		
Cycling			Tennis		
Dance			Track & Field – Outdoor	42	24
Drill Team			Track & Field - Indoor	32	21
Equestrian			Ultimate Frisbee		
E-Sports			Volleyball		14
Fencing			Water Polo		
Field Hockey			Weightlifting		
<b>TOTAL ESTIMATED # OF PARTICIPANTS: NON-HIGH-RISK PORTS</b>				140	119

HIGH-RISK SPORTS			PLEASE COMPLETE THE ESTIMATED # OF PARTICIPANTS		
SPORT	MEN	WOMEN	SPORT	MEN	WOMEN
Boxing			Karate		
Competitive Cheerleading			Lacrosse		
Diving			Rodeo		
Football – Fall Only	90		Rugby		
Football – Fall & Spring	100		Skiing		
Gymnastics			Snowboarding		
Ice Hockey			Surfing		
Judo			Wrestling		
<b>TOTAL ESTIMATED # OF PARTICIPANTS: HIGH-RISK SPORTS</b>				190	

NOTE: Any intercollegiate sport not listed above must be submitted to Bob McCloskey Insurance for Risk Classification.

*If your school is working with a broker, please have the below information completed.*

**LOCAL/REGIONAL INSURANCE AGENCY**

Agency Name: First Agency, a Gallagher Company

Agent Name: John Griesbach

Agent License #: NPN 332853

Email: John\_Griesbach@ajg.com

Phone: (269) 381-6630

Agency Street Address/City/State/Zip: 5071 West H Avenue, Kalamazoo, MI 49009-8501

Bob McCloskey Insurance | Morganville, NJ 07751  
Phone: 800.445.3126 | www.bobmcloskey.com/njcaa | Fax: 732.583.9610

*Leaders in Student & Sports Insurance Administration Since 1975*

See Coverage Brochure for Additional Information

2020 - BMI NJCAA Catastrophic Accident Insurance Enrollment Form-10-Year BP

## TOPIC for ACTION

### Early Retirement Incentive Policy Revision

#### **REPORT:**

The college currently provides an Early Retirement Incentive Plan that provides eligible employees the opportunity to retire beginning at age 60 and includes a cash benefit and coverage through the College health insurance plan through age 65. The current policy covers and pays for the full cost of the plan the employee is enrolled in at the time of retirement, which may include one of the following: Single, Employee +1, or Family coverage. There is a separate policy for Professional Employees that has some differences in cash payout and qualifying age. The Professional Employees policy is not addressed here. This change would be for non-faculty employees only.

The following charts show the last five year costs, and the future retirement projections based on the eligible employees who could elect the Early Retirement Incentive Plan. The cost projections are for inclusion in the insurance program only (not the cash benefit) based on the current plan elections if carried forward, and includes both faculty and non-faculty.

Early Retirement Incentive Program				Number of Individuals Receiving Benefits	
	Cash Payouts	Insurance Payments	Total Benefits Paid	Faculty	Non-Faculty
FY 15-16	\$32,500.00	\$135,360.64	\$167,860.64	10	16
FY 16-17	\$28,000.00	\$150,389.48	\$178,389.48	12	19
FY 17-18	\$35,500.00	\$233,084.07	\$268,584.07	13	22
FY 18-19	\$37,500.00	\$235,463.02	\$272,963.02	11	24
FY 19-20	\$16,800.00	\$243,861.72	\$260,661.72	9	24

FY21 Eligible	#Employees	Current Ins. Cost	Single Cov Only
Faculty	22	\$239,383	\$153,000
Administration	9	\$126,676	\$60,000
Ops Staff	7	\$77,328	\$37,500
Total	38	\$443,387	\$250,500

**Savings**  
**\$192,887**

Coverage	Annual Cost
Single	\$7,500
Emp +1	\$17,450
Fam	\$20,736

The Early Retirement Incentive Plan (for non-professional employees) is provided below with strikethroughs to indicate language to be deleted and **bold** for language to be added.

#### Early Retirement Incentive Plan

All current, full-time employees with ten (10) or more years of continuous full-time service to the College who are between the ages of 60 and 64 and are qualified to receive KPERS retirement benefits are eligible for the College's early retirement plan.

A lump sum payment of \$1,000 for each year of retirement prior to 65 with the maximum of \$5,000 will be paid to the employee.

Eligible employees may continue in the College's health insurance program and will receive ~~either a full family or a full single~~ health insurance coverage as provided and paid

for by the College up to the first of the month the employee becomes 65. **Coverage for family members (if previously elected by the employee) may be continued on the College plan through the termination of the retired employee coverage at age 65. The cost for the additional coverage above the single rate plan will be paid by the retiree.**

Professional Employees refer to the Master Agreement.

#### **RECOMMENDED ACTION:**

The Administration recommends the Board support the proposed change to the Early Retirement Incentive Plan to only pay for a single health insurance premium for the employee up to age 65.

#### **RECOMMENDED FUNDING SOURCE:**

Not applicable

Submitted by:	Shelley Stultz, Associate Vice President of Human Resources
Supervisor:	Dr. Kimberly Krull
Date:	June 9, 2020

**TOPIC for ACTION**  
**Facilities and Property Use Policy and Operating Procedures**  
**Service of Alcoholic Beverages Policy and Operating Procedures**

**REPORT:**

In October 2019, discussion was held related to revision of the Employee Handbook which contains over 230 pages of policies, procedures and general information about the College and the work environment. The current system of manually updating, managing and disseminating these documents is inconsistent and labor intensive. Research was presented on a best practices approach which included the development of a policy statement and procedures that support the stated policy.

With the completion of the 5000 Building renovation, the college facilities policies need to be updated to include the new meeting room space for possible internal as well as external community use. Current policies for general facilities use and specifically the Hubbard Welcome Center have overlapping information as well as some guidelines for alcohol service in both. In order to clarify the information and make it easier to review, the best practices guidelines were followed to:

- Develop a new “Facilities and Property Use Policy” statement
- Develop a “Facilities and Property Use Operating Procedures” document by using existing procedural language and details in the current policies entitled “Use of College Facilities, Equipment and Services” and “Hubbard Welcome Center Use Policy” with some minor updates.
- Develop a new “Service of Alcoholic Beverages Policy” statement and “Service of Alcoholic Beverages Procedures” document by using existing language and guidelines in the current policies entitled “Use of College Facilities, Equipment and Services” and the “Hubbard Welcome Center Alcohol Use Policy”.

**Facilities and Property Use Policy Use of College Equipment, Facilities and Services**

**It is the intent of the Board of Trustees of Butler Community College that college facilities, property, and resources be used for the educational programs and services central to the mission of the institution.**

Use of college facilities by community groups is encouraged when it does not conflict with Butler’s educational mission, college-sponsored activities, schedule and **college policy or regulations. Groups and individuals who use college facilities must adhere to all established college policies and procedures, including Service of Alcoholic Beverages policies, as well as local, state, and federal laws while doing so.**

**Use of facilities, equipment, and/or college resources by college employees or students must relate to the instructional mission or work assignment and not to support other personal or commercial activities or financial gain.**

**The college may restrict the use of facilities as it deems necessary. The president or their designee will establish rules and regulations and a schedule of fees for the use of college facilities and may assign priorities to groups wishing to use college facilities. The president or their designee has final decision-making authority over all proposed use of college facilities and fees charged.**

### **Facilities and Property Use Operating Procedures**

Butler buildings, equipment, and resources may be available for public use when such use does not interfere with college-sponsored activities and schedules. Educational groups and non-profit organizations may be given priority for use of the facilities and associated equipment. College facilities are not available for weddings or funerals. They are not available for church groups to use on a regular, on-going basis.

The cost incurred to the college in personal use of any business equipment, including, but not limited to, facsimiles, telecopiers, computers and copy machines, must be reimbursed to the college at the current rate charged at the Secretarial Management Center. A rate schedule is maintained by the Secretarial Management Center. Lighting or audio-visual technician charges are **\$25** ~~12~~ per technician per hour. Security personnel are available at **\$25 per person per hour** ~~a to-be-determined fee~~. Room Charges are based on a flat rate, not pro-rated for partial day use.

#### **General College Spaces:**

- |                                   |  |
|-----------------------------------|--|
| • Fine Arts Auditorium            | \$250 per day                            |
| • Fine Arts/Music Department      | \$100 per day - rehearsal room or studio |
| • Classrooms                      | \$25 per day                             |
| • Main Gymnasium                  | \$500 per day                            |
| • Multi-purpose gymnasium         | \$250 per day                            |
| • Large Meeting room              | \$100 per day                            |
| • Medium Meeting room             | \$50 per day                             |
| • Small Meeting room              | \$25 per day                             |
| • <b>5000 Building Kanza Room</b> | <b>\$300 per day</b>                     |

#### **Hubbard Welcome Center**

~~Philosophy:~~ The Hubbard Welcome Center meeting rooms are available for use by both the college and the community. ~~It is the intent of the college to neither subsidize nor profit from the use of the facility, but to charge nominal fees that cover the cost of utilities, technology and normal wear and tear.~~ The stated fees are for those organizations which are for-profit. The not-for-profit rate is half of the stated rate; however, non-profit organizations can submit a request to have fees waived. Such request form is available through the office of the Vice-President for Student Services (316.322.3298). ~~The Hubbard Welcome Center is not available for weddings or funerals. It is not available for church groups to use on a regular, on-going basis ).~~

#### **Hubbard Welcome Center Spaces:**

- Main Level
  - Clifford/Stone Community Center (7,174 Sq. Ft.)
  - Seats 800 in rows or ~~420~~ 480 at round tables – It is normally reserved only for groups over 150.
  - Maximum: 36 tables with stage set up**
  - Maximum: 42 tables without a stage set up**
  - Up to \$700 per day (\$100 deposit)
  - Attention Renters: Parking may be limited during peak class times such as the beginning of the semester and some weekday mornings.
- Lower Level
  - Intrust Bank Meeting Room (Full room: 1, 230 Sq. Ft.; Half room: 610 Sq. Ft.)
  - \$200 for full room
  - \$100 for half room
  
  - ICI/Tom and Kim Murry Meeting Room (Full room: 1,230 Sq. Ft.; Half room: 610 Sq. Ft.)
  - \$200 for full room
  - \$100 for half room
- Second Level
  - Ted and Barb Dankert Trustee Room (1,166 Sq. Ft.)
  - This room is reserved for college use only.

#### **Hubbard Welcome Center Alcohol Use**

~~Alcohol shall not be brought onto, consumed or served on college premises except in accordance with the Policy on Use of College Facilities, Equipment and Services, Hubbard Welcome Center Policy, and with final approval of the president.~~

~~Use of Alcohol in the Hubbard Welcome Center will also be in accordance with the Kansas Board of Regents ruling as well as Kansas Statute KSA 41-719:~~

~~Consumption of alcoholic liquor may be permitted under authorized and appropriately controlled conditions and guidelines to be determined by the chief executive officer of each university and set forth in an institutional policy on service of alcoholic liquor. The service of alcoholic liquor at such events must be approved, in advance, by the chief executive officer of the institution and may only be held in those non-classroom areas, and outside grounds immediately adjacent thereto, which are specifically designated for such activities in the institutional policy on service of alcoholic liquor. Each institution shall file and maintain a current copy of its policy on service of alcoholic liquor with the President and Chief Executive Officer on behalf of the Board.~~

~~Further policy dictates that alcohol may only be provided at events that are related to legitimate college functions. The college or the foundation will function as the event sponsor for events in which alcohol is served and require recognition of their sponsorship, including logo use when appropriate, on invitations and promotional~~



~~materials. The college marketing department must be contacted for correct use of college logos.~~

~~Such events cannot be open to the general public and only members of the sponsoring organizations, their spouse or significant others, and invited guests may be served alcohol. Student organizations are not allowed to host nor serve liquor at an event. Event organizers must guarantee that alcoholic liquor will not be served to persons who are not of legal age or who appear to be intoxicated. At all events in which alcoholic liquor is approved for use, a nonalcoholic beverage must also be available to participants. Food must also be available at all functions where alcoholic liquor is served.~~

~~No persons under 21 years of age are allowed to possess or to consume cereal malt beverages and/or alcoholic liquor at any event at which these beverages are sold or served. Further, staff under 21 years of age cannot drink while hosting an event as an employee.~~

~~Student workers who are 21 years of age and older cannot drink before, during or after an event which they are working. No alcohol may be served except by a licensed caterer.~~

~~A renting organization shall be held financially responsible for any damages resulting from their event.~~

~~In instances in which alcohol is served:~~

- ~~• beer kegs are strictly prohibited and as they easily can become out of control and are a poor reflection on the college.~~
- ~~• the times in which alcohol is served must be stated in the rental documents.~~
- ~~• security is required for any event in which alcohol is served. There will be adequate security on hand given the size and nature of the event~~
- ~~• there will not be alcohol served in the Presidential Overlook, made possible by the~~
- ~~• Ken & Wilma Howell Family in honor of Korey Howell.~~

If a portable stage or platform is requested and is not part of the daily room furnishings, a fee of \$20 per stage or platform will be charged. Costs for all other additional items not provided by the College such as technical equipment, etc., shall be the responsibility of the organization sponsoring the event.

The President or his/her designee has the authority to waive charges when deemed prudent or to decline a request for usage when deemed inappropriate.

~~Audiovisual equipment, LCD data projectors, screens, and sound equipment may (when available) be rented at competitive rates by external clients, at Multimedia Learning Resource Center (MMLRC) discretion. The Multimedia Learning Resource Center (MMLRC) also offers audio production, editing, and duplication at competitive rates, and BCTV offers video production, editing, and video duplication at competitive rates. Offsite events may require setup and operation of equipment by MMLRC or BCTV employees, TEC-E's, or student workers, and may incur extra rates and mileage for these employees' time and travel expenses. Call MMLRC or BCTV for rates and availability.~~

### Usage

All requested facility use must be made for a specified time with all arrangements cleared through the Office of the Vice-President for Student Services. ~~This will avoid conflict and assure custodial service.~~

~~Admittance will be granted to groups who have followed the procedure outlined directly above.~~

Youth or children's activities must have adequate supervision at all times. Supervisors of groups are required to remain in the buildings until all participants have vacated the premises.

All users of the facilities must reimburse the College for any damages to property arising out of their use.

College equipment may be available for use by the requesting organization. Prior arrangements must be made. A service charge may be assessed to the requesting organization.

The requesting organization is responsible for removing all decorations, equipment, and other materials that were brought into the facility immediately following the conclusion of the scheduled event. The requesting organization will leave the facility clean and orderly. **Hay, straw, dirt, water features, sand, glitter, confetti, silly string, etc cannot be incorporated into any inside event decorations. Deposits will be retained if extra time and effort is required of College Facilities Maintenance personnel to clean up after an event.**

The name of Butler Community College may only be used to identify location. It may not be used in publicity, written or broadcast, and will in no way be used to imply endorsement or approval of the requesting organization's program without written permission by the Vice President of Student Services.

The use of any tobacco products on campus is prohibited on or in college property.

~~Alcohol shall not be brought onto, consumed or served on college premises except in accordance with Kansas Board of Regents policy as well as Kansas Statute KSA 41-719, Hubbard Welcome Center Use Policy, Policy on Use of College Facilities, Equipment and Services and with final approval of the president.~~

~~Alcoholic liquor may only be provided at events which are related to official college functions and/or fundraising activities for the College. The college or the foundation will function as the event sponsor for events in which alcohol is served and require recognition of their sponsorship, including logo use when appropriate, on invitations and promotional materials. The college marketing department must be contacted for correct use of college logos. In addition, the college president or her designee will deliver a welcome message at sponsored events. Such events cannot be open to the general~~

~~public and only members of the sponsoring organizations, their spouse or significant others, and invited guests may be served alcohol.~~

~~Rental documents must include the timeframe for which alcohol will be served.~~

~~Student organizations are not allowed to host nor serve liquor at an event.~~

~~Event organizers must guarantee that alcoholic liquor will not be served to persons who are not of legal age or who appear to be intoxicated.~~

~~At all events in which alcoholic liquor is approved for use, a nonalcoholic beverage must also be available to participants. Food must be available at all functions where alcoholic liquor is served.~~

~~No persons under 21 years of age are allowed to possess or to consume cereal malt beverages and/or alcoholic liquor at any event at which these beverages are sold or served. Further, staff under 21 years of age cannot drink while hosting an event as an employee. Student workers who are 21 years of age and older cannot drink before, during or after an event which they are working.~~

~~No alcohol may be served except by a licensed caterer. Beer kegs are strictly prohibited.~~

~~Security is required for any event in which alcohol is served.~~

#### Decorations

See procedure on Display of Information

#### Food and Beverages

The College annually contracts with a food service provider. As a courtesy, BCC personnel are encouraged to give consideration to the contracted food service provider for meals or snacks at College sponsored events. However, the College retains the right to purchase such meals or snacks from any source deemed appropriate by the event sponsor. (Rev. 07/14)

#### **Service of Alcoholic Beverages Policy** ~~Hubbard Welcome Center Alcohol Use~~

**The Kansas Liquor Control Act (The Kansas Liquor Control Act (K.S.A. Chapter 41, Articles 1 through 11, as amended), at K.S.A. 41-719(d), generally prohibits the consumption of alcoholic liquor on public property. However, pursuant to K.S.A. 41-719(i):**

**“The board of trustees of a community college may exempt from the provisions of subsection (d) specified property which is under the control of such board and which is not used for classroom instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.”**

**Accordingly, the Board of Trustees of Butler Community College exempts certain College property from K.S.A. 41-719(d) as set forth in this Policy and the Service of Alcoholic Beverages Operating Procedures.**

In accordance with the Kansas Board of Regents:

Consumption of alcoholic liquor may be permitted under authorized and appropriately controlled conditions and guidelines to be determined by the chief executive officer of each university and set forth in an institutional policy on service of alcoholic liquor. The service of alcoholic liquor at such events must be approved, in advance, by the chief executive officer of the institution and may only be held in those non- classroom areas, and outside grounds immediately adjacent thereto, which are specifically designated for such activities in the institutional policy on service of alcoholic liquor. Each institution shall file and maintain a current copy of its policy on service of alcoholic liquor with the President and Chief Executive Officer on behalf of the Board.

**This policy applies to all employees, students, and visitors.**

No alcohol shall be brought onto, consumed, or served on college premises except in accordance with this **Policy and associated Procedures**. **No person shall drink or consume alcoholic beverages on College property except in limited circumstances in accordance with this Policy and associated Procedures and only in the locations and in the manner set forth below:**

- **Hubbard Welcome Center Clifford/Stone Community Room**
- **Hubbard Welcome Center Lattner Family Entry**
- **Hubbard Welcome Center Foundation**
- **Hubbard Welcome Center Ted and Barbara Dankert Trustee Board Room**
- **Erman B. White Gallery of Art**
- **5000 Building Kanza Room**

No alcoholic beverages can be served or consumed on the 2<sup>nd</sup> floor of the Hubbard Welcome Center in the Presidential Overlook, made possible by Ken and Wilma Howell Family in honor of Korey Howell.

**All Procedures, as directed by the College President, under this Policy shall be in full compliance with federal, state, and local laws and regulations, including the Kansas Liquor Control Act and all municipal codes. Approval of the college president is required for alcohol to be served and consumed on campus in accordance with this Policy.**

### **Service of Alcoholic Beverages Operating Procedures**

Alcoholic beverages may be served as part of official college sponsored **and sanctioned events, functions, and fund raising activities, and only in authorized locations as set forth in the Service of Alcoholic Beverages Policy, provided the service is consistent with the following procedures:**

- No alcoholic beverages are permitted to be sold or served on **Butler property by any individual or entity** except for **Great Western Dining Services** or by a licensed caterer
- The college or Foundation will function as the event sponsor and will require recognition of this sponsorship, including the college logo, when appropriate on invitations and promotional materials.
- **All facilities use agreements which include required documentation of alcohol service times and signatures for service of alcoholic beverages will be submitted as early as possible but no less than three weeks before the scheduled event.**
- At all events in which alcoholic beverages are approved for use, nonalcoholic beverages and food must be available.
- Beer kegs are strictly prohibited
- Events in which alcoholic beverages are approved for use are not open to the public, general public or individuals other than members of the sponsoring organizations, spouses, significant others, and their invited guests.
- Student organizations are not allowed to host or serve liquor at an event.
- No persons under 21 years of age are allowed to possess or to consume cereal malt beverages and/or alcoholic liquor at any event at which these beverages are sold or served
- Staff under 21 years of age cannot drink alcoholic beverages while hosting an event as an employee
- Student workers who are 21 years of age cannot drink before, during, or after an event which they are working
- Event organizers must guarantee that alcoholic beverages will not be served to persons who are not of legal age or who appear to be intoxicated.
- **No outside alcohol, even if unopened, can be sold or distributed at fundraisers**
- **Guests who are served alcoholic beverages on Butler property may not carry alcoholic beverages outside the area where they are being served.**
- **It is the general practice of the college that alcohol service for an approved special event shall not begin prior to 4:00 p.m. on the day of the event**
- **The college retains the sole and absolute right to determine if alcoholic beverages may be served at a special event as well as to determine the time and length of such service.**
- Security is required for any event in which alcohol is served. **The required number of officers will be determined by the size and nature of the event. The organization holding the event is responsible for paying for such services.**
- **Any exceptions to these procedures must be approved in advance by the President.**

## CURRENT POLICIES for review and comparison:

### **Use of College Facilities, Equipment and Services**

The buildings and grounds of Butler may be made available for public use when such use does not interfere with college-sponsored activities and schedules. Educational groups and non-profit organizations will be given priority for use of the facilities and equipment. The cost incurred to the college in personal use of any business equipment, including, but not limited to, facsimiles, telecopiers, computers and copy machines, must be reimbursed to the college at the current rate charged at the Secretarial Management Center. A rate schedule is maintained by the Secretarial Management Center. Lighting or audio-visual technician charges are \$12 per technician per hour. Security personnel are available at a to-be-determined fee. Room Charges - based on a flat rate - not pro-rated for partial day use.

- Fine Arts Auditorium - \$250 per day
- Fine Arts/Music Department - \$100 per day - rehearsal room or studio
- Classrooms - \$25 per day
- Main Gymnasium - \$500 per day
- Multi-purpose gymnasium - \$250 per day
- Large Meeting room - \$100 per day
- Medium Meeting room - \$50 per day
- Small Meeting room - \$25 per day

If a portable stage or platform is requested and is not part of the daily room furnishings, a fee of \$20 per stage or platform will be charged. Costs for all other additional items not provided by the College such as technical equipment, etc., shall be the responsibility of the organization sponsoring the event.

The President or his/her designee has the authority to waive charges when deemed prudent or to decline a request for usage when deemed inappropriate.

Audiovisual equipment, LCD data projectors, screens, and sound equipment may (when available) be rented at competitive rates by external clients, at Multimedia Learning Resource Center (MMLRC) discretion. The MMLRC also offers audio production, editing, and duplication at competitive rates, and BCTV offers video production, editing, and video duplication at competitive rates. Offsite events may require setup and operation of equipment by MMLRC or BCTV employees, TEC-E's, or student workers, and may incur extra rates and mileage for these employees time and travel expenses. Call MMLRC or BCTV for rates and availability.

### Usage

All requested facility use must be made for a specified time with all arrangements cleared through the Office of the Vice-President for Student Services. This will avoid conflict and assure custodial service.

Admittance will be granted to groups who have followed the procedure outlined directly above.



Youth or children's activities must have adequate supervision at all times. Supervisors of groups are required to remain in the buildings until all participants have vacated the premises.

All users of the facilities must reimburse the College for any damages to property arising out of their use.

College equipment may be available for use by the requesting organization. Prior arrangements must be made. A service charge may be assessed to the requesting organization.

The requesting organization is responsible for removing all decorations, equipment, and other materials that were brought into the facility immediately following the conclusion of the scheduled event. The requesting organization will leave the facility clean and orderly.

The name of Butler Community College may only be used to identify location. It may not be used in publicity, written or broadcast, and will in no way be used to imply endorsement or approval of the requesting organization's program without written permission by the Vice President of Student Services.

The use of any tobacco products on campus is prohibited on or in college property.

Alcohol shall not be brought onto, consumed or served on college premises except in accordance with Kansas Board of Regents policy as well as Kansas Statute KSA 41-719, Hubbard Welcome Center Use Policy, Policy on Use of College Facilities, Equipment and Services and with final approval of the president.

Alcoholic liquor may only be provided at events which are related to official college functions and/or fundraising activities for the College. The college or the foundation will function as the event sponsor for events in which alcohol is served and require recognition of their sponsorship, including logo use when appropriate, on invitations and promotional materials. The college marketing department must be contacted for correct use of college logos. In addition, the college president or her designee will deliver a welcome message at sponsored events. Such events cannot be open to the general public and only members of the sponsoring organizations, their spouse or significant others, and invited guests may be served alcohol.

Rental documents must include the timeframe for which alcohol will be served.

Student organizations are not allowed to host nor serve liquor at an event.

Event organizers must guarantee that alcoholic liquor will not be served to persons who are not of legal age or who appear to be intoxicated.

At all events in which alcoholic liquor is approved for use, a nonalcoholic beverage must also be available to participants. Food must be available at all functions where alcoholic liquor is served.

No persons under 21 years of age are allowed to possess or to consume cereal malt beverages and/or alcoholic liquor at any event at which these beverages are sold or served. Further, staff under 21 years of age cannot drink while hosting an event as an employee. Student workers who are 21 years of age and older cannot drink before, during or after an event which they are working.

No alcohol may be served except by a licensed caterer. Beer kegs are strictly prohibited.

Security is required for any event in which alcohol is served.

#### Decorations

See procedure on Display of Information

#### Food and Beverages

The College annually contracts with a food service provider. As a courtesy, BCC personnel are encouraged to give consideration to the contracted food service provider for meals or snacks at College sponsored events. However, the College retains the right to purchase such meals or snacks from any source deemed appropriate by the event sponsor. (Rev. 07/14)

#### **Hubbard Welcome Center Use Policy (3/14)**

Philosophy: The Hubbard Welcome Center meeting rooms are available for use by both the college and the community. It is the intent of the college to neither subsidize nor profit from the use of the facility, but to charge nominal fees that cover the cost of utilities, technology and normal wear and tear. The stated fees are for those organizations which are for profit. The not-for-profit rate is half of the stated rate; however, non-profit organizations can submit a request to have fees waived. Such request form is available through the office of the Vice-President for Student Services (316.322.3298).

#### **Hubbard Welcome Center Spaces**

The Hubbard Welcome Center is not available for weddings or funerals. It is not available for church groups to use on a regular, on-going basis.

- Main Level  
Clifford/Stone Community Center (7,174 Sq. Ft.)  
Seats 800 in rows or 480 at round tables – It is normally reserved only for groups over 150.  
Up to \$700 per day (\$100 deposit)

Attention Renters: Parking may be limited during peak class times such as the beginning of the semester and some weekday mornings.

- Lower Level

Intrust Bank Meeting Room (Full room: 1, 230 Sq. Ft.; Half room: 610 Sq. Ft.)  
\$200 for full room  
\$100 for half room

ICI/Tom and Kim Murry Meeting Room (Full room: 1,230 Sq. Ft.; Half room: 610 Sq. Ft.)  
\$200 for full room  
\$100 for half room

- Second Level

Ted and Barb Dankert Trustee Room (1,166 Sq. Ft.)  
This room is reserved for college use only.

### **Hubbard Welcome Center Alcohol Use**

Alcohol shall not be brought onto, consumed or served on college premises except in accordance with the Policy on Use of College Facilities, Equipment and Services, Hubbard Welcome Center Policy, and with final approval of the president.

Use of Alcohol in the Hubbard Welcome Center will also be in accordance with the Kansas Board of Regents ruling as well as Kansas Statute KSA 41-719:

Consumption of alcoholic liquor may be permitted under authorized and appropriately controlled conditions and guidelines to be determined by the chief executive officer of each university and set forth in an institutional policy on service of alcoholic liquor. The service of alcoholic liquor at such events must be approved, in advance, by the chief executive officer of the institution and may only be held in those non- classroom areas, and outside grounds immediately adjacent thereto, which are specifically designated for such activities in the institutional policy on service of alcoholic liquor. Each institution shall file and maintain a current copy of its policy on service of alcoholic liquor with the President and Chief Executive Officer on behalf of the Board.

Further policy dictates that alcohol may only be provided at events that are related to legitimate college functions. The college or the foundation will function as the event sponsor for events in which alcohol is served and require recognition of their sponsorship, including logo use when appropriate, on invitations and promotional materials. The college marketing department must be contacted for correct use of college logos.

Such events cannot be open to the general public and only members of the sponsoring organizations, their spouse or significant others, and invited guests may be served alcohol. Student organizations are not allowed to host nor serve liquor at an event. Event organizers must guarantee that alcoholic liquor will not be served to persons who are not of legal age or who appear to be intoxicated. At all events in which alcoholic liquor is approved for use, a nonalcoholic beverage must also be available to

participants. Food must also be available at all functions where alcoholic liquor is served.

No persons under 21 years of age are allowed to possess or to consume cereal malt beverages and/or alcoholic liquor at any event at which these beverages are sold or served. Further, staff under 21 years of age cannot drink while hosting an event as an employee.

Student workers who are 21 years of age and older cannot drink before, during or after an event which they are working. No alcohol may be served except by a licensed caterer.

A renting organization shall be held financially responsible for any damages resulting from their event.

In instances in which alcohol is served:

- beer kegs are strictly prohibited and as they easily can become out of control and are a poor reflection on the college.
- the times in which alcohol is served must be stated in the rental documents.
- security is required for any event in which alcohol is served. There will be adequate security on hand given the size and nature of the event
- there will not be alcohol served in the Presidential Overlook, made possible by the
- Ken & Wilma Howell Family in honor of Korey Howell.

**RECOMMENDED ACTION:**

The Administration recommends the approval of the Facilities and Property Use Policy and Operating Procedures and the Service of Alcoholic Beverages Policy and Operating Procedures.

**RECOMMENDED FUNDING SOURCE:**

Not applicable

Submitted by: Dr. Kimberly Krull

Supervisor:

Date: July 14, 2020

**TOPIC for ACTION**  
**MUTUAL GAINS BARGAINING OUTCOME**

**REPORT:**

The Mutual Gains Bargaining Team reached a final package and was presented to the professional employees for ratification. If ratified, a summary of the negotiated items and outcomes of the Mutual Gains Bargaining process will be provided at the July 14, 2020 Board of Trustee meeting.

**RECOMMENDED ACTION:**

The administration recommends the Board of Trustees ratify the final package as outlined and as ratified by the Professional Employees.

**RECOMMENDED FUNDING SOURCE:**

Operating Budget

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kimberly Krull
Date:	June 14, 2020

<b>PERSONNEL</b>
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**TOPIC for ACTION**  
**Retirement of Janece English**

**REPORT:**

Janece English, full-time Custodial Technician, has submitted her notice of resignation (retirement) effective July 31, 2020. Janece has been a full-time employee of Butler Community College for 10 years.

**RECOMMENDED ACTION:**

The administration recommends that the Board accept the resignation notice for Janece English.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	July 1, 2020



May 14, 2020

Jessica Mitchell, Supervisor  
Custodial Services  
Facilities Management  
Butler Community College

Dear Jessica,

I have worked at Butler Community College for 18 years with the last 10 being a custodial Technician.

I am retiring early and my last working day is effective July 31, 2020.

Sincerely,



Janice English

**TOPIC for ACTION**  
**Retirement of Susan Pfeifer**

**REPORT:**

Susan Pfeifer, full-time Mathematics Instructor, has submitted her notice of resignation (retirement) effective July 31, 2020. Susan has been a full-time employee of Butler Community College for 31 years.

**RECOMMENDED ACTION:**

The administration recommends that the Board accept the resignation notice for Susan Pfeifer.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	July 1, 2020

**Kathy Conner**

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**From:** Susan Pfeifer  
**Sent:** Sunday, May 17, 2020 4:31 PM  
**To:** Kathy Conner  
**Subject:** Retirement letter

Kathy (and the Butler Board),  
This letter is to inform you that after 31 1/2 years, I am retiring from Butler Community College effective August 1, 2020. Thank you so much.

Susan Pfeifer, Ph.D.  
Professor of Mathematics and  
Leadership Development  
Butler of Andover

## CONSENT AGENDA



- Let's Take Tomorrow -

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**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE REGULAR BOARD MEETING  
4:30 p.m., Tuesday, June 9, 2020 – Dankert Board Room**

### **STAFF ATTENDANCE**

Lora Jarvis	Tom Borrego
Tevin Manual	Lori Winningham
Jessica Ohman	Kim Krull
Phil Speary	Terry Sader
Bill Rinkenbaugh	Bill Young
Kent Williams	

### **BOARD ATTENDANCE**

Mary Martha Good, Zoom  
Jim Howell  
Doug Law  
Lance Lechtenberg  
Forrest Rhodes  
Shelby Smith  
Julie Winslow

### **GUESTS**

Susan Dick  
Katy Wohlgemuth  
Briana Salinas  
Carrena Watts  
Melissa Shinkle  
Natoshia Tillman  
Samantha Aitchison  
Jennifer McAllister  
Ryan Murry – ICI Insurance  
Ray Connell – Legal Counsel

### **CALL TO ORDER**

Chair Howell called the regular monthly meeting of the Board of Trustees to order at 4:32 p.m.

### **APPROVAL OF THE AGENDA**

Trustee Lechtenberg moved to approve the agenda as presented. Trustee Good seconded. The motion passed unanimously.

### **EXECUTIVE SESSION**

Trustee Law moved that the Board recess into Executive Session for consultation with legal counsel to receive advice concerning litigation pursuant to the open meetings exception for matters protected by attorney-client privilege and that the Trustees,

President Kim Krull and Ray Connell be included. Trustee Rhodes seconded. The motion passed unanimously.

The Open meeting will resume here in the Dankert Board Room in 45 minutes. The Board entered Executive Session at 4:36 p.m.

The Board re-entered regular session at 5:21 p.m.

### **RECOGNITIONS**

- **Nursing Mentorship Program** – Monica Dobbins
- **Published Research in Community College Daily** – Esam Mohammad

### **PUBLIC COMMENT**

The following individuals offered public comment regarding the closing of EduCare:

- Susan Dick
- Katy Wohlgemuth
- Briana Salinas
- Carrena Watts
- Melissa Shinkle
- Natoshia Tillman
- Samantha Aitchison
- Jennifer McAllister

### **STANDING REPORTS**

Professional Employees – Terry Sader only wanted to note for the board that faculty continue to be engaged and supportive of the safe reopening of the campuses in classrooms for the fall semester.

Board Finance Committee – Trustee Lechtenberg reported that summer enrollment is looking good compared to expectations. The revenues are on track and the expenses are down a little due to the shutdown of campus.

KACCT/COP Update – Trustee Good reported that the KACCT met on Saturday June 6<sup>th</sup>. She said it was a pleasure to meet her peers and the presidents attending. Not much business went on, except for the financials, our membership, and what the ledger looks like. No business actions were taken, and she believes the next meeting will probably in person, this summer.

Dr. Krull reported that they had a lot of funding discussions at the COP. The governor's budget still includes the \$7.5 million that was inserted for Excel in CTE which is the career tech courses for high school students. There's a little bit of funding on the tiered and non-tiered side but that funds the Excel in CTE at 100% which has not been funded that way before. We're hoping that that funding stream stays. We anticipate that the governor will have to make allotments late summer or early fall so the funding is not certain at this time.

They also talked about some legislative updates they expected to pass, but didn't get through including the Kansas Promise Act which was the last dollar tuition free for Kansas High School students. The Kansas Promise Act did get passed, but the governor vetoed it because they didn't tie it to a fiscal note.

Discussions are still underway between the colleges about getting back to work and opening residence halls and hosting face to face classes in the fall.

KBOR is discussing aligning all higher ed spring breaks for AY2021-2022 to allow for everyone to plan around them.

Foundation Board Report – Trustee Rhodes reported that they held their quarterly meeting in May with two notable takeaways. First, at the request of the college, the Foundation looked into possible ways to assist targeting scholarships at the enrollment level so the Foundation was able to allocate \$100,000 in addition to their annual scholarship fund to help with initial scholarships when people enroll. The Foundation also granted back \$135,000 in Foundation staff salaries that the college would normally pay for. The Foundation is going to assume that cost this year and give the money back to the college.

President's Report – Dr. Krull shared that CIMT has developed a Return to Work Guide that has been emailed out to all of the employees. It is an overarching guide and the departments will make specific plans based on traffic flow, staffing, etc. to phase bringing people back to campus.

We are also in the process of restocking our PPE that was donated to area hospitals. The college is strongly encouraging visitors, students, and employees to wear masks and will work to make PPE available to students and staff.

As discussed in the Finance Committee Update, summer enrollment does look good this summer. We hit where we were last summer (just over 16,000) and this summer we have 16,100 credit hours. Fall enrollment is still down, but Dr. Krull believes that people are waiting to decide and expects a high last minute enrollment count.

In July, we will need to have a special meeting for the Notice of Public Hearing. This meeting is very brief and just allows us to share the notice of our budget hearing in August. The very last date we can have the meeting is July 28<sup>th</sup> at 5:00 p.m. to allow for the 10 days required by statutes. Lora will send out more information soon.

Dr. Krull also mentioned planning a time when the Trustees could meet to look at the strategic plan. Exec Council is getting together on June 30<sup>th</sup> for their planning retreat. After that, the Board could meet to help provide some insight and input into the plan. With the budget work session in July, I do not think we want to add another work session for this so we might have to look at a different day.



**MONITOTRING REPORTS** – Dr. Phil Speary shared the annual report for the Academic Support and Effectiveness Division.

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

**Fiscal Year 2021 Budget Discussion** – Dr. Krull shared the following spreadsheet with information on what cuts the college can expect to make and how the Vice Presidents and Exec Council have looked at managing the necessary cuts.

FY2021 Budget Presented to BOT - March 10th			
Information presented to the BOT on March 10th for FY2021 Budget			
Operating Revenues:	\$51,034,229		
Expenditure Budget:	\$52,737,616		
Anticipated Unspent:	\$1,096,417		
Total Expenditures:	\$51,641,199		
Rev. Under Exp:	(\$606,970)		
Reg. Unencumb \$:	\$6,535,505		
End. Unencumb \$:	\$5,928,336		
FY2021 Revenue Changes for Budget Plan			
Expect 15% decrease in local tax revenues	\$2M loss		
Worst case in state funding	\$1.5 M loss		
Tuition and Fee decreases		only funding source we can control	
FY20201 Budget Plans			
Expected \$3+ M loss in revenue		(6.25% decrease)	
PERSONNEL		NON-PERSONNEL	
Employee salary freeze	\$683,475	Facilities projects	\$350,000
Salary Equity	\$190,000	Travel Reductions	\$150,000
Furloughs-salaried employees	\$662,474	additional general budget reductions	\$323,047

## **BOARD ACTION ITEMS**

**Property Insurance Renewal** – Kent Williams and Ryan Murry discussed property insurance premiums and the other insurance the college carries. Because Marsh USA, the college's property insurer through the MHEC (Midwest Higher Education Compact), did not renew the Butler program and told us on May 20<sup>th</sup>, ICI has been working diligently to find Butler a new policy. The below table shows the needs for the rest of the insurance through ICI.



**Butler Community College**  
20-21 Property and Casualty Insurance Renewal

	Carrier	2019-20	2020-21	% Change
<b>Property</b>	<b>MHEC</b>	<b>\$144,663</b>	<b>PENDING</b>	
Limit		\$152,221,584	\$155,342,886	2.05%
Business Income		\$15,228,535	\$14,133,418	-7.19%
Deductible		\$25,000	\$25,000	
Wind/Hail Deductible		\$300,000	PENDING	
<b>Broker Fee</b>		<b>\$14,000</b>	<b>\$14,000</b>	
<b>General Liability</b>	<b>Trident</b>	<b>\$49,978</b>	<b>\$47,468</b>	-5.02%
Limit		\$1M/\$2M	\$1M/\$2M	
<b>Commercial Auto</b>	<b>Trident</b>	<b>\$56,728</b>	<b>\$68,767</b>	21.22%
Liability Limit		\$1,000,000	\$1,000,000	
No of Units		87	80	-8.05%
<b>Inland Marine</b>	<b>Travelers</b>	<b>\$3,671</b>	<b>\$3,683</b>	0.33%
Scheduled Equipment		\$471,759	\$471,759	0.00%
Deductible		\$1,000	\$1,000	0.00%
<b>Crime</b>	<b>Great American</b>	<b>\$3,666</b>	<b>\$3,933</b>	7.28%
Limit		\$500,000	\$500,000	0.00%
Deductible		\$25k/\$10k	\$25k/\$10k	
<b>Law Enforcement Liability</b>	<b>Trident</b>	<b>\$4,501</b>	<b>\$4,686</b>	4.11%
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	
<b>Educators Legal Liability</b>	<b>Trident</b>	<b>\$18,144</b>	<b>\$18,243</b>	0.55%
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	
<b>Employment Practices Liability</b>	<b>Trident</b>	<b>\$55,308</b>	<b>\$55,544</b>	0.43%
Limit		\$1M/\$2M	\$1M/\$2M	
Retention		\$10,000	\$10,000	
<b>Umbrella</b>	<b>Trident</b>	<b>\$30,678</b>	<b>\$30,356</b>	-1.05%
Limit		\$5,000,000	\$5,000,000	
Retention		\$0	\$0	
<b>Workers Compensation</b>	<b>Accident Fund</b>	<b>\$117,246</b>	<b>\$115,737</b>	-1.29%
Payroll		\$32,662,203	\$30,543,938	-6.49%
Experience Mod		0.71	0.74	4.23%
<b>Museum Floater</b>	<b>Hartford</b>	<b>\$2,500</b>	<b>\$2,500</b>	0.00%
Museum Collection		\$100,000	\$100,000	
Loan Collection		\$100,000	\$100,000	
Deductible		\$1,000	\$1,000	
<b>Media (Broadcasters) Liability</b>	<b>Capitol Indemnity</b>	<b>\$3,096</b>	<b>\$3,096</b>	0.00%
Limit		\$1,000,000	\$1,000,000	
Deductible		\$10,000	\$10,000	
<b>Student Professional E&amp;O</b>	<b>Liberty</b>	<b>\$15,384</b>	<b>\$15,510</b>	0.82%
Limit		\$1M/\$3M	\$1M/\$3M	



**Butler Community College**  
20-21 Property and Casualty Insurance Renewal

Wellness Center Prof. Liability	Chubb	\$5,432	\$6,216	14.43%
Limit		\$1M/\$3M	\$1M/\$3M	
Deductible		\$2,500	\$2,500	
Grizzly Adventures Liability	Atain	\$5,645	\$5,889	4.32%
Limit		\$1M/\$2M	\$1M/\$2M	
Cyber Liability	Evolve (Lloyd's)	\$8,904	PENDING	
Limit		\$2,000,000	\$2,000,000	
Retention		\$10,000	\$10,000	
Revenue		\$28,000,000	\$51,000,000	82.14%
TOTAL		\$539,544	PENDING	

Trustee Rhodes moved approve all FY2021 insurance policies that have a firm commitment as shown on the renewal schedule and approve the authority for the college administrative staff to approve the property insurance since a firm commitment is not available today, June 9<sup>th</sup>. Trustee Lechtenberg seconded. The motion passed unanimously.

Early Retirement Policy Revisions – Shelley Stultz was unable to make the meeting so this topic was put on hold for the July meeting.

CERTA Welding Certification Program – The Butler welding program prepares students for a career in welding covering SMAW, GMAW, GTAW, and Oxy-fuel welding processes, all as applied to both ferrous and non-ferrous metals as well as position and out of position welding. Students will learn numerous industry recognized cutting processes, both manual and CNC (computer numerically controlled), receive in-depth training in Blueprint Reading and Metallurgy, and have the opportunity to become AWS certified in the SMAW, GMAW, and GTAW processes. This additional sub-set certificate of our Welding program will provide students another opportunity for credentials in the processes of SMAW (shielded metal arc welding, GMAW (gas metal arc welding), and GTAW (gas tungsten arc welding).

This welding certificate is a new subset of the KBOR approved welding program that is already available to students attending Butler. This certificate would allow them to complete the program in fewer hours to gain employment quicker. There will be no additional costs to the college for faculty or supplies.

Trustee Law moved to approve the CERTA in Welding. Trustee Smith seconded. The motion passed unanimously.

### **CONSENT AGENDA**

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

- Approval of Minutes of Regular Board Meeting of May 12, 2020
- Approval of Minutes of Special Board Meeting of May 28, 2020
- Approval of Bills and Warrants for May 2020 in the amount of \$6,060,975.40 (includes Expenditure Approval List - \$2,857,279.71 and Payroll - \$3,203,695.69)
- Adoption of Payment of Claims Resolution
- Adoption of Designation of Depository Accounts
- Adoption of Resolution 20-08 to non-renew contract for Donnie Smith
- Approval of Fiber Hardening Project in the amount of \$44,133.00
- Ratification of Salem Home Clinical Affiliation Agreement
- Ratification of BETA CDL Training Program
- Ratification of McGraw Hill Inclusive Access
- Ratification of Verba/Vital Source Agreement

### **SUPPLEMENTAL INFORMATION**

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – None

### **Board Calendars**

<b>BOARD OF TRUSTEES CALENDAR OF ACTIVITIES MAY – JUNE</b>
--

<b>June Board Finance Committee</b>	Tuesday, June 9, 3:30 p.m. Dankert Board Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>June Board Meeting</b>	Tuesday, June 9, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>July Board Finance Committee</b>	Tuesday, July 14, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>July Board Meeting</b>	Tuesday, July 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

<b>2019-2020 Board Meeting Dates</b>
--------------------------------------

Tuesday, June 9, 2020
-----------------------

Tuesday, July 14, 2020
------------------------

<b><u>LOOKING AHEAD</u></b>		
<b>August Board Finance Committee</b>	Tuesday, August 11, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>August Board Meeting</b>	Tuesday, August 11, 4:30 p.m. Dankert Board Room	<b>ALL TRUTEES</b>
<b>September Board Finance Committee</b>	Tuesday, September 8, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>September Board Meeting</b>	Tuesday, September 8, 4:30 p.m. Dankert Board Room	<b>ALL TRUTEES</b>

### **Spring 2020 ACTIVITY CALENDAR**

Circle of Gold Society Luncheon	Fri, June 19 - CANCELED
Independence Day (Observed) – COLLEGE CLOSED	Fri, July 3
Summer Classes End	Fri, July 24

### **ADJOURNMENT**

Trustee Law moved to adjourn the meeting. Trustee Winslow seconded. The motion passed unanimously. The regular meeting of June 9, 2020 was adjourned at 7:46 p.m.

---

Doug Law – Secretary

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**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE SPECIAL BOARD MEETING  
5:30 p.m., Thursday, June 25, 2020 – Dankert Board Room**

**STAFF ATTENDANCE**

Lora Jarvis	Kim Krull
Bill Rinkenbaugh (Z)	Phil Speary (Z)
Jessica Ohman (Z)	Lori Winningham (Z)
Terry Sader (Z)	Tom Borrego (Z)
Shelley Stultz (Z)	Esam Mohammad (Z)
Kent Williams (Z)	

**BOARD ATTENDANCE**

Mary Martha Good (Z)  
Jim Howell  
Doug Law  
Lance Lechtenberg  
Forrest Rhodes  
Shelby Smith  
Julie Winslow

**GUESTS**

Ray Connell, Legal Counsel  
Jim Robinson, Legal Counsel  
Tom Bordenkircher, HLC (Z)

\* (Z) Denotes they joined the meeting via Zoom

**CALL TO ORDER**

Chair Howell called the regular monthly meeting of the Board of Trustees to order at 5:30 p.m.

**EXECUTIVE SESSION**

Trustee Law moved that the Board recess into Executive Session for consultation with legal counsel to receive advice concerning the college's legal liabilities, pursuant to the open meetings exception for matters protected by attorney-client privilege and that the Trustees, President Kim Krull, Ray Connell, and Jim Robinson be included. Trustee Winslow seconded. The motion passed unanimously.

The Open meeting will resume here in the Dankert Board Room in 30 minutes. The Board entered Executive Session at 5:32 p.m.

Trustee Rhodes moved to re-enter executive session with legal counsel for no more than 20 additional minutes. Trustee Winslow seconded. The motion passed unanimously.

The Board re-entered Executive Session at 6:03 p.m.



The Board returned to Open session at 6:23 p.m.

**BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**

Higher Learning Commission – Dr. Tom Bordenkircher, Vice President for Accreditation Relations with the Higher Learning Commission (HLC), will discuss HLC's expectations for adherence to accreditation standards. Butler Community College has been continuously accredited with the Higher Learning Commission since 1970.

**ADJOURNMENT**

Trustee Law moved to adjourn the meeting. Trustee Winslow seconded. The motion passed unanimously. The special meeting of June 25, 2020 was adjourned at 7:23 p.m.

---

Doug Law – Secretary

<b>BILLS AND WARRENTS</b>
---------------------------

**TOPIC for ACTION**

**REPORT:**

Bills and Warrants for June 2020 - \$4,959,554.43 (includes Expenditure Approval List - \$2,746,752.52 and Payroll - \$2,212,801.91).

**RECOMMENDED ACTION:**

Approval of June 2020 bills and warrants.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:

Sariah Wilson

Supervisor:

Yolanda Hackler

Date:

July 1, 2020

<b>OFFICIAL APPOINTMENTS AND DESIGNATIONS FOR 2020-2021</b>
---

**TOPIC for ACTION**  
**Affirmation of Legal Service Provider**

**REPORT:**

The College has a long-standing relationship with Connell and Connell as our designated legal firm. The administration has been well pleased with the service and advice we have received.

**RECOMMENDED ACTION:**

Approve the firm of Connell and Connell as the designated legal counsel for the college.

**RECOMMENDED FUNDING SOURCE:**

General Fund

Submitted by:	Kim Krull
Supervisor:	Board of Trustees
Date:	July 1, 2020

**TOPIC for ACTION**  
**Designated Newspaper for Publication of Notices**

**REPORT:**

The Butler County Times-Gazette is the official publication of college notices.

**RECOMMENDED ACTION:**

The Administration recommends that the Board designate the Butler County Times-Gazette as the newspaper to be used as the official publication of college notices.

**RECOMMENDED FUNDING SOURCE:**

NA

Submitted by:	Kim Krull
Supervisor:	Board of Trustees
Date:	July 1, 2020

<b>RESOLUTIONS</b>
--------------------

**TOPIC for ACTION**  
**Resolution for Municipal Investment Pool**

**REPORT:**

A new resolution for Emprise Bank (Council Grove) needs to be approved due to the change of the Staff Accountant position.

**RECOMMENDED ACTION:**

The Board of Trustees pass the following resolution due to the change in the Staff Accountant position.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Kim Sherwood
Supervisor:	Kent Williams
Date:	June 29, 2020



## Corporate Authorization Resolution



**EMPRISE BANK®**

PO BOX 2970  
WICHITA, KS 67201  
316-383-4301 • 855-383-4301

By: BUTLER COUNTY COMM COLLEGE  
ATTN: KIM SHERWOOD  
901 S Haverhill Rd  
El Dorado, KS 67042-3280

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, \_\_\_\_\_, certify that I am Secretary (clerk) of the above named corporation organized under the laws of \_\_\_\_\_, Federal Employer I.D. Number 48-0690383, engaged in business under the trade name of Butler Community College, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on \_\_\_\_\_ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
Bobbi Eaton		
A. <u>Staff accountant</u>	X <u>Bobbi Eaton</u>	X _____
Kim Sherwood		
B. <u>Director of accounting</u>	X <u>Kim Sherwood</u>	X _____
Kent Williams		
C. <u>VP of finance</u>	X <u>Kent Williams</u>	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____



## RE-CERTIFICATION OF BENEFICIAL OWNERSHIP

I hereby certify, to the best of my knowledge, that the information provided on the Certification of Beneficial Ownership for the entity listed below is still accurate and up-to-date, and agree to notify Emprise Bank of any change in such information.

Name of Legal Entity: Butler Community College  
Tax Identification Number: 48-0690383  
Date of Certification of Beneficial Ownership: 03/19/2020

Signature:



Kim Sherwood  
Kim Sherwood Director of Accounting

Print Name and Title

Date:

3/25/2020



## II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

Name of Natural Person Opening Account:	Title of Natural Person Opening Account:
Type of Legal Entity for Which the Account is Being Opened:	Legal Entity Identifier (Optional):
Name of Legal Entity for Which the Account is Being Opened: Butler County Comm College	
Physical Address of Legal Entity for Which the Account is Being Opened: 901 S Haverhill Rd El Dorado, KS 67042-3280	
Account Type (Optional): BUSINESS BASICS	Account Number (Optional): 6386482

Provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name (Beneficial Owner)		Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number <sup>1</sup>
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance

☐ If checked, Beneficial Owner listing requirement is Not Applicable

Certification of Beneficial Owners with Verification  
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118051.00  
Page 2 of 4

Provide the following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- ◆ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- ◆ Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under the ownership section above may also be listed in the section below).

Name/Title (of Person with Control)		Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number <sup>1</sup>
First	M.I.		Street		Number
Last	Suffix		City		Country of Issuance
Title			State & Zip		

<sup>1</sup> In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct. Also, the Legal Entity named above agrees to notify the Financial Institution of any change in the beneficial ownership information on this Certification.

Signature: Kent Williams

Date: 3-19-2020

**For Institution Use Only:**

Name of Beneficial Owner	Type of Document	Document ID Number	Place of Issuance	Date of Issuance	Expiration Date
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

Certification of Beneficial Owners with Verification  
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CERT-66N-V 3/1/2018  
(1509).00  
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PO BOX 2970  
WICHITA, KS 67201  
316-383-4301 • 855-383-4301

Agreement Date: 3/19/2020 By: ACROSLEY

☐ EXISTING Account - This agreement replaces previous agreement(s).

Account Description:

**BUSINESS BASICS**

☒ Checking ☐ Savings ☐ NOW ☐  
Initial Deposit \$ .00 Source: \_\_\_\_\_

Ownership of Account - CONSUMER Purpose

- ☐ Individual ☐ \_\_\_\_\_  
☐ Joint - With Survivorship (and not as tenants in common)  
☐ Joint - No Survivorship (as tenants in common)  
☐ Trust - Separate Agreement

☐ Revocable Trust or ☐ Pay-on-Death Designation  
as Defined in this Agreement

(Name and Address of Beneficiary):

Ownership of Account - BUSINESS Purpose

- ☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership  
☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)  
☒ C Corporation ☐ S Corporation ☐ Non-Profit  
☐ \_\_\_\_\_

Business:

Backup Withholding Certifications (Non-U.S. Person - Use separate Form W-9)

☒ By signing at right, I, Butler County Comm College,  
certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 48-0690383 The Taxpayer Identification  
Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup  
withholding either because I have not been notified that I am subject to backup  
withholding as a result of a failure to report all interest or dividends, or the Internal  
Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue  
Service Regulations. Exempt payee code (if any) \_\_\_\_\_

FATCA Code. The FATCA code entered on this form (if any) indicating that I am  
exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined  
in the instructions).

# ACCOUNT AGREEMENT

Account  
Number: 6386482

Account Owner(s) Name & Address  
**BUTLER COUNTY COMM COLLEGE**  
ATTN: KIM SHERWOOD  
901 S Haverhill Rd  
El Dorado, KS 67042-3280

Additional Information:

Signature(s). The undersigned certifies the accuracy of the information herein has  
provided and acknowledges receipt of a completed copy of this form. The undersigned  
authorizes the financial institution to verify credit and employment history under have  
a credit reporting agency prepare a credit report on the undersigned, as individuals.  
The undersigned also acknowledges the receipt of a copy and agree to the terms of the  
following agreement(s) and disclosure(s):

- ☒ Terms & Conditions ☐ Truth in Savings ☒ Funds Availability  
☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks  
☐ Common Features ☒ **SCHEDULE OF CHARGES**

The Internal Revenue Service does not require your consent to any  
provision of this document other than the certifications required to  
avoid backup withholding.

(1): ☒ Bobbi East  
Bobbi East

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(2): ☒ Kim Sherwood  
Kim Sherwood

I.D. # \_\_\_\_\_ D.O.B. 6/17/1974

(3): ☒ Kent Williams  
Kent Williams

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(4): ☐ \_\_\_\_\_

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

☐ Authorized Signer (Individual Accounts Only)

☒ \_\_\_\_\_

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_



## Certification of Beneficial Owners of Legal Entities

Financial Institution Name: Emprise Bank		Financial Institution Location: PO BOX 2970, Wichita, KS 67201
Financial Institution Contact Person: <i>Aisha Crowley</i>	Contact Phone Number:	Customer Portfolio/Identifier:

### I. GENERAL INSTRUCTIONS

#### What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

#### Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

#### What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.



- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**Effect on Previous Resolutions.** This resolution supersedes resolution dated \_\_\_\_\_ . If not completed, all resolutions remain in effect.

**Certification of Authority**

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on  
3/19/2020 (date).



Secretary

Attest by One Other Officer

**For Financial Institution Use Only**

Acknowledged and received on

(date) by \_\_\_\_\_ (initials)

☐ This resolution is superseded by resolution dated

Comments:



**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A, C</u>	(1) Exercise all of the powers listed in this resolution.	<u>2</u>
<u>C</u>	(2) Open any deposit or share account(s) in the name of the Corporation.	<u>1</u>
<u>A, C</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>2</u>
<u>C</u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	<u>1</u>
<u>C</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	<u>1</u>
<u>A, B, C</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u>2</u>
	(7) Other:	

**Limitations on Powers.** The following are the Corporation's express limitations on the powers granted under this resolution.

#### Resolutions

**The Corporation named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

<b>BIDS AND PURCHASES</b>
---------------------------

**TOPIC for ACTION  
2020-2021 KACCT Dues**

**REPORT:**

Annual KACCT dues for 2019-2020 are \$27,915.

The 2020-2021 KACCT Dues are less than the \$37,035.82 we paid for 2019-2020.

**RECOMMENDED ACTION:**

Board approval of payment of KACCT dues in the amount of \$27,915.

**RECOMMENDED FUNDING:**

General Fund

Submitted by:	Lora Jarvis
Supervisor:	Kim Krull
Date:	July 1, 2020



# INVOICE

700 SW Jackson, Ste. 1000  
Topeka KS 66603  
Phone 785-221-2828

INVOICE #6- REGULAR DUES  
DATE: JUNE 8TH, 2020  
Due:

July 8th, 2020

To:

Butler Community College  
901 S Haverhill  
Eldorado, KS 67042

[illegible]

Make all checks payable to : KACCT

If you would like to pay electronically please email Heather Morgan at [hmorgan@kacct.org](mailto:hmorgan@kacct.org) to set up electronic payment options.

If you have any questions concerning this invoice, contact Heather Morgan, [hmorgan@kacct.org](mailto:hmorgan@kacct.org) or 785-221-2828.

Thank you for your support!

**TOPIC for Action**  
**Ratification of Oracle Annual Renewal FY 2021**

**REPORT:**

Information Services is requesting renewal of the Oracle technical support services. Oracle is used by the Information Services Enterprise Applications. This support renewal for Oracle/Sun hardware is used to support our Banner, Degreeworks, and Luminis applications. It includes support for the servers, disk arrays, and the fibrechannel SAN switches which connect them.

This is an annual renewal of service agreements:

2306454	\$213,114.27
SUN-US1058713	\$36,972.59
5553526	\$856.86

**RECOMMENDED ACTION:**

Board approval of Oracle Annual Renewal for a total amount of \$250,943.72.

**RECOMMENDED FUNDING SOURCE:**

Information Service Enterprise Applications-Software Budget

Submitted by:	Bill Young, Vice President of Digital Transformation / CIO
Supervisor:	Dr. Kim Krull
Date:	July 1, 2020

## Support Service Renewal Summary

**Support Service Number:** 2306454 R@05-JUL-2019 12:55:19  
**Customer:** Butler Community College  
**Start Date:** 16-JUL-20  
**Renewal Method:** Annual  
**Billing Terms:** Quarterly in Arrears  
**Agreement:** US-OMA-1164550 (Schedules C-H-M-P-S)  
**Support Services Offered By:** Oracle America, Inc.

Quote To Details	Bill To Details	Ship To Details	Payment Information
Amy Kerschner Butler Community College 901 S Haverhill Rd EL DORADO, BUTLER, KS 67042 United States  akerschner@butlercc.edu Phone 316 7334395	Accounts Payable Butler Community College Account Payable 901 South Haverhill Rd. EL DORADO, BUTLER, KS 67042 United States  accounts payable@butlercc.edu Phone 1 316 3223219 Fax 1 316 3236010	Butler Community College Information Services 901 S Haverhill Rd El Dorado, Butler, KS 67042 United States	Support service was renewed by invoice

### Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level/Type	Start Date	End Date	Total Price
Oracle Database Enterprise Edition - Named User Plus Perpetual	15479007	9208		FULL USE	July 16, 2020	July 15, 2021	US\$59,824.57
Oracle Diagnostics Pack - Named User Plus Perpetual	15479007	9208		FULL USE	July 16, 2020	July 15, 2021	US\$5,022.53
Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	15479007	9208		FULL USE	July 16, 2020	July 15, 2021	US\$47,755.60
Oracle Internet Developer Suite - Named User Plus Perpetual	15479007	7		FULL USE	July 16, 2020	July 15, 2021	US\$4,814.94
Oracle Programmer - Named User Plus Perpetual	15479007	5		FULL USE	July 16, 2020	July 15, 2021	US\$751.07
Oracle Tuning Pack - Named User Plus Perpetual	15479007	9208		FULL USE	July 16, 2020	July 15, 2021	US\$5,022.53
Program Technical Support Fees:							US\$123,191.04

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level/Type	Start Date	End Date	Total Price
Oracle Database Enterprise Edition - Named User Plus Perpetual	18062076	890		FULL USE	July 16, 2020	July 15, 2021	US\$14,846.30
Oracle Diagnostics Pack - Named User Plus Perpetual	18062076	890		FULL USE	July 16, 2020	July 15, 2021	US\$1,562.49
Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	18062076	890		FULL USE	July 16, 2020	July 15, 2021	US\$10,939.19
Oracle Tuning Pack - Named User Plus Perpetual	18062076	890		FULL USE	July 16, 2020	July 15, 2021	US\$1,562.49
Program Technical Support Fees:							US\$28,910.47

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level/Type	Start Date	End Date	Total Price
Oracle Database Enterprise Edition - Named User Plus Perpetual	18561620	226		FULL USE	July 16, 2020	July 15, 2021	US\$3,660.11
Oracle Diagnostics Pack - Named User Plus Perpetual	18561620	226		FULL USE	July 16, 2020	July 15, 2021	US\$385.27
Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	18561620	226		FULL USE	July 16, 2020	July 15, 2021	US\$2,696.96
Oracle Tuning Pack - Named User Plus Perpetual	18561620	226		FULL USE	July 16, 2020	July 15, 2021	US\$385.27
Program Technical Support Fees:							US\$7,127.61

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level/Type	Start Date	End Date	Total Price
Oracle Database Enterprise Edition - Named User Plus Perpetual	16870961	2039		FULL USE	July 16, 2020	July 15, 2021	US\$27,670.74
Oracle Diagnostics Pack - Named User Plus Perpetual	16870961	2039		FULL USE	July 16, 2020	July 15, 2021	US\$2,912.72
Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	16870961	2039		FULL USE	July 16, 2020	July 15, 2021	US\$20,388.97
Oracle Tuning Pack - Named User Plus Perpetual	16870961	2039		FULL USE	July 16, 2020	July 15, 2021	US\$2,912.72
Program Technical Support Fees:							US\$5,885.15
Subtotal:							US\$213,114.27
Estimated Tax:							US\$0.00
Total:							<b>US\$213,114.27</b>

## Support Service Renewal Summary

Support Service Number: SUN-US1058713 R@29-APR-2019 15:12:17  
 Customer: Butler Community College  
 Start Date: 01-JUL-20  
 Renewal Method: Annual  
 Billing Terms: Quarterly in Arrears  
 Agreement: US-OMA-1164550 (Schedules C-H-M-P-S)  
 Support Services Offered By: Oracle America, Inc.

Quote To Details:	Bill To Details:	Ship To Details:	Payment Information:
Amy Kerschner Butler Community College 901 S Haverhill Rd EL DORADO, BUTLER, KS 67042 United States  akerschner@butlercc.edu Phone: 316 3236330	Accounts Payable Butler Community College Account Payable 901 South Haverhill Rd. EL DORADO, BUTLER, KS 67042 United States  accounts payable@butlercc.edu Phone: 1 316 3223219 Fax: 1 316 3236010	Butler Community College Information Services 901 S Haverhill Rd El Dorado, Butler, KS 67042 United States	Support service was renewed by invoice

[View All Details](#)

### Hardware Technical Support Services

Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Total Price
<b>Installed at BUTLER COUNTY COMMUNITY COLLEGE - 901 S HAVERHILL RD, EL DORADO, KS 67042, US</b>						
Brocade 300 24-port FC 4G SFP		16901232	1	July 1, 2020	June 30, 2021	US\$423.65
<a href="#">View Details</a>						
Brocade 300 POD 4GB		16901232	1	July 1, 2020	June 30, 2021	US\$256.95
Brocade 300 POD 4GB		16901232	1	July 1, 2020	June 30, 2021	US\$256.95
SE T2000 8CORE 1.2GHZ 16GB2X73		16901232	1	July 1, 2020	June 30, 2021	US\$2,163.56
<a href="#">View Details</a>						
SE T2000 8CORE 1.2GHZ 16GB2X73		16901232	1	July 1, 2020	June 30, 2021	US\$2,975.60
<a href="#">View Details</a>						
SE T2000 8CORE 1.2GHZ 16GB2X73		16901232	1	July 1, 2020	June 30, 2021	US\$1,975.60
<a href="#">View Details</a>						
SE TS120 8CR 1.2GHZ 32GB 2X146		16901232	1	July 1, 2020	June 30, 2021	US\$2,090.17
<a href="#">View Details</a>						
SE TS120 8CR 1.2GHZ 32GB 2X146		16901232	1	July 1, 2020	June 30, 2021	US\$2,477.26
<a href="#">View Details</a>						
SPV240,2x1.5GHz,8GB,2x73GB		16901232	1	July 1, 2020	June 30, 2021	US\$1,639.24
<a href="#">View Details</a>						
SPV240,2x1.5GHz,8GB,2x73GB		16901232	1	July 1, 2020	June 30, 2021	US\$1,639.24
<a href="#">View Details</a>						
SPV240,2x1.5GHz,8GB,2x73GB		16901232	1	July 1, 2020	June 30, 2021	US\$1,639.24
<a href="#">View Details</a>						
SPV240,2x1.5GHz,8GB,2x73GB		16901232	1	July 1, 2020	June 30, 2021	US\$1,639.24
<a href="#">View Details</a>						
SPV240,2x1.5GHz,8GB,2x73GB		16901232	1	July 1, 2020	June 30, 2021	US\$1,639.24

SPV345 2x1.5GHz 8GB 2x73GB	16901232	1	July 1, 2020	June 30, 2021	US\$1,639.24
<a href="#">View Details</a>					
SPV345 2x1.5GHz 8GB 2x73GB 3xPSU	16901232	1	July 1, 2020	June 30, 2021	US\$2,065.35
<a href="#">View Details</a>					
SPV345 2x1.5GHz 8GB 2x73GB 3xPSU	16901232	1	July 1, 2020	June 30, 2021	US\$2,767.05
<a href="#">View Details</a>					
SE T2000 BCORE 1.2GHz 16GB 2X73	16999691	1	July 1, 2020	June 30, 2021	US\$2,189.57
<a href="#">View Details</a>					
SE T2000 BCORE 1.2GHz 16GB 2X73	16999691	1	July 1, 2020	June 30, 2021	US\$2,189.57
<a href="#">View Details</a>					
SE T2000 BCORE 1.2GHz 16GB 2X73	16999691	1	July 1, 2020	June 30, 2021	US\$2,189.57
<a href="#">View Details</a>					
SE T5120 BCR 1.2GHz 32GB 2X146	16999691	1	July 1, 2020	June 30, 2021	US\$2,096.09
<a href="#">View Details</a>					
Hardware Technical Support Fees					US\$26,872.59
Subtotal:					US\$36,972.59
Estimated Tax:					US\$0.00
Total:					<b>US\$36,972.59</b>

## Support Service Renewal Summary

Support Service Number: 5553526 R@22-JUL-2019 22:00:21  
 Customer: Butler Community College  
 Start Date: 26-JUN-20  
 Renewal Method: Annual  
 Billing Terms: Quarterly in Arrears  
 Agreement: US-OMA-1164550 (Schedules C-H-M-P-S)  
 Support Services Offered By: Oracle America, Inc.

Quote To Details	Bill To Details	Ship To Details	Payment Information
Amy Kerschner Butler Community College Information Services 901 S Haverhill Rd El Dorado, Butler, KS 67042 United States  akerschner@butlercc.edu Phone: 316 7334395	Amy Kerschner Butler Community College 901 S Haverhill Rd El DORADO, BUTLER, KS 67042 United States  akerschner@butlercc.edu Phone: 316 3256330	Butler Community College Information Services 901 S Haverhill Rd El Dorado, Butler, KS 67042 United States	Support service was renewed by invoice

### Hardware Technical Support Services

Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Total Price
<b>Installed at Butler Community College - 901 S Haverhill Rd, EL DORADO, KS 67042, US</b>						
StorageTek 4 Gb Fibre Channel PCIe HBA: 6mucis: dual port port with standard and low profile brackets for non-EU countries	18595749		2	June 26, 2020	June 30, 2021	US\$856.86
Hardware Technical Support Fees						US\$856.86
Subtotal:						US\$856.86
Estimated Tax:						US\$0.00
Total:						<b>US\$856.86</b>

**TOPIC for ACTION**  
**Ratification of Microsoft Licensing Renewal**

**REPORT:**

Annual Microsoft Licensing renewal through CDW in the amount of \$53,324.96 as detailed on the attached quote from CDW-G.

**RECOMMENDED ACTION:**

Recommend the board approves the renewal for \$53,324.96

**RECOMMEND FUNDING SOURCE:**

Information Services Operating Budget

Submitted by:	Bill Young, Vice President of Digital Transformation/CIO
Supervisor:	Dr. Kim Krull
Date:	July 1, 2020



# QUOTE CONFIRMATION



DEAR AMY KERSCHNER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMGB478	6/23/2020	LLND639	345781	\$53,324.96

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Azure Active Directory Premium - subscription license - 1 user</a> Mfg. Part #: GN9-00009 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	1100	3634211	\$6.95	\$7,645.00
<a href="#">Microsoft Azure Active Directory Premium P1 - subscription license (1 month)</a> Mfg. Part #: LE6-00001 Electronic distribution - NO MEDIA Contract: MARKET	61300	5163841	\$0.00	\$0.00
<a href="#">Microsoft Desktop Education w/Enterprise CAL - license &amp; software assurance</a> Mfg. Part #: 2UJ-00007 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	648	2320201	\$61.70	\$39,981.60
<a href="#">Microsoft SQL Server Standard Core Edition - license &amp; software assurance -</a> Mfg. Part #: 7NQ-00050 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MARKET	8	2673545	\$308.62	\$2,468.96
<a href="#">Microsoft Identity Manager - license &amp; software assurance - 1 user CAL</a> Mfg. Part #: NK7-00068 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	648	3800300	\$1.81	\$1,172.88
<a href="#">Microsoft Identity Manager - External Connector License &amp; Software Assurance</a> Mfg. Part #: PL7-00061 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	1	3830311	\$1,545.41	\$1,545.41
<a href="#">Microsoft Project Professional - license &amp; software assurance - 1 ProjectSe</a> Mfg. Part #: H30-03427	6	2319926	\$63.66	\$381.96

QUOTE DETAILS (CONT.)				
UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: MARKET				
<a href="#">Power BI Pro - subscription license (1 month) - 1 user</a>	5	3800281	\$25.83	\$129.15
Mfg. Part #: DW7-00001 UNSPSC: 43232314 Electronic distribution - NO MEDIA Contract: MARKET				

PURCHASER BILLING INFO		SUBTOTAL	\$53,324.96
<b>Billing Address:</b> BUTLER COUNTY COMMUNITY COLLEGE FINANCE OFFICE 901 S HAVERHILL RD EL DORADO, KS 67042-3280 <b>Phone:</b> (316) 321-2222 <b>Payment Terms:</b> NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$53,324.96
DELIVER TO		Please remit payments to:	
<b>Shipping Address:</b> BUTLER COUNTY COMMUNITY COLLEGE FINANCE OFFICE 901 S HAVERHILL RD EL DORADO, KS 67042-3280 <b>Phone:</b> (316) 321-2222 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Dave Walczak	(877) 493-1102	davewal@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
 © 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**TOPIC FOR ACTION**  
**Ratification of Touchnet Marketplace Annual Renewal**

**REPORT:**

Information Services is requesting ratification of the Touchnet Marketplace annual renewal. This is the annual payment for year 3 of the 5 year agreement approved in 2018. Marketplace uPay and uStores handles all the online payments for tuition and fees.

Touchnet Annual Subscription Service  
Marketplace uPay and uStores

Total Annual payment	\$42,639.00
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**RECOMMENDED ACTION:**

Board ratification of Touchnet Marketplace Annual Renewal in the amount of \$42,639.00.

**RECOMMENDED FUNDING SOURCE:**

Information Service Application Services Budget

Submitted by:	Bill Young, Vice President of Digital Transformation / CIO
Supervisor:	Dr. Kim Krull
Date:	July 1, 2020



A Global Payments Company

## Invoice

Invoice Number : 6509002  
Invoice Date : 04/17/2020  
Due Date : 05/17/2020  
Page No : 1 / 1

<b>Bill To:</b> BUTLER COUNTY COMMUNITY COLLEGE - KS ACCOUNTS PAYABLE, 901 SOUTH HAVERHILL ROAD EL DORADO, KS 67042 United States	<b>Ship To:</b> BUTLER COUNTY COMMUNITY COLLEGE - KS 901 SOUTH HAVERHILL ROAD EL DORADO, KS 67042 United States
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Purchase Order No	Customer ID	Payment Terms
	TNT20469	Net 30

Invoiced	Item Number	Description	Unit Price	Ext Price
1	TNT-SUBSCR	TouchNet Annual Subscription Service To cover the period 7/1/2020 to 6/30/2021 for: Marketplace uPay, Marketplace uStores	\$42,639.00	\$42,639.00

<b>Comments:</b>	Subtotal	\$42,639.00
	Tax	\$0.00
	Freight	\$0.00
	Trade Discount	\$0.00
	Total	\$42,639.00
	Payment Received	\$0.00
	Credits/Refunds	\$0.00
	Adjustments	\$0.00
	Amount Due	\$42,639.00

**TOPIC FOR ACTION**  
**Ratification of Ellucian CRM Recruit Licenses**

**REPORT:**

Information Services is requesting ratification of Ellucian's CRM Recruit software. CRM recruit personalizes engagement with prospects and achieves enrollment goals faster with tools designed to automate and streamline recruiting and admission processes. Butler Admissions and Marketing departments utilize CRM recruit. This is a 5-year agreement, with zero increase cost negotiated over the 5 year term.

Total Annual payment	\$56,868.00
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**RECOMMENDED ACTION:**

Board ratification of Ellucian CRM Recruit Renewal in the amount of \$56,868.00.

**RECOMMENDED FUNDING SOURCE:**

Information Services Department Budget

Submitted by:	Bill Young, Vice President of Digital Transformation / CIO
Supervisor:	Dr. Kim Krull
Date:	July 1, 2020



## **ORDER FORM FOR RENEWAL OF CLOUD SOFTWARE**

This Order Form for Renewal of Cloud Software ("Order Form") is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **BUTLER COMMUNITY COLLEGE** ("Client"). This Order Form amends the most recent underlying agreement between the parties related to the licensing of subscription services ("Cloud Software Agreement") between the parties, and, collectively, the Cloud Software Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. The terms and conditions of the Cloud Software Agreement are incorporated herein by this reference; if any terms of this Order Form conflict with any other terms of the Cloud Software Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. The fees due pursuant to this Order Form are in addition to and not in substitution for fees otherwise due from Client under the Cloud Software Agreement and/or any separate agreement between the parties.

Capitalized terms in this Order Form shall have the same meaning given to such terms within the Cloud Software Agreement unless redefined herein.

*"Client Data"* means all electronic data or information submitted by Client to the Cloud Software, including without limitation any *"Client PII"* (meaning, personally identifiable information of Client's students, faculty and employees that is regulated by various state and federal laws and regulations).

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

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

Software. *"Software Supplement"* means additional terms and conditions applying

to particular Cloud Software. *"Software Support Services"* means, collectively,

Maintenance and New Releases.

*"Subscription Services Contract Year"* means each period of twelve (12) consecutive months beginning on the

Beginning Date or any anniversary thereof during the Cloud Software Term.

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

at least ninety (90) days prior to the expiration of the then-current Renewal Cloud Contract Year. The Initial Cloud Software Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the "Cloud Software Term."

**Personal Data.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data").

**Third Party Components.** Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set



forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

For the renewal of the Cloud Software identified below, and only during the Cloud Software Term, Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software on Client's Equipment residing within the United States for Client's internal use only, on the terms and conditions of the Cloud Software Agreement. This license with respect to the renewal of the Cloud Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below) subject to the terms of the Cloud Software Agreement.

Cloud Software	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee
<b>ELLUCIAN CRM RECRUIT</b> <sup>1,2</sup> <i>Includes:</i> <ul style="list-style-type: none"> <li>Two Ellucian CRM Recruit environments (one production and one non-production)</li> <li>Ellucian CRM Recruit Payment Gateway</li> <li>Banner Ellucian CRM Recruit Integration Manager</li> <li>100,000 address cleanses per Subscription Services Contract Year. If Client exceeds this limit in any Subscription Services Contract Year, Ellucian will invoice Client an additional fee (at Ellucian's then-current rate) for each additional block of 500,000 address cleanses.</li> </ul>	July 1, 2020	June 30, 2025	Informatica Software Supplement	Included
<b>ELLUCIAN CRM NAMED USERS</b> <sup>3</sup> <ul style="list-style-type: none"> <li>35 Ellucian CRM Standard Named Users</li> <li>10 Ellucian CRM Premium Named Users</li> </ul>	July 1, 2020	June 30, 2025	Microsoft Software Supplement	Included
<b>TOTAL ANNUAL SUBSCRIPTION FEE:</b>				<b>\$56,868</b>

**Notes:**

- <sup>1</sup> Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- <sup>2</sup> In order to use email marketing within CRM Recruit, Client must acquire a license from a third-party vendor for the use of a compatible email marketing software product. Ellucian does not offer a license to use a third-party email provider. Please contact the third-party provider directly for information regarding the pricing for and licensure.
- <sup>3</sup> For the purposes of this Cloud Software, the following definitions will apply: "Premium Named Users" means individuals who have full access to the CRM capabilities within any Ellucian CRM application and are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). "Standard Named Users" means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that Client decides to enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Standard Named Users may *not* make data structure changes, manage security roles, manage data through bulk import

operations, or configure communication campaigns, goals, workflows, dialogs, system dashboards, system views, or reports. Standard Named Users can use workflows, dialogs, goals and create their personal dashboards and views. Standard Named Users may *not* manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or third party email marketing solutions. Premium/Standard Named User licenses are for Client's designated users – including 3<sup>rd</sup> party agents – only and cannot be shared or used by more than one individual; provided, however, that Premium/Standard Named User licenses can be reassigned by Client to individuals replacing former Premium/Standard Named Users who no longer require ongoing use of the Cloud Software.

**Payment Terms - Annual Subscription Fee:** Ellucian will invoice Client for the Total Annual Subscription Fee for the initial Subscription Services Contract Year on the Execution Date. Subscription fees for each subsequent Subscription Services Contract Year prior to the Expiration Date will be specified by Ellucian in an annual invoice issued in advance of each such Subscription Services Contract Year and will not increase over the immediately preceding Subscription Services Contract Year. Payments will be due and payable within thirty (30) days from the date(s) of invoice(s). For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will increase based upon Ellucian's then-current rates.

**Ellucian**

**By:**

\_\_\_\_\_  
*Authorized Signature*

**Name:**

\_\_\_\_\_  
*Printed*

**Title:**

**Date:**

**Client**

**By:**

*Dr. Kimberly W. Krull*  
\_\_\_\_\_  
*Authorized Signature*

**Name:**

Dr. Kimberly W. Krull

\_\_\_\_\_  
*Printed*

**Title:**

President

**Date:**

7/1/2020

**The last date of signature above is the "Execution Date" of this Order Form.**

## **INFORMATICA SOFTWARE SUPPLEMENT**

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

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

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

No trademarks used in the Content may be used or reproduced by Client for any purposes. Client must not systematically query the Content in order to create a copy of the underlying reference databases. The Content

contains the intellectual property of the Content Suppliers and is licensed to the Client on an annual basis subject to payment of the applicable fees. The Content remains the intellectual property of the Content Suppliers at all times. The Client's own data and databases shall remain the property of Client. If one or more Addresses from the United Kingdom are processed by Client, Client acknowledges the right of Royal Mail on the basis of this contract to directly enforce all terms against Client relating to the postal reference data. Employees and representatives of the Royal Mail are authorized to inspect applicable accounting and Content at Client's site during general business hours and after adequate advanced notice in order to control the compliance with clauses concerning Royal Mail's data.

## **MICROSOFT SOFTWARE SUPPLEMENT**

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

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

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

## **EXHIBIT A**

### **MAINTENANCE STANDARDS (SUBSCRIPTION ADVANTAGE PLUS LEVEL)**

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

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

<b>Priority Levels</b>	<b>Definition</b>	<b>Target Response Times</b>
<b>Priority 1 - Critical</b>	A Notification that the production Subscription Services instance is not available for remote access by Client	1 hour or less
<b>Priority 2 - High</b>	A Notification that Client believes that a Defect has caused a partial failure of the Subscription Services or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
<b>Priority 3 - Medium</b>	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Subscription Services, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	1 business day or less
<b>Priority 4 - Low</b>	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

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

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

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

## **RATIFICATION OF AGREEMENTS AND CONTRACTS**

### **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.

The ordinance will expire December 31, 2022.

The Board approved the original NRP with Augusta at the January 14, 2020 regular board meeting. After submitting the NRP to the Attorney General's office, it was found to be compliant with state law. However, prior to filing with the Secretary of State and the Butler County Register of Deeds, the AG's office is requesting a resolution from the Board which is found on the following page.

#### **RECOMMENDED ACTION:**

Recommend approval of request from the City of Augusta to approve Resolution 20-09 and 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:	July 1, 2020



RESOLUTION No. 20-09

**A RESOLUTION AUTHORIZING AND DIRECTING THE CHAIR OF THE BUTLER COMMUNITY COLLEGE BOARD OF TRUSTEES TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF AUGUSTA, THE BOARD OF BUTLER COUNTY COMMISSIONERS, AND UNIFIED SCHOOL DISTRICT NO. 402**

**WHEREAS**, the City of Augusta, Kansas has requested the Butler Community College Board of Trustees to enter into an Interlocal Agreement with the City of Augusta, the Board of Butler County Commissioners, and Unified School District No. 402; and

**WHEREAS**, the Butler Community College Board of Trustees, the Board of Butler County Commissioners, and the Unified School District No. 402 Board of Education 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 with this area; and

**WHEREAS**, on January 14, 2020, the Butler Community College Board of Trustees unanimously approved a request to approve the Interlocal Agreement with the City of Augusta, the Board of Butler County Commissioners, and Unified School District No. 402 Board of Education.

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

SECTION 1: The Board Chair is hereby authorized and directed to execute an Interlocal Agreement with the City of Augusta, the Board of Butler County Commissioners, and the Unified School District No. 402 Board of Education.

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

ADOPTED this 14 day of July, 2020.

\_\_\_\_\_  
James Howell, Chair  
Butler Community College Board of Trustees

ATTEST:

\_\_\_\_\_  
Douglas Law, Secretary

**TOPIC for Action**  
**WIOA Youth Element Contract Amendment**

**REPORT:**

Workforce Alliances is required to have agreements in place with any institution to which a student might attend using Workforce Innovation Opportunity Act (WIOA) funding. The funding can be used for regular college classes, Adult Ed classes, or a variety of other training options. Butler signed the original agreement with Workforce Alliance in January 2016 with an ending date of June 30, 2017. Amendments were signed in June 2018 and June 2019. The current amendment will extend this agreement through December 31, 2020.

**RECOMMENDED ACTION:**

We recommend ratification of the WIOA Contract Amendment for a time period of June 30, 2020 – December 31, 2020.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Kim Krull
Supervisor:	Board of Trustees
Date:	July 1, 2020



*Serving Employers and Job Seekers in  
Butler, Cowley, Harper, Kingman, Sedgwick & Sumner Counties*

June 9, 2020

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

Dear Dr. Krull,

The Workforce Alliance of South Central Kansas is requesting to extend the WIOA Youth Contract through December 2020. The Workforce Alliance of South Central Kansas (WA) has spent the past six months evaluating the current WIOA Youth Program Structure and WA is in the process of issuing a new request for proposals (RFP) for WIOA Youth Service Providers. WA is planning on streamlining services and have services accessible at the Wichita Workforce Center in the new RFP. WA is planning on releasing the RFP in early July with new contracts in place by the end of the calendar year.

To facilitate the contract amendment process we have engaged DocuSign as a new vendor to process online signatures. If you have problems accessing or signing the amendment through DocuSign please let me know.

If you have any questions, I can be contacted at 316-771-6602 or by email at [chad@workforce-ks.com](mailto:chad@workforce-ks.com).

Sincerely,

Chad Pettera

VP/COO

300 W Douglas, Suite 850 • Wichita, KS 67202 • Phone 316-770-6600 • Fax 316-771-6900 • [www.workforce-ks.com](http://www.workforce-ks.com)

Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities.

**WIOA Youth Program Elements  
CONTRACT AMENDMENT  
July 1, 2020**

**WITNESSETH**

**WHEREAS**, the Workforce Alliance of South Central Kansas (hereinafter referred to as the **WORKFORCE ALLIANCE**) and Butler Community College (hereinafter referred to as the **CONTRACTOR**) entered into a Contract for Workforce Innovation and Opportunity Act Elements dated the 1<sup>st</sup> day of January 2016 (hereinafter referred to as the **CONTRACT**);

**WHEREAS**, the **WORKFORCE ALLIANCE** desires to modify the Contract Term (section B) of the Contract to extend the ending date of the contract to December 31, 2020,

**WHEREAS**, the **CONTRACTOR** desires to modify the Contract Term (section B) of the Contract to extend the ending date of the contract to December 31, 2020,

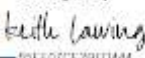
**NOW, THEREFORE, IT IS AGREED** by and between the **WORKFORCE ALLIANCE** and the **CONTRACTOR** that:

The Term of this **CONTRACT** will be extended to December 31, 2020. All other original terms and conditions will remain as originally written in the Contract and Amendment(s) unless specifically amended in this or earlier amendment(s).

**IN WITNESS WHEREOF**, the parties have hereto affixed their signatures as indicated.

**WORKFORCE ALLIANCE**

**CONTRACTOR**

DocuSigned by:  
  
6/9/2020 3:47 PM CDT

Signature

6/9/2020 | 3:47 PM CDT

Date

DocuSigned by:  
  
6/11/2020 8:24 AM CDT

Signature

6/11/2020 | 8:24 AM CDT

Date

**TOPIC for ACTION**  
**MedCerts Agreement**

**REPORT:**

Agreement with MedCerts to deliver online career certification training. BETA is requesting approval of the Board to enter into an agreement with MedCerts to create revenue for BETA/Butler Community College by students purchasing online career training with no cost to Butler. Butler receives a percentage of courses sold. Available courses attached.

**RECOMMENDED ACTION:**

The Board approve the attached contract/agreement for signature.

**RECOMMENDED FUNDING SOURCE:**

There is no financial commitment with this agreement.

Submitted by:	Jon Cressler
Supervisor:	Michelle Ruder
Date:	5/21/2020



# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into as of May 14, 2020 by and between MedCerts, LLC, a Michigan limited liability company with a main office at 13955 Farmington Road, Livonia, Michigan 48154 ("MedCerts") and Butler Community College Community College with a main office address of 901 S Haverhill Road, El Dorado, KS 67042. Each MedCerts and Butler Community College Community College are sometimes referred to herein as "Party" and together as the "Parties".

Together, the Parties enter this Memorandum of Understanding to mutually promote allied health profession and IT certification training. Accordingly, MedCerts and Butler Community College agree to operating under this MOU agree as follows:

## DEFINITIONS

The capitalized terms used in this Memorandum of Understanding, shall have the meanings specified below.

**"Full-Service Career Training"** means MedCerts career training that utilizes MedCerts Student Success Associates, Subject Matter Experts, Trainers, and exam fee that supports an individual Student training, and certification program.

**"Parties"** means both MedCerts and Butler Community College.

**"Party"** means either MedCerts or Butler Community College.

**"Student"** means an individual person enrolled in a MedCerts Full-Service Career Training program.

**"Student Data"** means all information or data collected, stored, processed, received and/or generated by Parties in connection with providing the applicable services to Students. Student Data shall be deemed to include any and all copies, analyses, excerpts, abstracts, modifications, summaries, enhancements, aggregations, or other derivative works thereof whether created by Student, or either Party.

## 1. Scope of Partnership

**1.1** Butler Community College shall refer the student to MedCerts for Full-Service Career Training.

- A. MedCerts shall remit a referral fee to Butler Community College (based on the number of enrollments) for each Full-Service Career Training program, as listed in paragraph 3.3, that is reported as Butler Community College referred, and paid in full.

ENROLLMENTS	BCC REFERRAL FEE
1 – 25 students	20%
26 – 50 students	25%
51+ students	30%

- B. MedCerts shall provide Butler Community College dedicated internet-based web link specifically designed to intake Butler Community College provided leads for Full-Service Career Training.
- C. MedCerts shall provide monthly reporting for enrolled students, to satisfy reporting requirements to Butler Community College.

**1.2** MedCerts and Butler Community College intend to market and sell training programs as a unified product/service to Kansas residents.

## **2. Responsibilities**

**2.1** Each Party shall appoint an individual employee as an advocate to represent the counterparty to each party's executive sponsor.

- A. Advocates are responsible to act as the voice of the counterparty and support their Party's actionable items.
- B. Each Party's advocates shall work together as facilitators across each company/college, for the benefit of the partnership.
- C. Advocate duties shall include, but are not limited to, fostering the development of the partnership, issuing monthly reporting, organizing quarterly business reviews, communicating with the counterparty on pre-determined dates, and providing regular accounting and payments due to the counterparty.

**2.2** Parties shall co-develop a go-to-market strategy that lists how MedCerts, and Butler Community College will separately and collectively approach the marketplace. The resultant go-to-market strategy will be approved by each party's Executive Sponsor and shall be deployed according to each party's advocates.

## **3. Programs and Pricing**

**3.1** Butler Community College students will be able to enroll in any of MedCerts programs.

- A. All Students receive courseware, eBooks, course specific simulation kits, student services, and exam preparation.
- B. Students have well-defined recommendations for training pace, hours of study per week, and practice tests. Students will be required to keep in strict adherence to all requirements, and follow MedCerts Student Success Coaches, Subject Matter Experts, for national certifications.

C. Butler Community College will be responsible for any career placement services they wish to provide the students.

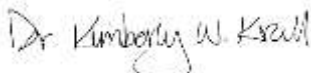
4. **No Power to Act on Behalf of Counterparty.** MedCerts and Butler Community College and their respective employees, agents and contractors have no right, power or authority to create any obligation or contract, express or implied, or make any representation on behalf of counterparty, or to hold themselves out to the public.
5. **Confidential Information.** "Confidential Information" shall be defined as all information of either party hereto and their respective Affiliates (the "Disclosing Party") which is disclosed to the other party (the "Receiving Party") in oral and/or written form that (a) relates to past, present and future research, development, business activities, products, and Services, and (b) has been either identified, orally or in writing, as confidential by the Disclosing Party or would be understood to be confidential by a reasonable person under the circumstances. Any and all Personal Data, including but not limited to that of Customer's or Affiliates' employees, contractors or agents, is Confidential Information covered by this section. Except as otherwise set forth in this Memorandum of Understanding, (i) all Confidential Information of the Disclosing Party acquired by the Receiving Party or its employees or agents in connection with this Memorandum of Understanding or in contemplation thereof shall be and remain the Disclosing Party's exclusive property, and (ii) the Receiving Party shall keep, and have its employees or agents use all reasonable efforts to keep, any and all such Confidential Information confidential, and shall not copy or publish or disclose it to others, or authorize its employees agents or anyone else to copy, publish or disclose it to others, without the Disclosing Party's prior approval. The Receiving Party agrees to use at least the same care and precaution in protecting Confidential Information of the Disclosing Party as the Receiving Party uses to protect its own proprietary information and trade secrets, but in no event using a less than reasonable standard of care. Nothing herein shall limit the Receiving Party's use or dissemination of Confidential Information which: (i) was known without obligation of confidentiality by the Receiving Party prior to its receipt from the Disclosing Party; (ii) is or becomes public knowledge through no breach of this Memorandum of Understanding by the Receiving Party; or (iii) is available or independently developed by the Receiving Party without any use by the Receiving Party of any such Confidential Information, or (iv) was acquired by it from a third party which without obligation of confidentiality and who was, to the best of Receiving Party's knowledge, authorized to disclose such information. Both parties agree to maintain the confidentiality of this Memorandum of Understanding, both its existence and the conditions, unless disclosure is required by law, in which case the Disclosing Party shall promptly notify the other party.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date set forth in the preamble intending it to become effective on the Effective Date.

**BUTLER COMMUNITY COLLEGE**

**MEDCERTS LLC**

**By:**



Dr. Kimberly Krull

**Name:**

President

**Title:**

**By:**

**Name:**

**Title:**



# Find the right career training program for you



## Medical Front Office Administrative

### Programs & Careers:

Medical Billing  
Electronic Health Records  
Specialist  
Professional Coder  
Dental Assistant

### Common Strengths:

Computers  
Customer Service  
Helping People  
Instruction  
Problem Solving  
Time Management



## Medical Back Office Clinical Specialties

### Programs & Careers:

Medical Assistant  
Patient Care Technician  
Pharmacy Technician  
Behavioral Technician  
Veterinary Assistant

### Common Strengths:

Helping People  
Instruction  
Memorization  
Operations  
Physical Movement  
Problem Solving



## Information Technology

### Programs & Careers:

IT Helpdesk Administrator  
PC Technician  
IT Network Technician  
IT Security Specialist  
User Support Specialist

### Common Strengths:

Computers  
Problem Solving  
Quality testing  
Safety & Security  
Telecommunications  
Troubleshooting

MedCerts Online Career Training Programs	Certifications	Weeks	Price	Possible Careers
<b>Healthcare</b>				
<b>RX 3000:</b> Pharmacy Technician Professional ASHP/ACPE	CPhT	24	\$4,000	Pharmacy Technician
<b>HI 1000:</b> Medical Front Office & Administration Specialist	CMAA, CBCS	19	\$4,000	Medical Front Office Assistant
<b>HI 1100:</b> Medical Billing Specialist	CBCS	12	\$2,000	Medical Biller
<b>HI 1200:</b> Medical Front Office Administration Specialist	CMAA	13	\$2,000	Patient Services Representative
<b>HI 2000:</b> Medication Care Coordinator	CMAA, CPhT	22	\$4,000	Consumer Medication Coordinator
<b>HI 2100:</b> Pharmacy Technician Specialist	CPhT	14	\$2,700	Pharmacy Informaticist
<b>HI 3000:</b> Medical Front Office & Electronic Health Records	CMAA, CEHRS	23	\$4,000	Medical Office Specialist
<b>HI 3100:</b> Electronic Health Records Specialist	CEHRS	16	\$2,700	Medical Records Administrator
<b>HI 4000:</b> Electronic Health Records & Reimbursement Specialist	CEHRS, CBCS	24	\$4,000	Medical Billing Specialist
<b>HI 5100:</b> Professional Coder	CPC or CCS-P	20	\$4,000	Coding Specialist
<b>HI 6000:</b> Medical Assistant	CCMA, CCSP, CMAA	27	\$4,000	Medical Assistant
<b>HI 6100:</b> Phlebotomy Technician	CPT, CCSP	11	\$2,000	Phlebotomy Technician
<b>HI 6200:</b> EKG Technician	CET, CCSP	11	\$2,000	EKG Technician
<b>HI 6300:</b> Cardio-Phlebotomy Technician	CET, CCSP	15	\$3,750	Cardiophlebotomist
<b>HI 7000:</b> Patient Care Technician	CPCT, CCSP	23	\$4,000	Patient Care Technician
<b>HI 8000:</b> Health Unit Coordinator	CHUC, CEHRS, CCSP	21	\$4,000	Medical Secretary
<b>HI 9000:</b> Allied Healthcare Professional	CMAA, CEHRS, CBCS, CPhT	36	\$6,000	Oncology Technician
<b>HI 9500:</b> Healthcare Administration Professional	CMAA, CBCS, CEHRS	28	\$5,000	Medical Insurance Specialist
<b>HI 9600:</b> Clinical Medical Specialist	CCMA, CMAA, CCSP	31	\$5,000	Laboratory Assistant
<b>HI 9700:</b> Clinical Medical Professional	CCMA, CMAA, CCSP	35	\$5,000	Doctors Assistant
<b>Behavioral Health, Dental &amp; Veterinary</b>				
<b>BT 1000:</b> Behavior Technician in the Medical Office	CCSP, RBT, CMAA	17	\$4,000	Behavior Technician
<b>BT 1100:</b> Behavior Technician Specialist	RBT, CCSP	11	\$2,500	Behavior Specialist
<b>DA 3000:</b> Dental Assistant	RHS, ICE	18	\$3,000	Dental Assistant
<b>DA 4000:</b> Dental Assistant & Office Administration	CMAA, RHS, ICE	24	\$4,000	Dental Office Manager
<b>VA 3000:</b> Veterinary Assistant	AVA	26	\$4,000	Veterinary Assistant
<b>Information Technology</b>				
<b>IT 1000:</b> IT Support Professional	ITF, A+, CCSP	10	\$4,000	Help Desk Specialist
<b>IT 1100:</b> Fundamentals of IT	CompTIA Fundamentals	3	\$1,300	PC Support Technician
<b>IT 2000:</b> IT Helpdesk Administrator	A+, Network+	18	\$4,000	Technical Support
<b>IT 2100:</b> PC Technician	A+	12	\$3,100	PC Technician
<b>IT 2200:</b> Network Technician	Network+	12	\$2,300	Network Technician
<b>IT 3000:</b> Healthcare IT Technician	CEHRS, A+ or Network+	26	\$4,000	Software Support Specialist
<b>IT 5000:</b> IT Security & Network Technician	Network+, Security+	18	\$4,000	Network Administrator
<b>IT 5100:</b> IT Security Specialist	Security+	12	\$2,300	Security Administrator
<b>Professional Development</b>				
<b>EA 1000:</b> Administrative Customer Support Specialist	ITF+, CCSP & IT	9	\$2,000	Office Administrator
<b>MS 7000:</b> Microsoft Office Specialist	MOS	7	\$2,000	Administrative Assistant
<b>PM 6100:</b> Project Management Essentials	CAPM, CCSP	9	\$2,500	Project Manager
<b>MF 1000:</b> Foundational Skills for Manufacturing	CCSP	5	\$2,500	Machinist

**TOPIC for ACTION**  
**Approval of Educational Affiliation Agreement**  
**for Nursing and Allied Health Programs**

**REPORT:**

The purpose of this Educational Affiliation Agreement is to provide an agreement between Ascension Via Christi Hospitals – Wichita (St Francis, St Joseph and Behavioral Health Center), Ascension Via Christi Rehabilitation Center and Ascension Via Christi Hospital St Teresa. and Butler Community College. This agreement specifically supports Nursing and Allied Health students in clinical observations.

**RECOMMENDED ACTION:**

Approval of this Educational Affiliation Agreement with Ascension Via Christi Hospitals - Wichita

**RECOMMENDED FUNDING SOURCE:**

N/A

<b>Submitted by:</b>	Christy Streeter
<b>Supervisor:</b>	Lori Winningham
<b>Date:</b>	June 23, 2020

## CLINICAL AFFILIATION AGREEMENT

This Agreement is made and entered into as of August 15<sup>th</sup>, 2020, ("Effective Date"),

BY AND BETWEEN **BUTLER COMMUNITY COLLEGE**  
**School Of Nursing And Allied Health**

**El Dorado, Kansas**

Hereinafter referred to as the "School"

AND **ASCENSION VIA CHRISTI HOSPITALS WICHITA, INC.**  
**ASCENSION VIA CHRISTI HOSPITAL ST. TERESA, INC.**  
**ASCENSION VIA CHRISTI REHABILITATION HOSPITAL, INC.**  
**Wichita, Kansas**

Hereinafter referred to as the "Facility"

Department of Education  
c/o Ascension Via Christi Hospitals Wichita, Inc.  
929 North St. Francis  
Wichita, Kansas 67214



THIS AGREEMENT is agreed to and adopted on August 15<sup>th</sup>, 2020 ("Effective Date"), between the Via Christi entity(s) ("Facility") and **Butler Community College** ("School"). This Agreement supersedes and replaces all prior agreements and understandings between the parties with respect to the subject matter hereof.

1. Clinical Rotations. The School shall arrange clinical rotations for **Nursing And Allied Health** Program(s) students ("Student" or "Students") where Students obtain various experiences at the Facility such as observing clinical procedures and engaging with Facility practitioners ("Clinical Rotations" or "Clinical Rotation"). The School and the Facility shall mutually determine the scope of the Clinical Rotation programs including, but not limited to, the schedule of student assignments and the number of Students who may participate in the Clinical Rotations.

2. Term. The initial Term of this Agreement shall be for the one (1) year, commencing on the effective date above ("Base Term"), unless terminated earlier as provided in this Agreement. Upon Expiration of the Base Term, this Agreement will automatically renew for additional periods of one (1) year each unless and until terminated as provided herein. The above language notwithstanding, this Agreement may be terminated, without cause, by either party at any time on not less than thirty (30) days advance written notice, provided, however, any student in an existing Clinical Rotation at Facility shall be allowed to complete said existing Clinical Rotation, unless another independent reason for termination exists. Either party may terminate this Agreement in the event the other party breaches any material term of this Agreement, and such breach is not cured within ten (10) days after written notice by the other party of the existence of such breach. The "Term" as referenced herein shall be inclusive of the Base Term and the Extension Period(s), if any.

3. Responsibilities of the School.

a. The School shall designate one or more of its instructors ("School Liaison") to provide oversight and conduct site visits during Clinical Rotations to monitor student activities. For the purposes of this Agreement, the term "Instructors" or "School Instructors" shall mean those faculty members employed by the School who supervise Students in the Clinical Rotations.

b. The School shall provide a roster of the names of the Students and School Liaison for these programs ("Roster"), along with a rotation schedule to the current education coordinator at the Facility at least sixty (60) days before the Clinical Rotations begin. The School shall also specify any educational experiences desired for the Students.

c. The student shall be responsible for payment of any health care treatment resulting from drug testing. In addition, the Student will obtain a background check from the state(s) of residency within one (1) year of the first Clinical Rotation at Facility, or at another location affiliated with Facility, which shall reflect the following:

- i. Criminal history including, but not limited to, all felony and misdemeanor convictions or arrests, and diverted or expunged charges;
- ii. National sexual offender registry;
- iii. Social Security verification;
- iv. Residency history; and
- v. National healthcare fraud and abuse scan and check for exclusion from Federal Programs (OIG, HHS, GSA);
- vi. Applicable State Exclusion List, if one; and
- vii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN).

Results of the background check will be given to School by Student at least one (1) week in advance of the start of any Student's clinical rotation or as otherwise directed by Facility. The School will not share the contents or results of the background check with the Facility or its employees unless there is an adverse finding on the Student's background check. In the event the School discovers any adverse result(s) on a Student's background check, School shall disclose such findings to Facility within three (3) business days of the School having received the results of the background check.

Further, should Facility request copies of any Student's background check, the School shall, within three (3) business days of said request, furnish the applicable background check to the Facility. Student will also provide a copy of the exclusion search results to both School and Facility as obtained from Federal Programs Search, available at <http://exclusions.oig.hhs.gov>.

d. School shall ensure that background checks are completed for School Liaison, or other on-site supervising personnel and/or instructing faculty provided by School, if any, and said background checks shall include all of the above and the following:

- i. Education verification (highest level);
- ii. Professional License Verification;
- iii. Certification & Designations Check; and
- iv. Professional Disciplinary Action Search.

Should the background check disclose adverse information as to Student and/or School Liaison or other member of the staff/faculty of the School, the School shall not assign student and/or staff/faculty member to Facility. Documentation of current license(s) for School Liaison shall be provided to Facility upon request.

e. In the event the Clinical Rotation includes nurse practitioners and the School is an out-of-state school, then the School acknowledges that it is the School's responsibility to ensure that the School's program meets the requirements of the Nursing Board in the state where Facility is located, prior to the Clinical Rotation. At a minimum, the respective Nursing Board requirements are as follows: (1) Student holds a current Registered Nurse license in the state where Facility is located; (2) applicable faculty



member providing clinical instruction must hold a nursing license in the state where Facility is located; and (3) the School's advanced practice educational program meets the requirements established by the applicable state's Board of Nursing. Current requirements established by the applicable Nursing Board for an advanced practice educational program is accredited by the Accreditation Commission for Education or the Commission on Collegiate Nursing Education. Upon request by the Facility, documentation regarding these requirements must be provided to the Facility.

f. Before beginning the Clinical Rotations, the School shall require that each Student and on-site School Instructor have current adult, child, and infant cardiopulmonary resuscitation ("CPR") certification that meets standards acceptable to the Facility along with other basic life support certification such as Foreign Body Airway Obstruction and American Red Cross, Professional Rescue. School acknowledges that on-line CPR courses will not be accepted by the Facility, unless Facility approves this request in advance in writing.

g. The School shall certify that Students and/or School Liaison or other on-site faculty, if any, assigned to the Clinical Rotations meet the Facility's health standards and provide documentation to that effect to the Facility. *All Students in this country on a student visa must have the same documentation for health standards as any other Student. School understands and agrees that a student visa is not sufficient to validate health standards.* The health standards are to be met by each Student at no expense to the Facility. In the event enrolled Student is an employee of the Facility, this requirement shall be waived. The required health standards are specified in Exhibit A.

h. School will provide an orientation training program to Students and Instructors before beginning clinical rotations with a dedicated section to safety training in compliance with applicable OSHA and CDC regulations concerning "Occupational Exposure to Blood Borne Pathogens." The training program will include information about blood borne diseases, pathogens, exposure control plan, and hazard communication program.

i. The School shall require Students to have transportation to and from the Facility and to park in areas designated by the Facility. The School shall require the Students and School Liaison to wear proper identification according to the specifications of Facility.

j. The School shall be solely responsible for the control, supervision, and evaluation of Students participating in the Clinical Rotations, to the extent allowed by law.

k. The School shall be responsible for planning and implementing the educational program including, but not limited to, administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Instructor performance evaluation, references, and all academic aspects of the Clinical Rotation programs.

1. The School shall verify that Students have received information regarding hazardous communication and standard precautions and received, completed, and returned the Facility's orientation packet, provided to the School by Facility, prior to assignment to the Facility.

m. The School shall require School Instructors and Students to, comply with the applicable policies, rules and regulations of the Facility, as provided to the School by the Facility.

n. For a Student conducting human subject research at the Facility, a faculty member from the School or a representative of Facility, hereinafter a "Research Mentor," must serve as the principal investigator of the research study to oversee, supervise, and mentor the Student. The Research Mentor is responsible for all study, activity, and compliance with all related administrative and federal regulations and Facility policies and procedures involving human subject research, and meet all sponsor, grant, contract, and other related requirements. The Research Mentor must meet all requirements as established by the institutional review board ("IRB"), including:

- i. Completing human subject's protection ("HSP") training as required for all researchers at Facility and ensuring that all members of the research team have completed HSP training prior to submission of a research application to the Facility's IRB;
- ii. Preparing Students for the role of researcher by instructing them in the ethical and legal conduct of research and assisting them in the preparation of IRB application documents;
- iii. Meeting regularly with Students throughout the research project, reviewing their work, and monitoring their progress in relation to the research protocol;
- iv. Educating and mentoring the research team;
- v. Maintaining research records as required by law; and
- vi. Closing the study with the Facility IRB as soon as all human subject research activities are complete.

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee ("Facility Instructor") to coordinate the relationship between Facility and School.

b. The Facility Instructor shall collaborate with the School Instructor(s) by completing an assessment, as provided by the School, of each Student's skills during the Clinical Rotation.

c. The Facility shall provide an orientation to the Student that includes a tour of the Facility and addresses any policies or procedures of a particular Facility department pertinent to the Clinical Rotations.



d. The Facility shall permit Students to assist with Clinical Rotations or other ancillary health care services, as Students have been prepared academically, but the Facility may restrict their activities in the sole discretion of the Facility, including, but not limited to, any patient care activities.

e. The Facility shall provide parking in designated areas for Students.

f. The Facility shall reasonably permit the School and its accreditation agencies to visit, tour, and inspect the Facility's facilities and records relating to the Clinical Rotations on reasonable advance written notice during the Facility administrations' regular business hours, subject to requirements of patient confidentiality legal compliance requirements of the Facility and minimizing disruption or interference with Facility operation, including patient care activities.

g. The Facility shall reasonably make its classrooms, conference rooms, and library facilities available to the School Instructors, Student, and School for the Clinical Rotations, without charge, subject to availability and compliance with Facility policies regarding use of its facilities.

5. Conflicts and Removal of Students. If a conflict arises between an employee of the Facility, on the one hand, and Student, on the other hand, the School Liaison and Facility Instructor shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student from a Clinical Rotation when the Facility believes that the individual exhibits inappropriate behavior, according to the standard practice in the industry, is disruptive, does not comply with applicable Facility rules or policies, as provided by the Facility, or poses a threat to the health, safety, or welfare of a patient, employee, or any other person. In addition, upon receipt of the Roster or at any time after a Clinical Rotation begins, the Facility may refuse to allow any Student or Instructor to participate in the Clinical Rotation if the individual has an unfavorable record from previous employment, another clinical rotation, or any other reasonable justification made in good faith. All decisions made pursuant to this paragraph shall be made within the Facility's sole discretion.

6. Representations of the School. The School represents to the Facility as follows:

a. Each Student is currently enrolled at the School and no student will be under the age of 18.

b. Students are required to dress professionally with name badges issued by the School, be well-groomed, and present a neat appearance while at the Facility.

c. The School shall routinely monitor and evaluate the competence and performance of each Student and shall remove from a Clinical Rotation any Student who is not competent or qualified to participate in the Clinical Rotation.

d. The School Instructors are duly licensed to practice in the applicable field if required by the law where Facility is located; the license of each Instructor is unrestricted; and each Instructor must keep his/her license current, in good standing, and unrestricted during the entire term of this Agreement.

e. The School Liaison is experienced, qualified, and currently competent to provide the services that are required of him/her for the Clinical Rotations and any services required of him/her under this Agreement.

f. All information that has been furnished to the Facility concerning the School, Students, and School Instructors is true and correct in all respects to the best of School's knowledge.

g. To the best of School's knowledge, all representations in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations becomes inaccurate in any way, the School shall promptly notify the Facility of any inaccuracies.

7. Employees of the School. The School is the employer of the School Liaison and all School Instructors. The School shall be responsible for: (a) compensation and benefits payable and made available to School Liaison and Instructors, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law. School affirms that its employees and agents who will be on the Facility's property and acting in accordance with this Agreement are covered by the School's Workers Compensation Insurance as required by law and shall in no event be entitled to any such coverage from Facility. Students will not be monetarily or otherwise compensated by Facility in any way for their time spent in the Clinical Rotations.

8. Insurance Coverage.

a. State-Operated Institutions. This provision is applicable to Schools that are owned and operated by the State where the Facility is located or its political subdivisions. The School represents that it and its personnel are self-insured according to the respective Government Tort Claims Act. The School agrees to furnish verification of professional liability insurance covering the participating Students. The School shall maintain professional liability insurance amounts sufficient to cover the healthcare services of its Instructors under this Agreement. During the term of this Agreement, the School shall require Students to maintain, and each Student shall continuously maintain, professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverage as may be acceptable to the Facility. Upon request, the School shall arrange for the Students to provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policies shall not be cancelled or terminated without giving the Facility at least thirty (30) days advance notice of cancellation or termination.

b. Institutions That Are Not State-Operated. This provision is applicable to Schools that are not owned and operated by the state where Facility is located. During the

term of this Agreement, the School shall continuously maintain for its Students professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$5,000,000 in the aggregate with such coverage, as may be acceptable to the Facility. Upon request, the School and the Student shall provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policy shall provide that it may not be cancelled or terminated without giving the Facility at least thirty (30) days advance notice of cancellation or termination.

c. Facility. Facility shall maintain professional liability insurance sufficient to cover the healthcare services of its staff under this Agreement, and shall maintain insurance amounts sufficient to cover its responsibilities included in this Agreement.

9. Termination.

a. Immediate Termination. Either party may terminate this Agreement immediately upon written notice in the event of a material breach of the Agreement. A material breach by the School shall include, but shall not be limited to, the occurrence of any of the following events: (a) the failure of either the Student or School, as applicable, to maintain insurance coverage as required by this Agreement; or (b) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement; or (c) the School fails to provide the information requested in this Agreement on School Instructors and/or Students prior to the beginning of a Clinical Rotation(s); or (d) any other violation of the terms of this Agreement.

b. Termination with Notice. Each party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party. However, upon notification by a party terminating the Agreement, the Facility may allow Students currently enrolled and participating in Clinical Rotations to continue with said Clinical Rotations.

10. Responsibility for Actions. Each party shall be responsible for its own negligent and intentional acts and omissions and the acts and omissions of its employees, officers, and directors acting within the scope of their employment. If the School is an agency, institution, or political subdivision of the state where Facility is located, the School's liability shall be governed by the that state's Governmental Tort Claims Act.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint ventures. Neither party shall incur any financial obligation on behalf of the other.



12. Notices. Any and all notices, consents or other communications, other than legal service of process, by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mail, postpaid, addressed as follows:

If to Facility: Ascension Via Christi Hospitals Wichita, Inc.  
Atten: Education Department  
929 N. St. Francis  
Wichita, KS 67214

With a copy to: Ascension Via Christi Health, Inc.  
Atten: Regional Associate General Counsel  
8200 E. Thom  
Wichita, KS 67226

If to School: Butler Community College  
Atten: Dean  
School of Nursing and Allied Health  
901 S. Haverhill Road  
El Dorado, KS 67042

13. Patient Privacy and Confidentiality.

a. The School has provided the School Liaison, School Instructors, and Students with training on the Facility's policies and procedures, as provided to the School, that is necessary and appropriate for them to carry out the activities contemplated by this Agreement with respect to protected health information as required by applicable provisions of the Health Information Portability and Accountability Act of 1996, Health Information Technology for Economic Clinical Health Act of 2009, their implementing regulations, and other applicable patient privacy laws. In the event access to a patient's protected identifiable health information is required for administrative purposes, the School agrees, prior to the use, disclosure, or release of that information, to execute a Business Associate Agreement in a form acceptable to Facility.

b. With respect to the proprietary, confidential information of Facility obtained or received during the Term of this Agreement, the School shall: (a) not use or further disclose the information other than as permitted or required by this Agreement or as required by applicable law; (b) use legally required safeguards to prevent use or disclosure of the information other than as provided for by this Agreement of which; (c) report to the Facility within a reasonable time any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (d) require that any agents, including a subcontractor, to whom the School provides protected health

information on behalf of the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

14. Compliance. The School represents that it has not, nor have any of its employees, agents or other persons working for School: (a) been excluded, debarred or otherwise made ineligible to participate in any federal healthcare programs as defined in 42 USC 1320a-7b(f) (“Federal Healthcare Programs”); (b) been convicted of a criminal offense related to the provision of healthcare items or services which would trigger exclusion from participation in the Federal Healthcare Programs; and (c) been under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation during the terms of the Agreement and School shall immediately notify Facility of any change in the status of the representation set forth in this section. If School becomes excluded from Federal Healthcare Program participation, this Agreement may be immediately terminated by Facility without prior notice to School. If an individual working for School at Facility as contemplated by this Agreement becomes excluded, School shall remove such individual immediately from performing any work for or at Facility. If School fails to remove such individual, this Agreement may be terminated immediately by Facility without prior notice to School.

15. Standards. School shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to the Facility.

16. Control. Should any change of control of Facility or School take place, either party shall have the right to immediately terminate this Agreement upon written notice by Facility or School to the other party. For purposes of this Agreement, a “change in control” of Facility or School shall be deemed to have occurred to the extent there is a change in ownership and/or control over ten percent (10%) or more of the aggregate membership interests in Facility or School.

17. Facility and School Logos. The School agrees that it will not use the name, logo, or acronym of Facility or Ascension Health, Inc., or any subsidiary, in any advertising, promotional, or sales literature, or other publicity without prior written approval of Facility’s authorized representative. Facility agrees that it will not use the name, logo, or acronym of School in any advertising, promotional or sales literature, or other publicity without prior written approval from School.

18. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Facility, along with all like property, shall remain the sole property of the Facility.

19. Non-Discrimination. As applicable to the School, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent, as applicable to the School, that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, age, genetic information, marital



status, the receipt of public assistance, or veteran's status: they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. § 4212.

20. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

21. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without prior written consent of the other.

22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives and permitted successors and assigns.

23. Governing law. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Kansas without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed exclusively in a federal or state court of proper jurisdiction in Sedgwick County Kansas, and School consents to the jurisdiction of such courts.

24. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to either party is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

25. Third-Party Beneficiaries. To the extent affiliates or subsidiaries of Facility, other than Facility, desire to participate in Clinical Rotations with the School, those entities may execute a Joinder Agreement indicating approval of the terms and extension to this Agreement. Except as provided herein, this Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

26. FERPA. As applicable, should the School, or the School's Students provide the Facility confidential information, as defined by applicable law, in paper or electronic form, including "personally identifiable information" from student education records as defined and protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR § 99.3. Facility certifies that it shall maintain the confidential information, as required by applicable state and federal law and that it shall not redisclose personally identifiable information except as permitted or required by the Agreement, or directed by FERPA or by other applicable laws. Facility shall develop, implement, maintain and use appropriate security measures to preserve the confidential information. Facility shall extend these measures by contract to all subcontractors used by Facility. Failure to abide by legally applicable security measures and disclosure restrictions may result in

the interruption, suspension and/or termination of the relationship with Facility for a period of least five (5) years from the date of the violation. If Facility becomes aware of a security breach relating to this information, Facility shall immediately notify the School, and shall fully cooperate with the School. Facility shall indemnify School for any breach of confidentiality by it, its employees, agents and/or subcontractors, and the failure to uphold its responsibilities to protect confidential information.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page, with electronic signature or otherwise, of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

28. Indemnity. To the extent permitted by law, the School shall indemnify, hold harmless, and defend the Facility and its officers, agents and employees, from all damages and liability, including attorney's fees, arising out of the actions, negligent acts, and/or omissions caused by the School and its Students, officers, agents, and employees, or arising out of any violation of this Agreement by School or its Students.

29. Entire Agreement. The terms of this Agreement represent the complete agreement of the parties.

"School"

BUTLER COMMUNITY COLLEGE

By: \_\_\_\_\_

Name: Name

Title: Title

"Facility(s)"

ASCENSION VIA CHRISTI HOSPITALS WICHITA, INC.

ASCENSION VIA CHRISTI HOSPITAL ST. TERESA, INC.

ASCENSION VIA CHRISTI REHABILITATION HOSPITAL, INC.

By: \_\_\_\_\_

Name: Kevin Strecker

Title: Regional Hospital President-Wichita



## EXHIBIT "A"

- A. Physical within the year.
- B. TB test within the year, and, if positive, documentation of a negative chest x-ray.
- C. The following vaccination requirements:
  - 1. **Pertussis** - All students will have immunity to Pertussis as evidenced by receipt of a single dose of Tdap (ADACEL™). Those aged less than 64 who do not have documentation of Tdap immunization should receive a single dose of Tdap if it has been at least 2 years since receipt of a tetanus toxoid-containing vaccine.
  - 2. **Measles, Mumps, and Rubella (MMR) vaccine** -All Students will have immunity to Measles, Mumps, and Rubella as evidenced by any of the following:
    - (a) Birth on or before January 1, 1957
    - (b) Physician-diagnosed infection
    - (c) Documentation of 2 Measles, Mumps, and Rubella (MMR) vaccines
    - (d) Positive Measles, Mumps, and Rubella titer
  - 3. **Varicella vaccination** - All students will have immunity to varicella as evidenced by any of the following.
    - (a) History of chickenpox infection or herpes zoster
    - (b) Documentation of 2 varicella vaccines
    - (c) Positive varicella titer
  - 4. **Hepatitis B Vaccine** - Students should receive the Hepatitis B vaccine series. Students should be advised about the risk of Hepatitis B and the availability of a vaccination for Hepatitis B. The Facility will require a waiver of notification from the Student in the event there is a Student, who upon being apprised of the risks of Hepatitis and the availability of the vaccine, refuses to be vaccinated.
  - 5. **Influenza vaccine** - Students who have clinical rotations during the time frame defined by Facility, from year-to-year, as flu season are required to receive 1 dose of influenza vaccine annually or receive a medical or religious approved exemption from Facility.
  - 6. **Meningococcal Vaccine** - Microbiology students who handle isolates of Neisseria Meningitis should receive 1 dose of Meningococcal Vaccine.
- D. Students with a potentially transmissible infection or disease may be restricted from participating in the clinical experience. Students presenting with a potentially transmissible infection or disease will be evaluated by Employee Health or other designated department and, when appropriate, physicians with other medical specialties as may be required to determine whether student's participation in the clinical experience is advisable based on safety issues of the individual student, other employees and/or patients.

Students experiencing any of the following may not participate in the clinical experience:

1. Fever greater than 101°
2. Acute febrile upper respiratory infection, including Group A Streptococcal Infection
3. Influenza
4. Acute Diarrhea
5. Herpes simplex \*
6. Chickenpox, Pertussis, Measles, Mumps, Rubella
7. Draining abscesses, boils, impetigo
8. Acute viral hepatitis
9. Pulmonary tuberculosis
10. Scabies

*\*Restricted from caring for high risk patients until on treatment for 48 hours.*

Any Student restricted from participation in the Experience for any of the above stated infections or diseases must obtain a statement of release from the Student's personal physician and the Medical Director of Employee Health or other Facility designee before returning to a clinical setting.

- E. Clinical rotations for students with chronic and potentially transmissible infection(s) such as Hepatitis B, Hepatitis C or HIV infection, must be approved by Employee Health or such other medical specialist as designated by Employee Health.

## SUPPLEMENTAL INFORMATION

Office of Research and Institutional Effectiveness

215 BOE

(316) 322.3338



### Butler Community College Key Performance Indicators

<u>KPI</u>	<u>Definition</u>	<u>Goal</u>	<u>CURRENT OUTCOME</u>
Completion (Grad rates and transfer 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	Graduation rate= 26% Transfer rate = 30%  (2018 = 26%; Transfer = 26%)
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 % (2018 = 60 %)
CTE placement rates <i>Updated in spring</i>	Job placements of completers/leavers of Butler CTE programs	Exceed 79%	76.3% (2018 = 77%)
Transfer GPA <i>Updated in spring</i>	GPA of Butler transfers to WSU compared to native students	Exceed native GPA	Average GPA of new Butler transfers = 3.22; average hours transferred=49.85; peer basket average GPA 3.23 and 47.89 hours transferred. (Fall 2017 Average GPA of new Butler transfers = 3.20; average hours transferred 48.74; peer basket average GPA 3.17 and 47.35 hours transferred).

### 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%

## THANK YOU NOTES

Dr. Kim Krull,

I don't know how to say thank you enough. You've done so much for me and the other students at Butler. The opportunity to be a Hubbard Award recipient has changed my life. Your dedication to all of the students is seen, felt, and appreciated.

With Gratitude,

Alanis Balza-Medina

<p align="center"><b>BOARD OF TRUSTEES CALENDAR OF ACTIVITIES</b>  <b>JULY – AUGUST</b></p>
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<b>July Board Finance Committee</b>	Tuesday, July 14, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>July Board Meeting</b>	Tuesday, July 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Notice of Public Hearing</b>	Tuesday, July 28, 5:00 p.m.	<b>ALL TRUSTEES</b>
<b>August Board Finance Committee Tour Andover 5000 Building</b>	Tuesday, August 11, 3:30 p.m. Grizzly Den, Andover	<b>ALL TRUSTEES</b>
<b>August Board Meeting</b>	Tuesday, August 11, 4:30 p.m. Grizzly Den, Andover	<b>ALL TRUTEES</b>

**2020-2021 Board Meeting Dates**

Tuesday, July 14, 2020  
 Tuesday, August 11, 2020  
 Tuesday, September 8, 2020  
 Tuesday, October 13, 2020  
 Tuesday, November 10, 2020  
 Tuesday, December 8, 2020  
 Tuesday, January 12, 2021  
 Tuesday, February 9, 2021  
 Tuesday, March 9, 2021  
 Tuesday, April 13, 2021  
 Tuesday, May 11, 2021  
 Tuesday, June 8, 2021  
 Tuesday, July 13, 2021

**LOOKING AHEAD**

<b>September Board Finance Committee</b>	Tuesday, September 8, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>September Board Meeting</b>	Tuesday, September 8, 4:30 p.m. Dankert Board Room	<b>ALL TRUTEES</b>
<b>October Board Finance Committee</b>	Tuesday, October 13, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>October Board Meeting</b>	Tuesday, October 13, 4:30 p.m. Dankert Board Room	<b>ALL TRUTEES</b>

**Spring 2020 ACTIVITY CALENDAR**

Summer Classes End	Fri, July 24
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