

BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING
4:30 p.m., Tuesday, October 13, 2020 – Kanza Meeting Room
Watch Live via <http://www.butlercc.edu/bctv>

3:15 p.m.	5000 Building Tour – Meet in Grizzly Den, East side Student Union Entrance, Andover 5000 Building
4:30 p.m.	Regular Board Meeting – Kanza Meeting Room, 5000 Building, 715 E. 13 th , Andover, Kansas
	EXECUTIVE SESSION – Not to exceed 30 minutes for consolation with legal counsel regarding real estate to include Dr. Krull, Kent Williams, Lori Winningham, Ray Connell and the Board

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- V. **PUBLIC COMMENT**
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 - B. Operational Staff Report – Lisa Bolin
 - C. Professional Employees Report – Terry Sader
 - D. Board Finance Committee Report –Lance Lechtenberg, Shelby Smith
 - E. Foundation Board Report – Forrest Rhodes, Kim Krull
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EXECUTIVE SESSION

TRUSTEE MOTION: By _____

Mister Chair I move that the Board recess into executive session for consultation with legal counsel in regards to acquisition of real estate to include the Board, Dr. Kim Krull, Kent Williams, Lori Winningham, and Ray Connell with action to follow as appropriate.

The open meeting will resume here in the Kanza Meeting Room in 30 minutes.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

ENTER EXECUTIVE SESSION @ _____ P.M.

RETURN TO OPEN SESSION @ _____ P.M.

ANY ACTION REQUIRES A MOTION, SECOND, and VOTE

OCTOBER BOARD RECOGNITIONS

Monica Zavala – Planning for College Coordinator for KACRAO

Megan Chambers – Vice President for Professional Development for KACRAO

Michelle Ponce – Past President for KACRAO

Aletra Chaney-Profit – Handshake Advisory Board Member

MONITORING REPORTS

Advancement Division

Presented by: Tom Borrego, Executive Director, Butler Foundation

Fundraising (Foundation)

Staffed by Tom Borrego, Executive Director, Angie Friesen, Accounting Officer, Hayley Hobbs, Assistant Director of Donor Relations, Mary Moon, Executive Director of Community Advancement, and Averie Nelson, Assistant Director of Development & Scholarships.

The Foundation is currently looking to replace Chelsey Barnhart, who resigned to welcome her first child and stay at home.

The Foundation Board of Directors provided several opportunities for budget relief to the College, voting to provide \$100,000 in recruitment scholarships, a partial pay back of the annual amount of money allotted to the Foundation for salaries and benefits, and approving \$694,098 in scholarships from the \$12 million endowment for 2020-2021 academic year.

Despite the College moving to an all-online learning format in the spring due to COVID-19 and, thus, holding a virtual commencement, the Foundation shifted and was still able to award transfer scholarships to graduating sophomores. In total, eight students received more than \$27,000, most notably the Hubbard Award of Excellence winner, Alanis Balza, who receives \$15,000 to her transfer institution Emporia State University. Each Hubbard Award finalist receives a small award as well. Butler is fortunate to have donors with the generosity to assist students after they graduate. Below is a list of all of the students who received transfer scholarship dollars.

- Alanis Balza – Hubbard Award of Excellence
- Hannah Becker – Helen Teter Zebold Scholarship & Hubbard Finalist
- Kylie Litavniks – Winnie Broers Estate Scholarship & Hubbard Finalist
- Ashley Prentice – Crossland Family Scholarship
- Valerie Reimer – David and Shirley Longfellow BEST Scholarship
- Sam Rinkenbaugh – Butler Community College Trustee Scholarship
- Bailey Baker – Hubbard Finalist
- Summer Scharenberg – Hubbard Finalist

The Foundation Board of Directors recently welcomed five new members. The board meets quarterly and governs the operations and investments of the Foundation.

2020-2021 Foundation Board of Directors

- President – Rod Young
- President-Elect – Evan Funk '00
- Treasurer – Mike Clifton
- John Blickenstaff '85
- Aletra Chaney-Profit
- Suzanne Coin '90
- Carolyn Connell
- Pam Cross '92
- Dr. Tom Estep
- Alan Jaax
- Janice Jones
- Teri Monteferrante
- Nelson Mosley
- Ryan Murry
- Betsy Redler
- Jay Stehley
- Ex-Officio – Kim Krull
- Trustee Liaison/Ex-Officio – Forrest Rhodes

At each meeting, the board reviews a dashboard report that shows new financial growth that is a result of solicitations by Foundation staff, mail appeals, etc. For the 2019-2020 fiscal year, there was little disruption in overall fundraising due to COVID-19. An emergency appeal to provide funds to students affected by the pandemic brought in more than \$10,000. Overall, the Foundation raised more than \$1.4 million during that fiscal year, comparable to the year prior. A breakdown of the Butler Benefit Auction and corporate sponsorships can be found below.

Butler Benefit Auction

The Butler Benefit Auction remains a popular event, raising money for scholarships as well as to fund a portion of the Foundation's operations. The event is attended by generous guests from throughout Butler County and the Wichita area. Lance & Lisa Lechtenberg served as honorary chairs of our incredibly successful 2020 event.

Butler Benefit Auction Results	2018	2019	2020
Event Revenue	\$ 247,603	\$ 237,946	\$ 247,979
Number of Guests	346	310	320
Percent Guests who Gave in Event	70%	70%	72%

Corporate Sponsors

Corporate sponsors help fund Foundation operations and create visibility for businesses as leaders committed to student, community and workforce success. Due to the uncertainty of events in 2020/2021, we are transitioning to an annual corporate sponsorship appeal that is not reliant upon events taking place.

Corporate Sponsors	2017-2018	2018-2019	2019-2020
Auction Sponsors (<i>Excludes in-kind</i>)	\$ 56,589	\$ 57,239	\$ 60,094
Other Foundation Event Sponsors	\$ 6,300	\$ 7,500	\$ 7,500

Community Advancement

Staffed by Mary Moon, Executive Director and Trisha Walls, Coordinator.

Facilitates constituent-specific activities aligned with the strategic priority, contribute to our communities.

Advance Kansas

Each year, leaders of business, education, government and non-profit organizations participate in the Advance Kansas diversity initiative hosted by the college and facilitated by diversity and leadership development consultant, Juan Johnson of Atlanta, GA. Society at large and organizations across all sectors, are recognizing the need to eliminate racism, sexism, and all forms of systemic discrimination and to build diverse, equitable, and inclusive organizations and communities. To achieve this aspiration, leaders must have knowledge, skills, and commitment to fully incorporate diversity, equity, and inclusion into their organization's core mission. Building these leadership capabilities is the focus of Advance Kansas. Fostering inclusivity and promoting a diverse educational experience are instrumental in helping students succeed. Butler leaders benefit from the opportunity to build new and deeper relationships across multiple diversity dimensions, while gaining skills for creating a culture of understanding, awareness and inclusion within the college. Spirit AeroSystems, Evergy, Meritrust Credit Union, and Envision provide funding for Advance Kansas.

Life Enrichment

Life Enrichment is an educational, entertaining, and cultural program designed to engage community members in the life of the college. Meetings take place monthly during the academic year and are open to everyone. Programs feature speakers and performers tailored to the interests of active older adults. The most popular programming includes speakers on local or Kansas history and singers. Changes made in the program (as well as programming) over the last few years are paying dividends by increasing membership. Life enrichment builds awareness of the college and in the community. Members visit the college, attend our athletic and fine arts events, and get involved in the community. For the 2020-2021 year, Life Enrichment is planning on hosting virtual meetings.

Life Enrichment Performance	2017-2018	2018-2019	2019-2020
Membership	96	118	151
Average meeting attendance	46	58	73
% Membership age 75 and under	45%	53%	58%

Butler County Spelling Bee

Community Advancement contributes to our communities by coordinating the Butler County Spelling Bee which is produced by college librarians for elementary and middle school students. This activity is valued by Butler County school districts and brings some of the brightest students in the county to our campus along with their teachers, parents and grandparents. The 2020 county bee featured spellers from 28 schools. The winner was from Blackmore Elementary in El Dorado.

College Relations and Marketing

Staffed by: Kelly Snedden, director, Kellee Kruse, associate director, James Schisler, digital marketing specialist, Rodney Dimick, communications specialist, and Andy Jacques, web graphic designer.

Andy Jacques, a longtime employee in IT, has replaced Adrian Beiting as the department’s web graphic designer. Andy had been assisting College Relations & Marketing part-time since 2014 with various video, photography, and website projects. As of July 1, 2020 his position was officially shifted to College Relations and Marketing in a fulltime capacity.

MAJOR PROJECTS

- Implementation of Act-On marketing automation software
- Review of website content management system vendors for critical website performance enhancements
- Continue refining implementation of advertising campaigns and behavior tracking for top of the funnel growth for leads and inquiries to application.
- Strengthen community partnerships and program outreach as warranted
- Complete launch and implementation of new *READY FOR MORE* campaign across all channels.
- Implement stronger reporting metrics

MARKETING STRATEGIES

- All traditional media (radio, TV, print ads, billboards)
- Website tracking and behavior tracking, visitor retargeting
- Search Engine Optimization (SEO) (placement and impressions on online search engines like Google)
- Email marketing
- Digital ad networks (like Google)
- Social media marketing on Facebook, YouTube, Twitter, LinkedIn, Instagram, Snapchat, Tik Tok (ads, posts, impressions, engagements, clicks)

- Third party geofencing and physical address targeting and retargeting
- Direct mail
- Area Sponsorships
- Print materials (postcards, posters, publications, brochures, flyers, letters)
- Press Releases for news coverage and hometown awareness

ENROLLMENT and MARKETING AUTOMATION

College Relations & Marketing is focused on increasing awareness, branding and, ultimately, leads for the institution. The addition of Act-on, a marketing automation system, in spring 2020 will serve to be a critical tool for this initiative as it allows automated workflows to be built and launched based on a prospect's behavior with an ad, landing page, form or website. Ultimately, syncing with Ellucian Recruit (the admissions platform), with Act-on, the Marketing Dept. will be able to score leads based on their behavior allowing admissions to react to that information per prospect. This is a robust system and will take time to build. This work is underway.

Over the past year, accessibility to Ellucian Recruit has assisted with tracking funnel traffic either by semester or by academic program. This is very helpful to marketing in determining where to focus. Though marketing is still working to refine these processes, the staff now knows that as of September 8, 2020 the Fall 2020 prospect pool showed 11,424 (this includes all funnel stages) compared to 10,803 in the Fall 2019 prospect pool.

This system also allows for the ability to now "capture back" any non-conversions (those who applied but did not enroll). For example, more than 8,000 admits have been "recaptured" back into the Act-on system and will now be retargeted for the spring 2021 semester or future semesters.

Act-on also allows the Marketing Dept to easily build and deploy mobile friendly landing pages for various marketing campaigns, in order to capture leads from embedded forms and tracking of lead/nonapplicant behaviors. Currently there are more than 34,000 prospects in the system.

In addition, related to academic materials and content needs, the staff is nearing completion of more than 20 MetaMajor folders. Approximately six need completed with 16 folders printed and delivered.

Also, through the Strategic Enrollment Management Team, marketing staff has supplied a communication flow for admissions involving content, artwork and HTML as needed for more than 50 emails to be used for recruiting purposes.

METRICS

The Short Term Class Campaign for this fall has registered 177,789 entrances to the special webpage, compared to last year's 164,959 entrances. The main homepage saw 259,728 unique visits compared to last year's number of 249,006 for the same time period. Also, with the stronger implementation of inhouse email marketing through Act-

on and Fire Engine Red (also an inhouse email deployment system), the main short term classes landing page, compared to the same time last year, saw visits increase from 769 last year to 6,076. These are but a few of the metrics marketing reviews and tracks.

STUDENT WORKERS

The marketing strategies noted above require multiple assets (content, photos, video, artwork, branding) along with identifying target audiences and numerous distribution channels). Due to the level of task demands, College Relations and Marketing recently doubled its student worker base. The department now has six student workers who assist the five fulltime staff members with project management and calendar coordination, writing, website updates, photography, motion graphics, video shooting and editing and social media. The department is also in the process of finalizing its first ever internship with a Kansas State University senior in strategic communications. The intern is a former Butler student and is scheduled to graduate in May from KSU. Marketing is hopeful the internship experience will be of substantial quality enough that KSU allows future interns to work with the department.

This work experience is valuable to students desiring to build a portfolio for career growth and the staff takes very seriously their cultivation of student workers.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

**TOPIC for DISCUSSION
Faculty Development Update**

REPORT:

In July 2012, Mark Jarvis was named the Director of Faculty Development for Butler. Since then he has created a team of faculty (the Faculty Development Team – FDT) which facilitates faculty trainings on campus and virtually and has provided presentations at conferences nation-wide. In August, they hosted New Faculty Institute for the new full-time faculty members, New Adjunct Orientation for new Adjuncts and Professional Development Days (PDD) for all full-time faculty. All of these trainings were done virtually for the first time ever. In addition to these trainings, the Faculty Development Team lead monthly workshops called “Second Saturdays” where faculty share sessions on a variety of topics ranging from AVID techniques to meditation and self-care.

In May 2019, Lori Moshier joined the Faculty Development program as the Faculty Development Specialist. With Lori & Mark, the team is always innovating and finding new ways to engage faculty. They will be at the meeting to share some additional specific information on the work of the FDT, Butler faculty and staff.

RECOMMENDED ACTION:

This topic is for discussion purposes.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Kim Krull, President
Supervisor:
Date: October 13, 2020

BOARD ACTION ITEMS

TOPIC for ACTION Board Bylaws and Policies

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 includes the development of a policy statement and procedures that support the stated policy.

In September, included for discussion and action were updates to the Board of Trustees Bylaws, Code of Conduct and Responsibilities Policy, Code of Ethics Policy, and the Philosophy of Compensation Policy. New policies included a Professional Development Policy and Resolution of Censure Policy.

The Board Bylaws, Code of Ethics Policy, Philosophy of Compensation Policy, and Professional Development Policy were approved by the Board. The Board requested additional review be completed by college legal counsel on the Code of Conduct and Responsibilities Policy and the Resolution of Censure Policy. That review has been completed and those policies are included on the agenda this month.

Also in consultation with college legal counsel and Dr. Phil Speary, a new policy, "Violation of Board Policy" has been developed using policy examples from Johnson County Community College, Maricopa Community College, Northeast Community College, and Seward County Community College. It provides a "step-wise" approach for determining if there has been a violation of Board policy and how the concern can be resolved.

Ray Connell, College General Counsel has reviewed all three policies on the agenda this month and indicated all provisions are appropriate and none that violate Kansas Law in his opinion. He also indicated that the proposed "Violation of Board Policy" provides Board members due process and fair sanctions if a violation of Board policy occurred.

RECOMMENDED ACTION:

The Administration recommends the approval of the Code of Conduct and Responsibilities Policy, Resolution of Censure Policy and the Violation of Board Policy.

RECOMMENDED FUNDING SOURCE:

Not applicable

Submitted by: Dr. Kimberly Krull
Supervisor:
Date: October 13, 2020

Code of Conduct and Responsibilities Policy

The Board of Trustees retains full legislative authority in accordance with the state laws, the Board of Regents and the expressed will of the electorate. The Board delegates authority to the President of the college subject to Board approval in accordance with Higher Learning Commission accreditation criterion, over all personnel, educational, financial and business matters pertaining to the operation of the college.

In carrying out the functions as a member of the Butler Community College Board of Trustees:

- Trustees recognize that to serve on the Board of Trustees for Butler Community College is to commit oneself to achieving the stated college mission and vision with perspective and supporting the community college system in general.
- Trustees will devote time, energy, thought, and study to the duties and responsibilities of this elected office so effective and credible service may be rendered to the employees, students and college stakeholders.
- Trustees' conduct will be guided by integrity, civility, and mutual respect in working with other Trustees, college employees, and students. Board members will not support or engage in personal attacks on fellow Trustees, college administrators, college employees, or students through direct conversation, in writing, or through social media.
- Trustees will promote mutual respect among one another and among all college employees and will not use their position to embarrass, intimidate, or threaten employees or students through direct conversation, in writing, or through social media.
- Trustees or members of their immediate family shall comply with K.S.A. 75-4304 regarding conflict of interest. All Board members are considered public officers.
- Trustees will not apply for or be considered for employment in any capacity with the college.
- Trustees will participate in New Board Member Orientation planned by the Board Chairperson and the President. New Board members will be mentored by existing Board members.
- The Board of Trustees will conduct self-evaluations annually in conjunction with the evaluation of the President.
- Trustees will base personal voting decisions on all available facts in each situation and abide by and uphold the final majority decision of the Board

- Trustees understand the decisions and actions of a single member cannot be binding on the entire Board.
- Trustees understand the Board exercises its powers and duties only in properly called meetings, where a majority of the Board constitutes a quorum and therefore must conduct relationships with College employees, stakeholders and the press on the basis of this fact and engage in no private action that will compromise the Board.
- Trustees understand the primary function of the Board is to concern itself with broad questions of policy, establish effective policies for the College and delegate authority for the day-to-day operations and administration of the educational programs and conduct of College business to the President and employees.
- Trustee questions and/or requests for assistance and information from College Administrators, faculty, staff, and/or students will be first directed to the College President. Requests will be evaluated and appropriate College personnel will be engaged as needed. Requested information will then be provided to all the Trustees. If requests are deemed to potentially create undue time constraints and/or workflow disruptions, the Board majority will determine the necessity of the request.
- Trustees will use care and discretion when communicating, including on social media, so as not to convey the perception personal opinions and ideas represent those of Butler Community College and/or Butler Community College Trustees as a whole.
- Trustees will follow all applicable College Policies, Procedures and Board of Trustees Bylaws, policies, and guidelines.
- Trustees will adhere to the Code of Ethics Policy in addition to the Code of Values and Ethics for Kansas Community Colleges and the ACCT Standards of Good Practice.
- Trustees will keep confidential all information of a confidential or sensitive nature provided to the Board, including information received during executive session, the disclosure of which would be contrary to fiduciary obligations of a Board member, compromise attorney-client privilege, or violate any law or court order. All executive session material, discussion, and correspondence with College legal counsel shall remain confidential. No Trustee will disclose confidential or sensitive information to any non-Board Member. (K.S.A. 45-221(a)(2), K.S.A. 60-426)

Functions

Since the Board of Trustees is the governing body of the College, its attention is necessarily directed to planning, evaluating and policy-making.

Personnel

- Direct the Administration to negotiate with any appropriate representatives of professional employees utilizing the Mutual Gains Bargaining (MGB) process
- Employ President, negotiators, attorneys, auditors and other necessary consultants
- Ratify employment of all other personnel upon recommendation of the administration
- Agree upon and/or adopt any and all appropriate wages and working conditions
- Take all actions necessary or desirable to carry out responsibilities of the Board

Curriculum

- Make decisions relating to the general scope and nature of the educational offerings
- Enforce the rules and regulations of the Board of Regents and the state laws as they pertain to the instructional program

Financial

- Approve and adopt an annual budget
- Approve current expenditures above President's authority
- Adopt regulations concerning accounting for college funds
- Make decisions as to time, size and sale of bonds and to the investment of monies

Facilities

- Determine where, what and how to build
- Employ an architect
- Purchase, hold and sell sites
- Employ contractors

Public Relations

- Represent the college to the community and the community to the college
- Represent the college before individuals and groups
- Work for adequate financial support from all sources
- Provide for public use of college facilities

Students

- Determine policies concerning admission, graduation requirements, health and personnel services and other provisions as recommended by faculty and administrators
- Set tuition and fees
- Provide for scholarships and other grant-in-aid as recommended by the appropriate personnel

Operations

- Approve annual Board calendar
- Delegate the interpretation of policy and the management of regulations to the President
- Require reports on the management and operation of the college
- Ratify contracts

(Rev. 6/04, 7/05, 7/10)

Violation of Board Policy

The Board and its members are committed to faithful compliance with provisions of the Board's governing policies. To uphold the Board's integrity, the Board will constructively address perceived violations of Board policies.

Concerns that a Board member has violated Board policy, including the Code of Ethics or Code of Conduct and Responsibilities, will be directed to the Board Chair. The Board Chair or a special committee appointed by the Board Chair will review any charge of any Board Member having violated Board policy once submitted in writing.

If the charge states that the Board Chair committed the violation, the Board Vice Chair will assume the role of the Board Chair for purposes of resolution of the charge.

The accused Board member will be informed of the charge.

If the Board Chair determines a violation of policy is contained in the charge, the Board Chair will request from any party any relevant, available evidence, including documents, statements, recordings or other items that tend to show facts that constitute whether the violation did or did not occur. The accused Board member will have the right to present any evidence relevant to a determination of whether a violation did or did not occur, including the right to face and question any accuser.

Once the Board Chair has assembled the evidence, the charge and the evidence will be presented to the Board for action at the next regularly scheduled Board meeting occurring at least 30 days from when the written charge was received. The Board members not subject to the charge will determine whether or not

- the charge is a violation of Board policy and
- if evidence proves the facts constituting a charge did occur.

If a majority vote of the Board members not subject to the charge determines evidence doesn't support both of the above, the issue will be considered resolved.

If a majority vote of the Board members not subject to the charge, determines both of the above in the affirmative, the accused Board member will be deemed in violation of Board policy. The Board will then, by majority vote of those Board members not subject to the charge, determine what further action to take, if any.

Possible courses of action include, but are not limited to:

- Public reminder of the accused Board member of the expectation and fiduciary duty to cease such actions and/or behaviors
- Limiting any authority that has been delegated to the accused Board member to represent the Board
- Removal as a Board officer if the accused Board member was an officer
- Removal as a Board committee member if the accused Board member was a committee member

- Removal as a representative of a state, KACCT, regional, national or other organization related to Board membership if the accused Board member was a representative
- Denial of travel to state, regional, or national meetings as a representative of the Board
- Public comment admonishing the accused Board member actions and/or behaviors
- Resolution of censure of the accused Board member actions and/or behaviors

If after the accused Board member is deemed to have committed a violation of Board policy, the Board Chair or special committee determines the charge may contain a criminal or civil violation under Kansas law, the Board members not subject to the charge will consult legal counsel for a professional opinion whether the violation of policy constitutes a criminal or civil violation, the Board may refer the charge and evidence to the appropriate County Attorney upon majority vote of the Board members not subject to the charge.

Resolution of Censure Policy

In accordance with Robert's Rules of Order, the Board of Trustees may, after investigation and upon adoption of written findings of fact, adopt, by majority vote, a resolution of censure with respect to any Trustee who violates the provisions of Board policy including the Code of Ethics or Code of Conduct and Responsibilities.

TOPIC for ACTION
Reduction in Force or Disinvestment Policy

REPORT:

A reduction in force (RIF) or disinvestment of programs or positions occurs when budgetary constraints or other business conditions require Butler Community College to eliminate positions while still providing the highest level of service possible with a reduced work force. Determining the retention or separation of such positions includes an evaluation of the relative skills, knowledge and services which may be reassigned or no longer performed.

In continuing the college's review of current policies, it was determined the current "Outplacement Assistance for Reduction in Force or Disinvestment of Positions" policy did not address the full needs for evaluation, selection and separation practices that are necessary to be performed in exercising a RIF strategy. In particular, an updated policy needed to specifically include the employee groups who be included or excluded, re-employment and notification guidelines, and separation pay and benefit information. The updated information also includes clear steps to be followed for organizational review and development of a RIF plan.

The proposed policy includes the recommended policy guidelines and practices, and replaces the "Outplacement Assistance for Reduction in Force or Disinvestment of Positions" that is currently found in the employee handbook.

RECOMMENDED ACTION:

The administration recommends the Board of Trustees approval of the Reduction in Force or Disinvestment Policy as a replacement to the current statement in the Employee Handbook.

RECOMMENDED FUNDING SOURCE:

Operating Budget: Salaries and wages are currently budgeted and funded in the operational budgets and no additional costs are projected.

Submitted by: Shelley Stultz, Associate Vice President of Human Resources
Supervisor: Dr. Kim Krull, President
Date: October 13, 2020

Current Policy Statement:

~~Outplacement Assistance for Reduction in Force or Disinvestment of Positions~~

~~Employees who are adversely affected by a Reduction in Force or a disinvestment of a position will be provided monetary assistance for outplacement services. Monetary assistance will be provided as follows:~~

- ~~• Vice Presidents and Deans \$1,000~~
- ~~• Institutional Support Employees shall receive \$750~~
- ~~• Professional Employees (Full-time Instructors, Full-time Counselors and Full-time Advisors) shall receive \$750~~
- ~~• Operational Staff Employees shall receive \$500~~

~~These amounts will be pro-rated for part-time Institutional Support and part-time operational staff employee's based on the budgeted hours per week for the position. (New 07/12)~~

New Proposed Policy:

Reduction in Force or Disinvestment of Position(s)

Policy Statement

Butler Community College is a dynamic Higher Education organization that works to provide a stable and secure work environment while being diligent to constantly review financial performance, seek opportunities for agility and efficiency, and strive to meet the needs of our students and broader campus community. These efforts may include the development of new programs, the disinvestment of others, the restructuring of work units, the creation or elimination of positions, or other decisions necessitated by strategic and operational needs, changes to internal or external funding, or other factors affecting the College. As applicable, Butler Community College complies with all federal and state laws, including the federal Worker Adjustment and Retraining Notification (WARN) Act.

This policy applies to all regular full-time and part-time employees, excluding: faculty, whose interests are covered by a collective bargaining agreement, and those whose terms of employment are governed by a contract. Additional exclusions apply as outlined in the policy.

Policy Guidelines

Reductions in Force or Disinvestment of positions is based on the expectation that the duties of the eliminated position(s) are being permanently reassigned or will no longer be performed. If it is determined that the work or position needs to be resumed within 12 months (one year), the affected employees may be eligible for re-employment as defined in this policy.

Exclusions: The following positions are not entitled to RIF benefits:

- Employees who are in the 90-day probationary period.
- Full or Part-time temporary positions

- Grant or contract funded positions that have been funded 51% or more from sponsored projects
- Professional Employees covered by a collective bargaining agreement
- Unclassified positions subject to seasonal or partial year schedules such as Student Workers, adjunct faculty or on-demand employees
- Employees whose current position is eliminated, but the employee is reassigned to another position that allows the employee to remain in either full or part-time status
- Butler is transferring or contracting current work to an outside vendor, and the Butler employee(s) performing that work are offered employment by the contracted vendor

Re-employment

An employee whose position has been eliminated may apply for consideration for other available positions within Butler Community College for which they are competitively qualified. An employee is eligible for re-employment if their documented performance reflects job performance that meets or exceeds overall expectations and have not been subject to any documented disciplinary action or performance improvement plan during the preceding 12 months.

If the employee is re-employed within six (6) months of the separation date, seniority and non-paid leave benefits will be reinstated at their previous accrual rates and balance. The employee will be offered the appropriate rate of pay for the position offered. If employed after six (6) months lapse in employment, seniority will be adjusted to the new hire date and leave accrual balances will start a new accrual period. The employee will be offered the appropriate rate of pay for the position offered.

If an employee is re-employed within 60 days of the separation date, the waiting period for enrollment in the college health and welfare benefits will be waived.

Notification and Separation Pay

Employees will be notified of the reduction in force or disinvestment of position(s) in compliance with federal and state laws. In some circumstances the employee may receive notice of position elimination on the last day of expected work. Those who have not been offered another position within the college will receive four (4) weeks of separation pay. The amount of separation pay will be calculated based on the employee's most recent base rate of pay and the budgeted standard hours and FTE of the position. These amounts are subject to withholdings required by law, and any voluntary deductions for elected benefits that are continued during the four (4) week period.

Final payments will include remaining separation pay, and leave payouts for sick/vacation, and any outstanding amounts due to the college, in accordance with college policy. These will continue to be directly deposited to the employee bank account as designated with payroll.

Benefits

Full and part time employees in classified positions for at least three (3) years will be paid out up to 120 hours of earned and unused sick leave. Vacation balances that are fully earned and unused will be paid out. Those employees eligible and participating in the college health insurance plan will be covered through the last day of the month in which they employed and thereafter be offered COBRA as an option to continue coverage. Options to continue any other voluntary benefits elected will be offered by the individual providers.

Employees separated due to a reduction in force are eligible to collect unemployment insurance provided they meet the normal eligibility requirements.

Procedures

Reduction in Force or Disinvestment Determinations

The following steps are to be followed and factors considered in the organizational review and development of a RIF plan:

1. The department head will provide their respective Vice President with a clear statement of the rationale for eliminating or reducing programs and/or services. The statement must address the ultimate benefits to be achieved, such as reallocation of resources, effecting a budgetary reduction, or enhancing productivity.
2. Unit functions and responsibilities must be carefully analyzed to determine which areas, activities, programs, organizations, or classifications should be reduced, and include the jobs and functions that will need to be performed after the reductions are identified and the identified resources available.
3. The nature of the reduction in force or disinvestment and the employees affected must be documented using a consistent matrix for selection of reduced employees where multiple employees hold the same or similar job function.
4. The President, Vice Presidents and Associate Vice President of Human Resources will review and approve all proposed RIF requests and related documentation for affected employees.
5. When advisable the college legal counsel may be requested to review the proposed RIF once approved by the Presidents and Vice Presidents.
6. Human Resources is responsible for the timely distribution of the materials that managers are to provide to the departing employee. It is recommended that a Human Resources manager is present to assist in the discussion with the employee.
7. The department manager is responsible for ensuring the return of all college property and following standard separation procedures.



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., September 8, 2020 – Dankert Board Room**

STAFF ATTENDANCE

Lora Jarvis (Z)	Kim Krull
Bill Young (Z)	Matt Jacobs
Kent Williams (Z)	Phil Speary (Z)
Shelley Stultz	Jessica Ohman
Kathy McCoskey (Z)	Tom Borrego (Z)
Terry Sader (Z)	Lori Wunningham (Z)
Lisa Bolin (Z)	Mel Whiteside
Christy Streeter	Jake Kenney
Bill Rinkenbaugh	Tyler Nordman
Andrea McCaffree-Wallace (Z)	

BOARD ATTENDANCE

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

GUESTS

Rod Blackburn
Janice Jones
Wade Wilkinson
Larry Weis, Eby Construction
Tyler Dehn, Wildcat Construction (Z)
James McNaul, Beran Concrete (Z)
Randal Chickadonz, USD 394 (Z)

LEGAL BUDGET HEARING

Chair Howell called the 2020-2021 Legal Budget Hearing for Butler Community College to order at 4:36 p.m. Chair Howell introduced the Board of Trustees and other Butler Administration, Faculty and Staff that were present, and briefly explained the budget process for the College.

In a Special Meeting held on July 28, 2020, the Board of Trustees voted to pass the Notice of Public Hearing, setting the budget at \$77,915,445. The local dollars to be levied are \$14,420,075 that include \$12,928,138 for operations and \$1,491,937 for capital outlay. The legal budget provides the college with the ability to increase its expenditure budget in order to address a significant unanticipated expense in a timely fashion.

The Public Notice was published in the college's official publications and the public hearing was set for 4:30 p.m. today, September 8, 2020, in the Clifford/Stone Room of the Hubbard Welcome Center at Butler of El Dorado.

The hearing was then open to public comment from individuals wishing to speak concerning the budget. Rod Blackburn addressed the Board on the value of technical education programs.

The Legal Budget Hearing was adjourned at 4:44 p.m.

CALL TO ORDER

Chair Howell called the regular monthly meeting of the Board of Trustees to order at 4:44 p.m.

APPROVAL OF THE AGENDA

Trustee Law moved to approve the agenda as presented. Trustee Lechtenberg seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

APPROVAL OF 2021 LEGAL BUDGETS

Trustee Rhodes moved that the legal budget for 2020-2021 be approved as published with the amount of taxes to be levied for all funds of \$14,420,075 and the total expenditure budget for all funds of \$77,915,445. Trustee Law seconded. During discussion, Trustee Winslow requested that a full-detailed budget be placed online. Kent Williams said that the legal budget is posted every year. Lora Jarvis called a roll call vote and the motion passed unanimously.

**NOTICE OF PUBLIC HEARING
2020-2021 BUDGET**

The governing body of Butler Community College, Butler County, will meet on September 8, 2020, at 4:30 p.m., at the Clifford Stone Room of the Hubbard Welcome Center for the purpose of answering objections of taxpayers relating to the proposed use of all funds, and the amount of tax to be levied, and to consider amendments. Detailed budget information is available at the office of the Vice President for Finance and will be available at this hearing.

BUDGET SUMMARY

The Expenditures and the Amount of 2020 Tax to be Levied (as shown below) establish the maximum limits of the 2020-2021 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to slight change depending on final assessed valuation.

	2018-2019		2019-2020		Proposed Budget 2020-2021		
	Actual Expend. & Transfers	Actual Tax Rate*	Actual Expend. & Transfers	Actual Tax Rate*	Budgeted Expend. & Transfers	Amount of 2020 Tax to be Levied	Est. Tax Rate*
Current Funds Unrestricted							
General Fund	49,626,491	18.068	43,919,879	17.409	53,802,610	12,928,138	16.000
Postsecondary Tech Ed	12,843,638		11,665,993		13,166,058	XXXXXXXXXX	XXX
Adult Education	421,252	0.000	452,763	0.000	531,882	0	0.000
Adult Supp Education	435,817	xxx	388,404	xxx	506,075	XXXXXXXXXX	xxx
Motorcycle Driver	9,750	xxx	6,630	xxx	13,000	XXXXXXXXXX	xxx
Truck Driver Training	0	xxx	0	xxx	0	XXXXXXXXXX	xxx
Auxiliary Enterprise	6,776,415	xxx	5,613,845	xxx	7,500,000	XXXXXXXXXX	xxx
Plant Funds							
Capital Outlay	1,909,923	2.000	1,303,468	1.927	2,395,820	1,491,937	1.846
Bond and Interest	0		0		0	0	0.000
Special Assessment	0		0		0	0	0.000
No Fund Warrants	0		0		0	0	0.000
Revenue Bonds	0	xxx	0	xxx	0	XXXXXXXXXX	xxx
Total All Funds	72,023,286	20.068	63,350,982	19.336	77,915,445	XXXXXXXXXX	17.846
Total Tax Levied	14,970,129		14,970,129		XXXXXXXXXX	14,420,075	
Assessed Valuation	745,970,166		774,228,168		808,008,633		

Outstanding Indebtedness, July 1

	2018	2019	2020
G.O. Bonds			
Capital Outlay Bonds	4,440,000	3,200,000	1,930,000
Revenue Bonds			
No-Fund Warrants			
Temporary Notes			
Lease Purchase Principal	8,494,338	15,868,202	14,719,734
Total	12,934,338	19,068,202	16,649,734

* Tax Rates are expressed in mills.


Signature - Chair

RECOGNITIONS

- Trustee Winslow's Birthday

PUBLIC COMMENT – NONE

STANDING REPORTS

Student Government Association – SGA President Kristen Kamholz told the Board that the annual Paint Wars was held on August 27th and in addition to paint and water balloon fights, they also tie-dyed t-shirts and masks. September 2nd was their first meeting of the year in El Dorado. For College Colors Day, SGA teamed up with Dana Johnson to register students to vote and raffled gift cards. Next week is suicide prevention week so they are making plans with Nancy Hamm. The next SGA meeting is September 16 in Andover.

Operational Staff – Lisa Bolin told the board that OpStaff decided the recipients of their book scholarship. Usually they give two \$300 scholarships, but this year they did those two as well as two more for \$200. The next OpStaff meeting is September 10th.

Professional Employees – Dr. Terry Sader told the board he didn't have anything new to report, but continues to be amazed by the efforts of the professional employees due to the challenges of COVID. Everyone is engaging in multiple modalities for classes and students.

KACCT – Trustee Good reported that it was a joy to meet with the other colleges at 8:00 a.m. on Saturday and that all of the colleges were represented. They took a look at a bill by the attorney general and secretary of state that concerns Tracers on college and university campuses for COVID. They also were informed of the federal money awarded as well as a look at the marketing campaign geared towards high school students. October 5-8 is the national ACCT college convention that will be virtual and she will share the flyer with everyone. It is costly, but as a group it is more cost-efficient.

Board Finance Committee – NONE

Foundation Board Report – Trustee Rhodes reported that they held their quarterly meeting in August. Though they were unable to fundraise for as many months, the same amount was raised in 2020 as 2019. They will have completed the audit and will share that information in November. They are also in the process of recruitment for the board and will have that information in November as well.

As for now all of the fall events for the Foundation have been canceled and they are waiting until November to make a decision about the Auction.

President's Report – Dr. Krull said that Butler is in the 5th week of classes and the Critical Incident Management Team continues to meet twice weekly. The website is updated with the active COVID cases which currently is one employee and nine students. The college has had a total of 37 cases which is low compared to other institutions which she says is due largely to the fact that the protocols are followed very closely.

As Trustee Good mentioned, the annual Association of Community College Trustees conference is coming up October 5-8. It is kind of expensive, but there are discounts for

more participants. If any of the trustees are interested, they need to let Lora or Kim know as soon as possible.

The Project SEARCH interns started this week. This is a special project with the Butler County Special Education Interlocal, Butler Community College and local businesses. There are 280 programs across the US and this is the 7th or 8th year at Butler. Students are represented by all of the school districts in the Butler County Special Education. At Butler the students work in the Champion Training Center, Human Resources, Great Western Dining, and Facilities.

Dr. Krull reminded Trustees that there are food pantries open on both campuses for students and staff.

A quick look at the unofficial enrollment numbers said that the college is ahead on head count at 7247, but behind on our credit hour goal. Students are still enrolling for 2nd 8 week and high school courses.

Educational Facilities Authority Report – NONE

MONITORING REPORTS

Athletic Division – Tyler Nordman presented the Athletics Division annual report to the Board.

Sabbatical Reports – Andrea McCaffree-Wallace and Kathy McCoskey presented the board with their Sabbatical Reports from Fall 2019.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES – NONE

BOARD ACTION ITEMS

Because of commitments by community members, Trustee Howell moved the first action item up the agenda while the community members were present to provide discussion and then had Kathy McCoskey present her Sabbatical Report.

Construction Technology Program – Last March, the Board of Trustees reviewed the proposed Construction Technology AAS degree and gave their approval to submit the proposal to the Technical Education Authority (TEA). On May 14, the TEA approved the Construction Technology degree plan for submittal to the Kansas Board of Regents (KBOR) and was approved by KBOR June 18, 2020.

At the request of industry, various Butler staff worked with several educational and industry partners over a six-month timeframe to develop the Construction Technology AAS degree. College employees had numerous meetings and conversations with various construction companies within Butler and Sedgwick counties. Companies involved in these conversations include, but are not limited to, The Associate General Contractors (AGC) of Kansas, Eby Construction, Hutton Construction, Simpson Construction (current contractor on the Butler of Andover 5000 building remodel

project), Wildcat Construction, and others. Additionally, conversations have happened with Rose Hill High School to start a Construction Technology High School Academy program fall 2021. The program curriculum focuses on meeting regional construction industry needs and aligns with the National Center for Construction Education and Research (NCCER) standards.

There continues to be demand for construction workers within the region. As of August 31, 2020, within a 50-mile radius of Andover, Indeed.com listed 91 job openings and ZipRecruiter.com listed 69 job postings. Butler can be the education supply chain for regional contractors. Dean Mel Whiteside was joined by members of the advisory board to share the needs with the Board.

Trustee Law moved to approve the Construction Technology AAS degree for spring 2021 implementation. Trustee Rhodes seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Policy Revisions – 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 includes the development of a policy statement and procedures that support the stated policy.

One of the first sections of the Employee Handbook includes the Board of Trustees Bylaws and Board policies. With the College's Higher Learning Commission accreditation visit currently being scheduled for fall 2022, it will be important for a review and update of bylaws and policies to be completed. As part of the visit process and review of the College's governance, accreditation site teams will review Board policies and note how up-to-date they are and how they are being implemented and followed.

Included for discussion and action are updates to the Board of Trustees Bylaws, Code of Conduct and Responsibilities Policy, Code of Ethics Policy, and the Philosophy of Compensation Policy. New policies include a Professional Development Policy and Resolution of Censure Policy.

Board of Trustees Bylaws – Dr. Krull presented the following revisions (seen in red) to the Trustee Bylaws.

3.02 Special Meetings

Special meetings may be called by the Chairperson or by joint action of any three members of the Board. All notices willshall include the time and place of such meetings, the purpose for which the meeting is called, and the official agenda. Board action will take place only on items of business listed in the meeting notice and agenda. All Special Board Meetings are subject to the Kansas Open Meetings Act.

3.03 Work Sessions

Work sessions may be held on a periodic basis to facilitate thorough discussion on key Board agenda items prior to their formal presentation for Board action. All Board Work Sessions are subject to the Kansas Open Meetings Act.

3.04 Public Meetings

All Regular and Special meetings of the Board of Trustees are open to the public. When allowed by law, the Board reserves the right to go into an Executive Session.

3.05 Adjourned Meetings

Regular or Special Meetings which are adjourned before agenda completion may be held at such time and place as the Board determines in the motion to adjourn.

3.06 Quorum

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

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

3.07 Order of Business

In all Regular Meetings of the Board, the following items of business shall be observed:

- Call to Order
- Approval of Agenda
- Recognitions
- Public Comment(s)
- Reports
- Monitoring Reports
- Board Strategic Discussion
- Board Action Items
- Consent Agenda
- Supplemental Information
- Adjournment

3.08 Agenda

The Board Chairperson and the College President willshall prepare an agenda for all regular and special meetings of the Board and submit an agenda to each Board member in advance of each Regular Board Meeting. Board action will take place only on items on the agenda. Trustees desiring to have an item placed on the agenda will submit that item in writing to the Board Chair and President at least seven (7) working days prior to the meeting with proposed additions subject to approval by the Board Chairperson and College President. ~~Any member of the Board may ask that any item of special interest be included on this agenda.~~ Individuals or

organizations wanting items added to the Board Agenda shall submit them to the President's Office by the last Friday of the -month preceding the next month's Board Meeting and are subject to approval by the Board Chairperson and College President. The agenda and related Board packet for each regular Board meeting will be provided to Trustees at least four (4) days prior to the meeting and subsequent changes to the agenda will be communicated as soon as reasonably possible. The agenda and related Board packet for special meetings will be made available to Trustees at or prior to the Board meeting as time permits.

3.09 Motions

All motions will be recorded in the minutes as passed or failed. If a roll call vote is requested by a member, the recorder will call the vote of each member and it shall be recorded in the minutes.

Public Comment

The general public is welcome to address the Board of Trustees under the public comment section of the Regular Board Meeting Agenda. Personnel issues are prohibited from Public Comment. The Board Chairperson will ask visitors wishing to make brief comments to identify themselves and the topic they are wishing to address. If several members of one group or organization wish to speak to the Board concerning the same item, the Board Chairperson may ask the group to identify a single spokesperson.

A time limit of five minutes has been set for each recognized member or spokesperson of the audience to speak to the Board.

The Board will take no action during the Public Comment period of the Board Meetings. However, it will take the matter under deliberation and, if appropriate, direct the President to follow up with a written response and report at the next Regular Board Meeting.

Executive Session

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

ARTICLE IV - BOARD OFFICERS

4.01 Officers and Terms of Office of the Officers

The Officers of the Board of Trustees will be the Chairperson, Vice Chairperson, and Secretary/Treasurer. All Officers of the Board are elected at the first meeting in January of each year and serve a term of one year. Except for extenuating circumstances, as identified by the Board, the normal progression of officers is from Secretary/Treasurer to Vice Chairperson to Chairperson. An Officer may not serve more than two consecutive terms for a specific elected office.

A. Chairperson

The presiding member of the Board of Trustees is known as the Chairperson. The Chairperson presides at all meetings of the Board, represents the Board at all official functions unless the Board designates some other member, signs or stamps vouchers and warrants, works with the President to ensure that the full Board is apprised on appropriate college matters, and performs other duties as the Board assigns.

B. Vice Chairperson

The Vice Chairperson of the Board performs the duties of the Chairperson when he/she is absent. In the event of the removal or inability of the Chairperson to serve, the Vice Chairperson becomes Chairperson of the Board for the unexpired term. In addition, the Vice Chairperson serves on the Board Finance Committee.

C. Secretary/Treasurer

The Secretary/Treasurer is responsible for and signs minutes, has access to the official minutes of the Board, acts as record keeper for the Board, and performs other duties as the Board assigns. The Secretary/Treasurer's name is stamped on all checks and is responsible for signing all applicable checks and documents for the Board.

Terms of Office of the Officers

~~All Officers of the Board are elected at the first meeting in January of each year and serve a term of one year. Except for extenuating circumstances, as identified by the Board, the normal progression of officers is from Secretary/Treasurer to Vice Chairperson to Chairperson. An Officer may not serve more than two consecutive terms for a specific elected office.~~

ARTICLE V - COMMUNITY RELATIONS

5.01 Board Committees

The Board transacts business that is binding on the college only when it is in session, a quorum is present and minutes are kept. Committees may be appointed by the Chairperson for specific purposes. Such Committees may transact business binding on the college only within the authority specifically granted to them, and all business thus transacted must be approved by the Board in the next Regular or Special Board Meeting and ~~will~~**shall** be entered in the minutes as a matter of public record.

Interaction with Citizens

Citizens of the community may bring issues which deserve the attention of the full Board to individual Board members. Board members should avoid commitments until the entire Board has had an opportunity to thoroughly discuss the matter. The following should govern the Board member in such actions:

- Listen courteously
- Inform the citizen the matter will be given careful consideration
- Pass information on through appropriate channels

Handling Complaints

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

- Suggest the complainant seek a remedy from the proper college official (i.e. Faculty member, Dean, Vice President, Associate Vice President of Human Resources).
- Submit the complaint to the President, preferably in writing, to allow facilitation of approved complaint and grievance policy and process.
- Complaints regarding the President should be submitted to the Board Chair
- The college's approved policies and process will guide action the Board may take.

ARTICLE VI - PROFESSIONAL BOARD DEVELOPMENT AND MEETINGS

Members of the Board of Trustees are expected to participate in professional development activities which could include national, state, regional, and local programs related to the College at least once per year.

6.01 Board Participation

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

6.02 Reimbursement Guidelines

Travel expenses and other expenses incurred will be reimbursed in accordance with Butler's established Travel Payment and Reimbursement Policy.

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

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

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

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

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

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

All requests for reimbursement must be supported by original itemized, dated receipts. All receipts for allowable meals, transportation, lodging and other allowable expenses must be attached to the Expense Report and submitted to the President's Executive Assistant within ten (10) days after the last official day of travel.

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

ARTICLE VII - MEMBER BENEFITS

7.01 Tuition Assistance Policy

Board members, their spouses, and children are eligible for scholarships to cover the cost of their tuition for credit classes taught by Butler Community College. These scholarships ~~will~~ shall be granted under the following conditions:

- Children will not be over the age of 23 at the time of enrollment.
- No scholarship will be granted to any child, regardless of age, who is married, unless the child is living in the household of the Trustee and is wholly supported by the parent.
- The term "child" ~~will~~ shall be construed to mean natural child, adopted child, stepchild, or a person for whom the employee has been named legal guardian.

7.02 YMCA Membership

Board members are eligible for membership at the YMCA at a discounted rate. Board members may enroll in the Butler Corporate Membership at any YMCA Branch. The college will pay the \$50 annual membership fee.

7.03 Additional Fringe Benefits

Board members are eligible to receive a twenty percent (20%) discount on gift items and clothing purchased in the college owned campus bookstores. In addition, Board members may also attend all regularly scheduled, college-related activities* free.

*Jayhawk Conference rules prohibit free admission to regional or conference playoffs.

Dean Phil Speary shared his insight as a Higher Learning Commission (HLC) peer reviewer and said that it was good that the Board was starting this process now rather than wait until closer to the HLC visit in the Spring of 2023. He shared the five criteria of the HLC with the Board stating that two of them very clearly affect the Board including Criterion 1 (Mission) and Criterion 2 (Integrity).

The Trustees discussed the ability of Trustees to add items to the agenda. Trustee Winslow questioned why it was up to the Board Chair and college president to decide the agenda and the other Trustees were not able to add items.

Trustee Smith asked why the text on the bottom of page 34 which reads "Any member of the Board may ask that any item of special interest be included on this agenda." was stricken out. President Krull said that by Roberts Rules of Order, all trustees have ample opportunity to add items to the agenda. Trustee Smith moved to leave the wording in the policy. Trustee Winslow seconded. Lora Jarvis called a roll call vote with Trustees Smith and Winslow voting in favor and Trustees Good, Law, Rhodes, and Lechtenberg voting against. The motion failed.

Trustees Winslow and Smith asked that wording related to Board members receiving Board packet information 4 days prior to the meeting be updated to 4 business days to allow more time for review of the materials. Dr. Krull indicated she would work with Lora

to see if the deadlines could be moved up so that the books could be mailed sooner, but she was unsure if this was possible. The receipt of the financial information prior to the first of the month impacts the timeline to complete the books.

Trustee Law moved to approve the changes to the Board of Trustees Bylaws as presented. Trustee Rhodes seconded. Lora Jarvis called a roll call vote and Trustees Good, Law, Rhodes and Lechtenberg voted in favor while Trustees Smith and Winslow opposed. The motion passed.

Code of Conduct – Trustees reviewed the following revisions to the Code of Conduct Policy.

Code of Conduct and Responsibilities Policy DUTIES AND RESPONSIBILITIES

The Board of Trustees retains full legislative authority in accordance with the state laws, the Board of Regents and the expressed will of the electorate. The Board delegates authority to the President of the college subject to Board approval in accordance with Higher Learning Commission accreditation criterion, over all personnel, educational, financial and business matters pertaining to the operation of the college.

In carrying out the functions as a member of the Butler Community College Board of Trustees:

- Trustees recognize that to serve on the Board of Trustees for Butler Community College is to commit oneself to achieving the stated college mission and vision with perspective and supporting the community college system in general.
- Trustees will devote time, energy, thought, and study to the duties and responsibilities of this elected office so effective and credible service may be rendered to the employees, students and college stakeholders.
- Trustees' conduct will be guided by integrity, civility, and mutual respect in working with other Trustees, college employees, and students. Board members will not support or engage in personal attacks on fellow Trustees, college administrators, college employees, or students through direct conversation, in writing, or through social media.
- Trustees will promote mutual respect among one another and among all college employees and will not use their position to embarrass, intimidate, or threaten employees or students through direct conversation, in writing, or through social media.
- Members of the Board of Trustees or members of their immediate family shall comply with K.S.A. Statute 75-4304 regarding conflict of interest. All Board members are considered public officers. (See appendix for copy of statute)

(Revised 06/04)

- Trustees will not apply. No member of the Board shall apply for or be considered for employment in any capacity with the college
- Trustees Members will participate in New Board Member Orientation planned by the Board. The Board Chairperson and the President will plan the orientation. New Board members will be mentored by existing Board members. (Rev. 07-05)
- The Board of Trustees will shall conduct self-evaluations annually in conjunction with the evaluation of the President.
- Trustees will base personal voting decisions on all available facts in each situation and abide by and uphold the final majority decision of the Board

Limitations

The decisions and Trustees understand the decisions and actions of a single member cannot be binding on the entire Board.

- Trustees understand the Board exercises its powers and duties only in properly called meetings, where a majority of the Board constitutes a quorum, and therefore must conduct relationships with College employees, stakeholders and the press on the basis of this fact and engage in no private action that will compromise the Board.
- Trustees understand the primary function of the Board is to concern itself with broad questions of policy, establish effective policies for the College and delegate authority for the day-to-day operations and administration of the educational programs and conduct of College business to the President and employees.
- Trustee questions and/or requests for assistance and information from College Administrators, faculty, staff, and/or students will be first directed to the College President. Requests will be evaluated and appropriate College personnel will be engaged as needed. Requested information will then be provided to all the Trustees. If requests are deemed to potentially create undue time constraints and/or workflow disruptions, the Board majority will determine the necessity of the request.
- Trustees will use care and discretion when communicating, including on social media, so as not to convey the perception your personal opinions and ideas represent those of Butler Community College and/or Butler Community College Trustees as a whole
- Trustees will follow all applicable College Policies, Procedures and Board of Trustees Bylaws and guidelines
- Trustees will adhere to the Code of Ethics Policy in addition to the Code of Values and Ethics for Kansas Community Colleges and the ACCT Standards of Good Practice.
- Trustees will keep confidential all information of a confidential or sensitive nature provided to the Board, including information received during executive session, the disclosure of which would be contrary to fiduciary obligations of a Board member, compromise attorney-client privilege, or violate any law or court order. All executive session material, discussion, and correspondence with College legal counsel shall remain confidential. No Trustee will disclose confidential or sensitive information to any non-Board Member. (K.S.A. 45-221(a)(2), K.S.A. 60-426)

Functions

Since the Board of Trustees is the governing body of the College, its attention is necessarily directed to planning, evaluating and policy-making.

Personnel

-
- Direct the Administration to negotiate with any appropriate representatives of professional employees utilizing the Mutual Gains Bargaining (MGB) process
 - Employ President, negotiators, attorneys, auditors and other necessary consultants
 - Ratify employment of all other personnel upon recommendation of the administration
 - Agree upon and/or adopt any and all appropriate wages and working conditions
 - Take all actions necessary or desirable to carry out responsibilities of the Board

Curriculum

- Make decisions relating to the general scope and nature of the educational offerings
- Enforce the rules and regulations of the Board of Regents and the state laws as they pertain to the instructional program

Financial

- Approve and adopt an annual budget
- Approve current expenditures above President's authority
- Adopt regulations concerning accounting for college funds
- Make decisions as to time, size and sale of bonds and to the investment of monies

Facilities

- Determine where, what and how to build
- Employ an architect
- Purchase, hold and sell sites
- Employ contractors

Public Relations

- Represent the college to the community and the community to the college
- Represent the college before individuals and groups
- Work for adequate financial support from all sources
- Provide for public use of college facilities

Students

- Determine policies concerning admission, graduation requirements, health and personnel services and other provisions as recommended by faculty and administrators
- Set tuition and fees
- Provide for scholarships and other grant-in-aid as recommended by the appropriate personnel

Operations

- Approve annual Board calendar
- Delegate the interpretation of policy and the management of regulations to the President
- Require reports on the management and operation of the college
- Ratify contracts

(Rev. 07/10)
(Rev. 6/04, 7/05, 7/10, 9/2020)

Trustee Winslow moved to table this discussion until the next meeting, but there was not a second.

Trustee Good said that she would like to add to the paragraph on the bottom of page 40 a fine of \$500 if Trustees violate the confidential information that was discussed in Executive Session based on information provided on the Attorney General's website. Dr. Krull asked how a violation of confidential information would be validated.

The Trustees had a discussion about executive session and information that was shared from an executive session.

Trustee Smith expressed concern that passing this policy was a violation and would likely lead to the college being sued. Dr. Krull stated she would contact college legal counsel, Ray Connell, about the policy and confirm the legality issues.

After this discussion, Trustee Law moved to table this policy for legal review. Trustee Good seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Trustee Winslow asked for Ray to reference why or why not the statements in the policy would or would not be a problem so the Trustees could make the best decision going forward. Trustee Rhodes asked that Dr. Krull to also inquire with Ray about Trustee Good's recommendation of the fine and how guilt would be established.

Philosophy of Compensation – The following policy was reviewed.

Philosophy of Compensation Policy

The members of the Board of Trustees at Butler Community College support a personnel policy, one which allows the college to recruit and retain highly qualified employees. The board subscribes to a philosophy of compensation that recognizes the value and contributions of each employee to the overall success and purpose of our college in meeting student and community needs.

Toward that end, the board:

- ~~defines~~ and supports policies that promote fairness, recognition of achievement, responsibility, and accountability of all college employees. ~~The board also b~~
- believes ~~that~~ the working environment should encourage creativity and exploration of new ideas based on the premise that risks must and can be taken safely – if progress is to be made.
- ~~Further it is acknowledged that acknowledges that~~ while monetary compensation and tangible benefits are basic to the well-being of employees, other mechanisms for recognition of achievement must also be utilized as part of a total employee valuing process.

The Board of Trustees has historically supported and will continue to support compensation that has the following components: salary, a comprehensive benefits package and professional development opportunities.
(Rev. 7/06, Revised 9/20)

Dr. Krull indicated this current policy existed and simple editorial changes were made. Trustee Smith moved to approve the changes to the Philosophy of Compensation Policy. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Code of Ethics – The following policy was reviewed.

Code of Ethics Policy

The Board of Trustees believes it should exercise a leadership role with respect to governmental ethics **and public confidence in the integrity of its Board and employees. While the College acknowledges that its leaders may be involved in the affairs of other organizations, it remains crucial** to avoid even the appearance of a conflict of interest. It is with these thoughts in mind that the Board of Trustees has adopted this Code of Ethics.

Definitions:

"Conflict of Interest" – An actual Conflict of Interest occurs when financial or personal considerations compromise an individual's objectivity, professional judgment, professional integrity and/or ability to perform his/her responsibilities for the College. A perceived or potential Conflict of Interest can occur when, although there is no actual Conflict of Interest, the circumstances are such that a reasonable person might question whether a decision maker is biased in carrying out his/her professional responsibilities for the College.

Substantive relationships maintained by trustees and designated administrators, or members of their family, with the college or with organizations that do business with the college or that otherwise could be construed to potentially affect their independent, unbiased judgment in light of his or her decision-making authority or responsibility could be considered a Conflict of Interest or potential Conflict of Interest.

"Family Member" – For the purposes of this Policy and the Disclosure Form for Trustees and Institutional Officers, a Family Member includes a spouse, parent, sibling, child, or any other relative who resides in the same household as the Trustee or designated officer.

The following non-exclusive list provides examples of situations that often give rise to an actual or potential Conflict of Interest.

A Trustee or Designated Officer or member of his/her family as defined above:

- Serves as an officer, director, employee, partner, trustee or controlling stockholder of an organization that does substantial business with the college; substantial business would be one that received more than \$10,000 from the College in the previous fiscal year
- Is the actual or beneficial owner of more than 5% of the voting stock or controlling interest of an organization that does substantial business with the college
- **Has other direct or indirect dealings with such** an organization from which there are direct, indirect, or potential benefits from cash or property receipts totaling \$10,000 or more annually

- Is employed by the College or receives fees, benefits or other compensation from the college
- **Receives significant salary or other compensation from an entity/individual with which/whom the College does business**
- **Receives personal gifts or individual discounts from an entity/individual with which/whom the College does business**

Fiduciary Responsibilities:

Members of the Board and designated college officers serve the public trust and have a clear obligation to fulfill their responsibilities in a manner consistent with this fact. All decisions of the Board and recommendations made by these designated officers are to be made solely on the basis of a desire to promote the best interest of the institution and the public good. The College's integrity must be protected and advanced at all times.

Disclosure of Substantial Interests:

All Trustees and the designated officers are required to annually review the Code of Ethics and complete the Disclosure Form for Trustees and Institutional Officers identifying any substantive relationships that he or she maintains or members of his or her family maintain with the College or with organizations that do business with the College or otherwise could be construed to potentially affect their independent, unbiased judgment in light of his or her decision-making authority or responsibility. It will also be acknowledged by his or her signature on the Disclosure Form for Trustees and Institutional Officers that he or she is in compliance with the letter and spirit of this policy.

Trustees and the designated officers shall file this disclosure form on an annual basis after July 1 of each year and before July 31 of each year, with the chairman and the secretary of the Board of Trustees. These disclosure forms will be subject to public disclosure. New board members or new designated officers shall be provided the disclosure forms immediately upon taking office and shall fill out, sign and file the same within 30 days of taking office.

If a Trustee or designated officer is uncertain whether to disclose a particular interest or relationship, the Chairman of the Board of Trustees, the College President or College Counsel should be consulted.

Trustees and Designated Officers have an ongoing responsibility to timely update the Disclosure Form during the year upon the development of a new substantial interest or potential Conflict of Interest.

It is the declared policy of the Board that Trustees will not participate in board discussions or vote on items or transactions where Trustees have a conflict of interest or have developed a potential conflict of interest since the time of the filing of the

required disclosure form. Similarly, the designated officers with a conflict of interest shall not participate in making a recommendation to the board concerning a matter in which a conflict of interest exists.

Restraint on Participation:

Trustees or Designated Officers who have declared a potential conflict of interest, been found to have a conflict of interest, or who have developed a potential conflict of interest since the date on which they last filed a disclosure form, shall refrain from participating in consideration of proposed recommendations or transactions, unless for special reasons, the Board or administration requests information or interpretation. Trustees who fall into one of these categories shall not vote, participate in discussion or be present at the time of the vote on any such recommendations or proposed transactions.

Ineligibility in Employment:

In accordance with Kansas Statute 71-1403(d), no member of the Board of Trustees of a community college shall be an employee of the community college.

Violations:

A Trustee found to be in violation of this Code of Ethics may be subject to a Resolution of Censure. A Designated Officer found to be in violation of this Code of Ethics may be subject to discipline, up to and including termination of employment.

Scope:

This policy applies to each member of the Board of Trustees and to designated officers of the Butler Community College:

- President
- Vice President for Academics
- Vice President for Student Services
- Vice President for Finance
- **Vice President of Digital Transformation**
- **Associate Vice President for Student Services**
- **Associate Vice President of Human Resources**
- **Associate Vice President of Institutional Research and Effectiveness**
- **Executive Director, Butler Community College Foundation**
- Internal Auditor

All other employees are subject to the Conflict of Interest Policy (need to insert the updated number)

(New 7/14)

Disclosure Form for Trustees and Institutional Officers

Please complete the disclosure form and return to the chairman of the board no later than July 31.

1. Are you aware of any relationships with the college between yourself or a member of your family as defined by the letter or spirit of the Board of Trustees Code of Ethics that may represent a conflict of interest or might be perceived as a conflict of interest?

Yes _____

No _____

If yes, please list each such relationship and the details of annual or potential financial benefit if any, as you can best estimate them.

- a.
- b.
- c.
- d.

2. Did you or a member of your family receive any gifts during the past 12 months from any source from which the college buys goods or services or with which the college otherwise transacts substantial business, as defined in the Code of Ethics?

Yes _____

No _____

If yes, please list such fees, loans or goods/services, their source, and their approximate value.

- a.
- b.
- c.
- d.

3. Do you have a business relationship with an organization that does substantial business with the college, as defined by the Board of Trustees Code of Ethics?

Yes _____ No _____

If yes, please list each such business relationship.

- a.
- b.
- c.
- d.

I certify that the foregoing information is true and complete to the best of my knowledge.

Name _____
Date _____

Current Code of Ethics Policy is noted below :

CODE OF ETHICS FOR THE BOARD OF TRUSTEES
and CERTAIN INSTITUTIONAL OFFICERS

The Board of Trustees believes that it should exercise a leadership role with respect to governmental ethics. ~~The board has accordingly adopted a Code of Ethics which goes beyond statutory requirements. Board members believe that it is important to avoid even the appearance of a conflict of interest. A potential conflict of interest is a situation that involves a personal, familial or business relationship between a trustee or certain institutional officers and the college or between a trustee or certain institutional officers and organizations that do business with the college that can cause the college or the board to be legally or otherwise vulnerable to criticism, embarrassment, or litigation in the opinion of the public. It is with these thoughts in mind that the Board of Trustees has adopted this Code of Ethics.~~

1. Conflict of Interest

- a. ~~Scope: This statement of policy with respect to conflict of interest applies to each member of the Board of Trustees and to designated officers of the Butler Community College. It is intended to serve as guidance for members of the Board of Trustees and for the following college officers: President, Vice-President for Academics, Vice President for Student Services, Vice-President for Finance, Vice President of Information Technology/CIF, Vice President of Institutional Advancement, and Internal Auditor.~~
- b. Fiduciary Responsibilities: Members of the Board and designated college officers serve the public trust and have a clear obligation to fulfill their responsibilities in a manner consistent with this fact. All decisions of the Board and recommendations made by these designated officers are to be made solely on the basis of a desire to promote the best interest of the institution and the public good. The college's integrity must be protected and advanced at all times.

~~Men and women of substance inevitably are involved in the affairs of other institutions and organizations. An effective board, administration, and faculty cannot consist of individuals entirely free from at least perceived conflicts of interest. Although most such potential conflicts are and will be deemed inconsequential, it is everyone's responsibility to insure that the board is made aware of situations that involve personal, familial or business relationships that could be troublesome for the college. Thus, the board requires that each trustee and the designated officers annually (1) review this policy; (2) disclose any possible personal, familial or business relationships that reasonably could give rise to a conflict involving the college; and (3) acknowledge by his or her signature on the Disclosure Form for Trustees and Institutional Officers that he or she is in compliance with the letter and spirit of this policy. Thereby, it is the declared policy of the board that trustees will not participate in board discussions or votes on items or transactions where trustees have a conflict of interest or have developed a potential conflict of interest since the time of the filing of the required disclosure form. Similarly, the designated officers with a conflict of interest shall not participate in making a recommendation to the board concerning a matter in which a conflict of interest exists.~~

- c. **Disclosure:** All trustees and the designated officers are required to list on the attached form only those substantive relationships that he or she maintains or members of his or her family maintain with the college or with organizations that do business with the college or otherwise could be construed to potentially affect their independent, unbiased judgment in light of his or her decision-making authority or responsibility.
- In the event that a trustee or designated officer is uncertain as to the appropriateness of listing a particular relationship, the chairman of the board of trustees, the college president or college counsel should be consulted. Trustees and the designated officers shall file this disclosure form on an annual basis after July 1 of each year and before July 31 of each year, with the chairman and the secretary of the Board of Trustees. These disclosure forms will be subject to public disclosure. New board members or new designated officers shall be provided the disclosure forms immediately upon taking office and shall fill out, sign and file the same within 30 days of taking office.
- d. **Restraint on Participation:** Trustees or designated officers who have declared a potential conflict of interest, been found to have a conflict of interest, or who have developed a potential conflict of interest since the date on which they last filed a disclosure form, shall refrain from participating in consideration of proposed recommendations or transactions, unless for special reasons, the board or administration requests information or interpretation. Trustees who fall into one of these categories shall not vote, participate in discussion or be present at the time of the vote on any such recommendations or proposed transactions.
- e. **Definitions:** ~~The following definitions are provided to help trustees or designated officers decide whether a relationship should be listed on the disclosure form or should prevent a trustee or designated officer from participating in consideration of recommendations or proposed transactions:~~
- **Potential conflict of interest or conflict of interest:** substantive relationships maintained by trustees and designated officers, or members of their family, with the college or with organizations that do business with the college or that otherwise could be construed to potentially affect their independent, unbiased judgment in light of his or her decision-making authority or responsibility.
 - **Business relationship:** one in which a trustee, designated officer, or a member of his or her family as defined below serves as an officer, director, employee, partner, trustee or controlling stockholder of an organization that does substantial business with the college.
 - **Family member:** A spouse, parents, siblings, children, or any other relative ~~if the latter~~ resides in the same household as the trustee or officer.
 - **Substantive relationships:** When a trustee, designated officer, or member of his or her family, (a) are the actual or beneficial owner of more than 5% of the voting stock or controlling interest of an organization that does substantial business with the college; (b) has other direct or indirect dealings with such an organization from which the trustee, designated officer, or member of his or her family benefits directly, indirectly or potentially from cash or property receipts totaling \$10,000 or more

- annually; or (c) is employed by the college or receives fees, benefits or other compensation from the college.
 - Substantial business: An organization that does substantial business with the college is one that received more than \$10,000 from the college in the previous fiscal year.
2. Ineligibility for Employment
In accordance with Kansas Statute 71-1403(d), no member of the board of trustees of a community college shall be an employee of the community college.
(New 7/14)

Trustee Winslow wanted to update the definition of the family member. After discussion, the Trustees agreed the wording was appropriate as written and did not require updating.

Trustee Winslow recommended that the Board be very careful with Resolution of Censures.

Trustee Law moved to approve the Code of Ethics policy as presented if the Resolution of Censure is approved. Trustee Good seconded. Lora Jarvis called a roll call vote with only Trustee Winslow voting against. The motion passed.

Professional Development – The following Policy was reviewed.

Professional Development Policy

Members of the Butler Board of Trustees are expected to participate in professional development activities which could include national, state, regional and local programs related to the College at least once per year.

Travel expenses and other expenses reasonably incurred in connection with College business will be reimbursed in accordance with Butler's established Travel Payment and Reimbursement Policy.

Trustee Law moved to approve the Professional Development Policy as presented. Trustee Good seconded. Lora Jarvis did a roll call vote and the motion passed unanimously.

Resolution of Censure – The following policy was presented.

Resolution of Censure Policy

In accordance with Robert's Rules of Order, the Board of Trustees may, after investigation and upon adoption of written findings of fact, adopt, by majority vote, a resolution of censure with respect to any Trustee who violates the provisions of the "Board's Code of Conduct and Responsibilities or Code of Ethics."

Trustees were hesitant to adopt this policy without more input from legal counsel. After discussion, Trustee Law moved to table this policy for legal review. Trustee Smith seconded. Lora Jarvis did a roll call vote and the motion passed unanimously.

CONSENT AGENDA

Trustee Law moved to approve the consent agenda as presented. Trustee Rhodes seconded. Lora Jarvis called a roll call vote with only Trustee Winslow voting against. The motion passed. Items in the consent agenda included:

- Minutes of the Regular Board Meeting of August 11, 2020
- Approval of Bills and Warrants for August 2020 in the amount of \$3,855,078.34 (includes Expenditure Approval List - \$1,874,118.59 and Payroll - \$1,981,859.75)
- Approval of Tandem Cyber Operations Agreement in the amount of \$175,000
- Approval of TouchNet Agreement in the amount of \$130,649
- Approval of Chromebooks through CARES Act in the amount of \$125,000
- Approval of Laptops through CARES Act in the amount of \$106,250
- Ratification of BDI DataLynk Agreement
- Ratification of Collaborating Physician Agreement
- Ratification of Educational Affiliation Agreements with Butler County Health Department, Kansas Medical Center, Kansas Spine Hospital, Susan B. Allen, Harry Hynes Hospice, and Kansas Heart Hospital

Trustee Winslow wanted to make a public note that in reviewing the bids, there was one from an employee from whom there had not been a resignation included in the board materials. Bill Young responded by sharing that IS went to RFP in anticipation that the Chief Information Security Officer was resigning. Independent of the Office of Information Security, Bill and Amy Kerschner (Vendor Relations) created the RFP and added services that the college is not able to currently provide. Dr. Krull explained that because Kansas is an Employee at Will state, the only resignations on the Board agenda are those who are contracted and retirees.

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – Sam Rinkenbaugh & Misty Walton

Board Calendars

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
SEPTEMBER – OCTOBER**

September Board Finance Committee	Tuesday, September 8, 3:30 p.m. President's Conference Room	Lance Lechtenberg Shelby Smith
September Board Meeting	Tuesday, September 8, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
October Board Finance Committee Tour of Andover 5000 Building	Tuesday, October 13, 3:30 p.m. Grizzly Den	ALL TRUSTEES
October Board Meeting Andover 5000 Building	Tuesday, October 13, 4:30 p.m. Kanza Meeting Room	ALL TRUSTEES

2020-2021 Board Meeting Dates

- 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

<u>LOOKING AHEAD</u>		
November Board Finance Committee	Tuesday, November 10, 3:30 p.m. President's Conference Room	Lance Lechtenberg Shelby Smith
November Board Meeting	Tuesday, November 10, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
December Board Finance Committee	Tuesday, December 8, 3:30 p.m. President's Conference Room	Lance Lechtenberg Shelby Smith
December Board Meeting	Tuesday, December 8, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Fall 2020 ACTIVITY CALENDAR

E.B. White Gallery of Art Armando Minarez Exhibit Reception	August 21 – October 3 Thur, September 17 @ 6:00 p.m.
Cross Country @ Ollie Isom Invitational	Fri, September 11 @ 4:00 p.m.
Cross Country @ Muthama-Rogers Cross Country Invite	Sat, September 19 @ 10:00 a.m.
Cross Country @ Emporia State Invitational	Fri, October 2 @ 5:45 p.m.
E.B. White Gallery of Art Faculty Biennial Exhibit Reception	October 9 – November 19 Thur, November 19 @ 6:00 p.m.
Cross Country @ Tiger Open	Sat, October 10 @ 9:00 a.m.
Spring 2021 Enrollment Begins	Mon, October 26
Cross Country @ Region VI Championships	Sat, October 31 @ 10:00 a.m.
Celebration of Freedom Parade	Sat, November 7 Downtown El Dorado
Celebration of Freedom Concert	Sun, November 8 @ 7:00 p.m. Location TBD
Instrumental Music Chamber Concert (Woodwind & Brass)	Tues, November 10 @ 7:30 p.m.
Cross Country @ NJCAA National Championships	Sat, November 14
High School Show Choir Festival Concert	Mon, November 16 @ 7:00 p.m.
Dance Showcase	Thur, November 19 @ 7:00 p.m.
Fall Semester Ends	Tues, November 24
Thanksgiving Break – College Closed/No Classes	November 25-27
Summer 2021 Enrollment Begins	Mon, November 30
Grades Due by Noon	Tues, December 1
Winter Break – College Closed	December 22 – January 3
Martin Luther King, Jr Day – College Closed	Mon, January 18
First Day of Spring Classes	Tues, January 19
E.B. White Gallery of Art Dane Jones & Erin Raux Exhibit Reception	January 29 – March 26 Thur, February 18 @ 6:00 p.m.
Music Theatre of Wichita & Wichita Symphony Orchestra with the Butler Community College Concert Choir	Sat, February 13 Sun, February 14 For more information: www.wso.org
Children's Theatre Production TBD	Sat, February 20 @ 2:00 p.m.
Spring Break – No Classes	March 15 – 19
Fall 2021 Enrollment Begins	Mon, March 22
Institutional Development Day – No Classes	Thur, April 1
College Closed/No Classes	Fri, April 2
E.B. White Gallery of Art Annual Student Juried Exhibit Reception	April 15 – May 7 Thur, April 15 @ 6:00 p.m.

Theatre Production 4 - TBA	Thur, April 15 @ 7:30 p.m. Fri, April 16 @ 7:30 p.m. Sat, April 17 @ 2:00 & 7:30 p.m.
Instrumental Music Spring Concert	Fri, April 23 @ 7:30 p.m. Sat, April 24 @ 7:30 p.m.
Vocal Concert #4	Thur, April 29 @ 7:30 p.m. Fri, April 30 @ 7:30 p.m. Sat, May 1 @ 2:00 & 7:30 p.m.
Woodwind Chamber Recital	Mon, May 3 @ 7:30 p.m.
Brass Chamber Recital	Tues, May 4 @ 7:30 p.m.
Percussion Chamber Recital	Wed, May 5 @ 7:30 p.m.
Dance Showcase	Thur, May 6 @ 7:00 p.m.
Student Art Sale	Tues, May 11 10:00 a.m. – 4:00 p.m.
Commencement	Fri, May 14 @ 7:00 p.m.
Grades Due by Noon	Mon, May 17
Memorial Day – College Closed	Mon, May 31
Summer Semester Begins	Mon, June 7
Summer Semester Ends	Fri, July 30

ADJOURNMENT

Trustee Law moved to adjourn the meeting. Trustee Lechtenberg seconded. The motion passed unanimously. The regular meeting of September 8, 2020 was adjourned at 7:59 p.m.

Doug Law – Secretary

BILLS AND WARRENTS

TOPIC for ACTION

REPORT:

Bills and Warrants for September 2020 - \$6,364,742.02 (includes Expenditure Approvals List - \$3,735,589.87 and Payroll - \$2,629,152.15)

RECOMMENDED ACTION:

Approval of September 2020 bills and warrants.

RECOMMENDED FUNDING SOURCE:

Submitted by:	Sariah Wilson
Supervisor:	Yolanda Hackler
Date:	October 2, 2020

BIDS AND PURCHASES

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

REPORT:

Annual American Association of Community Colleges (AACC) dues for 2020-2021 are as follows:

AACC/Institutional Membership	\$11,663.00
President's Academy	\$75.00

Total	\$11,738.00
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Dues for 2020-2021 have not increased over those paid in 2019-2020.

RECOMMENDED ACTION:

Board approval of payment of AACC dues in the amount of \$11,738.00.

RECOMMENDED FUNDING:

General Fund

Submitted by:	Lora Jarvis
Supervisor:	Kim Krull
Date:	October 13, 2020



American Association of Community Colleges
One Dupont Circle, NW, Suite 700, Washington, DC, 20036, USA
Phone: (202) 728-0200 Fax: (202) 833-2467

ANNUAL DUES NOTICE

Date: 03-Sep-2020
Ship-To: 00000000730-0

Order Number: 1000173019
Order Date: 31-Aug-2020
Invoice Number :

Butler Community College
Attn: Kimberly Krull
President
901 S Haverhill Rd
El Dorado, KS 67042

Product	Fulfill Status	Status	Qty	Unit Price	Unit Discount	Coupon	Adjustment	Total
AACC/INST_MBR-AAACC - Institutional Member 01-Jan-2021 to 31-Dec-2021	Active	Proforma	1	11,663.00	0.00	0.00	0.00	11,663.00
AACC/PRES_ACADEMY-AAACC - Presidents Academy Fee 01-Jan-2021 to 31-Dec-2021	Active	Proforma	1	75.00	0.00	0.00	0.00	75.00
Shipping:								0.00
Total:								11,738.00
Paid To Date								0.00
Current Amount Due :								11,738.00

Please detach the lower portion and return it with your payment. Thank you.

Customer: 00000000730-0	Butler Community College		
Order No.: 1000173019	Invoice No:	Balance Due(USD):	11,738.00
Federal Tax ID: 53 0196569		Amount:	_____

Send payments to: American Association of Community Colleges
PO Box 75263
Baltimore, MD 21275

TOPIC for ACTION
Lincoln Torchmate 5x10 – CNC Plasma Cutting Table

REPORT:

The current ESAB welding plasma cutting table is over 20 years old and needs frequent, costly maintenance. Lincoln Welding is the sole vendor for this table; therefore, three bids are not listed. Lincoln is the sole manufacturer of plasma tables that not only offer step by step curriculum to train students, but the sole manufacturer of all components on this machine. Additionally, Lincoln offers onsite support for all troubleshooting and/or training needs. In the past, troubleshooting has been an issue with other manufacturers. Lincoln has a local representative who can assist the Welding department with any problems that could arise.

RECOMMENDED ACTION:

The Board approve the attached contract/agreement for \$56,701.18, to purchase the Lincoln Torchmate 5'x10' – CNC Plasma Cutting Table.

RECOMMENDED FUNDING SOURCES:

Carl Perkin's grant funds
Welding budget

Submitted by: Mel Whiteside, Dean – STEM
Supervisor: Lori Winningham
Date: September 17, 2020



**Cutting
Systems**

Budgetary Proposal Valid for 30 days TORCHMATE 5X10- CNC PLASMA WATER TABLE

Prepared By: Rorary Prisock
rprisock@torchmate.com
(775) 850-0137

Quote #: 67042-031020
Date: 03/10/2020
Cust Phone #: 316-323-9485
Distributor:
TSR: JOSH THIEME

Prepared For: Butler Community College
Email: msgalbraith@butlercc.edu

The TORCHMATE X CNC plasma-cutting table is Lincoln Electric's light industrial answer to shape cutting. The Torchmate X system with 80 or 125 Amp air plasma comes standard with Lincoln Electric's proprietary CNC motion controller. In one touchscreen interface, users are able to synchronize the height controller, motion controller and design software—making it easier than ever to teach a team of operators the CNC machine's most advanced operations.

Torchmate X CNC plasma tables are shipped fully assembled. All that is required from the end user is an on-site supply of air, power, and water. The computer software is fully installed, and the height control and torch are already mounted onto the gantry. Our customers can simply level the table, square the gantry, and begin cutting within a few hours!

STANDARD SYSTEM INCLUDES

- Multi tool CNC plasma table
- 80 amp Plasma Cutter – Cut up to 3/4" Mild Steel
- Touchscreen controls with emergency stop
- Next Generation Digital Height Control
- Magnetic Torch Breakaway
- Visual Machine Designer Software onboard nesting and shape library
- CAD Software
- DXF Importer (use with any CAD)
- Integrated Water Table
- Material Slat Supports
- Consumable Starter Kit
- Technical Phone Support
- 1 year complete, single source warranty



Finance your Investment starting at

\$1,065.65

per month o.a.c.

Complete quote on page 2



Cutting Systems

BUDGETARY PROPOSAL TORCHMATE X

Valid For 30 Days

DATE 03/10/2020

TORCHMATE CNC PLASMA SYSTEMS AND ACCESSORIES		Product Number	PRICE	QTY	QUOTE INCLUDES				
MACHINE AND TORCH									
Torchmate X 5x10-80 Amp CNC Plasma Cutting Table (5x10 cutting area)	LECS-080-0510-02	\$53,499	1		\$ 53,499.00				
Torchmate X 5x10-125 Amp CNC Plasma Cutting Table (5x10 cutting area)	LECS-125-0510-02	\$56,499							
Optional LC105 Handheld Plasma Torch 25 ft. (7.5 m) (FC80 Only)	K2849-1	\$568.26							
Optional LC105 Handheld Plasma Torch 50 ft. (15 m) (FC 80 Only)	K2849-2	\$688.04							
				Machine Total	\$ 53,499.00				
CONSUMABLES-MACHINE CUTTING FC80 (FC125									
FlexCut 80 Consumable Starter Kit - 1 Free With Machine Purchase	BK12849-SK	\$221.00							
FlexCut 125 Consumable Starter Kit - 1 Free With Machine Purchase	BK14300-SK	\$299.00							
				Consumable Total	\$ 0.00				
CNC PLASMA MACHINE CUTTING ACESSORIES AND OPTIONS									
Motorized Lifter Dry Acetylene Torch (Manual Gas Control) 50 ft. (15 m)	TMS-201-1050-15	\$3370.73							
Pnuematic Plate Marking Tool (Assembly Required)	TMS-203-1000-25	\$2,500.00							
TMCAD Design Upgrade: Nesting and Vectorizing	TMS-106-0011-11	\$540.15							
TMCAD ART Upgrade: ProText, Art Files, Fonts, Text Manipulation	TMS-106-0011-04	\$577.70							
TMCAD Education: Unlimited Student Licenses, Design & Art	TMS-106-0011-19	\$1209.72	1		\$ 1,209.72				
TMCAD Additional License Dongle	TMS-106-0011-03	\$150.17							
TMCAD Basic Project Book Classroom Series	TMS-106-0010-10	\$49.95	1		\$ 49.95				
Expanded Clip Art Gallery (Over 6000 DXF Cut Files)	TMS-106-0031-04	\$265.00							
One Day Onsite Training (\$2,000.00 value)	TMS-010-0001-05	\$00.01	1		\$ 0.01				
Three Day Onsite Training		\$6000.00							
PlateGuard Water Table Additive (55 Gallon Drum)	TMS-310-0001-02	\$1620.30							
				Accessory Total	\$ 1,259.68				
CUSTOMER NAME	Butler Community College								
CONTACT									
EMAIL									
SHIPPING ADDRESS									
REQUESTED SHIPPING DATE				Shipping Total	\$ 1,942.50				
FOB Reno to <input type="checkbox"/> Hawaii <input type="checkbox"/> Alaska <input type="checkbox"/> International FOB S.F.	Mileage	1,554.00	Subtotal	\$ 56,701.18					
PO #	Date	03/10/2020	Tax	\$ 0.00					
Card Holder	iw	Grand Total		\$ 56,701.18					
Billing Address	I have been made aware of my training options, I have recieved the terms and conditions Customer Signature								
Phone Number						316-323-9485			
Sales Associate						Rorary Prisock			
TSR						JOSH THIEME			
Distributor									
Distributor Contact									



**Cutting
Systems**

Budgetary Proposal TORCHMATE X- CNC PLASMA WATER TABLE

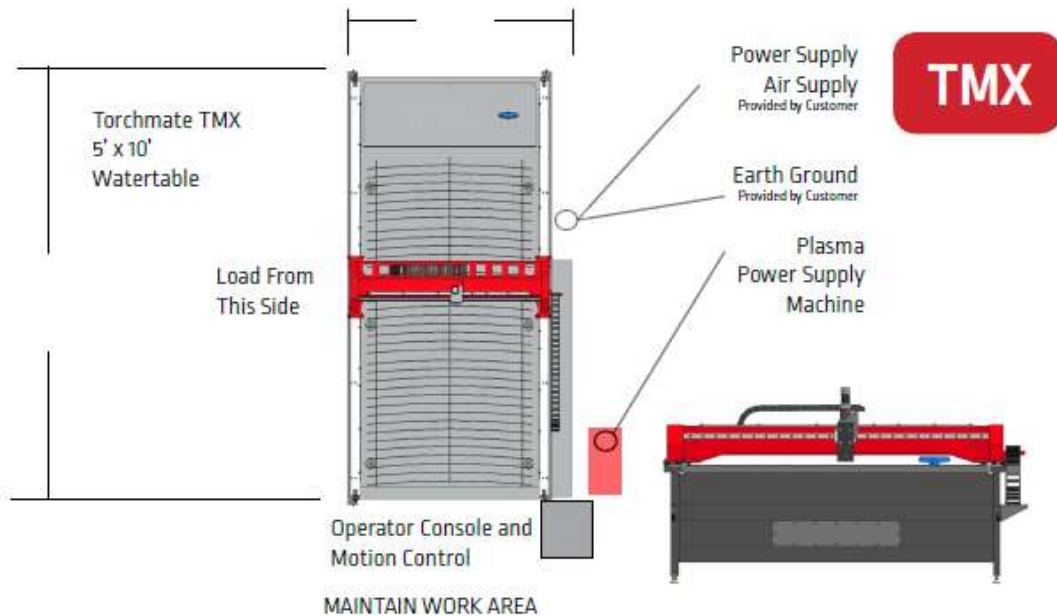
TORCHMATE CNC PLASMA SYSTEMS SPECIFICATIONS	Product Specification
TABLE DIMENSIONS	
5x10	94" x 158"
MACHINE WEIGHT W/O WATER	
5x10	3739 lbs
TOOL CAPACITY	
X Table	3 (1- Plasma 1- Oxy Station 1- Plate Marker) additional oxy cool limits overall cutting width
MATERIAL CAPACITY	
FlexCut 80	3/4" Mild Steel
FlexCut 125	1" Mild Steel
POWER AIR REQUIREMENTS	
HMI Motion Control	Dedicated 115V / 15A
Torchmate X Air	87-109 psi (6-7.5 bar) 380 SCFH 180 SLPM
Torchmate X FC 80	1 phase 208,230 50/60hz or 3 phase 208,230,400,460,575 50/60hz
Torchmate X FC 125	3 phase 380,400,415,460,575 50/60hz
Machine Ground	Dedicated Earth Ground Supplied By Customer
PRECISION GEAR RACK AND PINION DRIVE SYSTEM	
Stepper Motors	(3) 396 oz-in
Gear Box	(3) 5:1
Gear Engagement	Fixed
Traverse Speed	Up to 750 ipm
Machine Resolution	0.001
Gantry Clearance	5"
Frame Construction	3/16" Mild Steel
CUT CAPACITY (MILD STEEL)	
Maximum Pierce Capacity	
FlexCut 80	3/4" in.
FlexCut 125	1" in.



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Site Preparation

When installing a Lincoln Electric CNC Cutting System in your shop, there are many factors that will influence the potential productivity, ease of use of the machine and the safety of the operator. The main factors to prepare for include the physical layout and placement of the machine in the shop, the availability of power, an EMI ground, compressed air and other gases, and ventilation.



- When preparing to install the Lincoln Electric CNC Cutting System, provide sufficient space. Three feet of work space should be maintained at front of machine
- Forklift load material opposite the cable carrier only. Utilize the back of the machine to park the gantry while loading material.
- A dedicated earth ground must be provided and should be installed in a manner to reduce trip hazard
- The power lead included is limited to 10 feet.

ELECTRIC AND MAGNETIC FIELDS may be dangerous

- Electric current flowing through any conductor causes localized electric and magnetic fields (EMF). Cutting or gouging current creates EMF fields around torch cables and cutting machines.
- EMF fields may interfere with some pacemakers, so operators having a pacemaker should consult their physician before cutting and gouging.
- Exposure to EMF fields during cutting or gouging may have other health effects which are now not known.

For more information on electromagnetic interference please visit.



<http://torchmate.com/white-papers/EMI-Reduction>



Industry Leading Technical Support

We Include The Tools To Train Your Operators

Lincoln Electric has been helping business succeed since 1895 which means we have the largest technical support staff in the industry. Our team of trained technicians are here full time to walk you through the design, operation, and maintenance of your Torchmate 4400 and 4800 tables. Providing manufacturing solutions is built into our companies core belief; when you need help, we are here. Tap into our traveling team or authorized distribution network with optional onsite training and service, use the variety of online and interactive resources, or reach out to our phone support team when your operator needs assistance.

FLEXIBLE TRAINING AND SUPPORT

Included with your purchase

» **TECHNICAL PHONE SUPPORT**

Technical phone support is available Monday-Friday 7:00am - 4:00pm PT.

» **EXTENSIVE VIDEO RESOURCES**

Torchmate University is available on our Youtube page, multipart video instruction that covers the basic operation of the machine and entry level CAD design.

» **INTERACTIVE ONLINE COMMUNITY "FabricationForum.Com"**

Online interactive community for all things fabrication. build projects, tips, tricks and after hour peer support.

ADVANCED TRAINING AND SUPPORT

Optional purchase

» **REGIONAL TRAINING \$500.00 per seat**

Two day hands on training with our instructor, using CAD to design basic parts. Includes machine operation, material, consumables. Lunch is provided. Trainings are provided in regional locations, visit torchmate.com/seminars to inquire about locations.

» **3 DAY \$6000.00**

Schedule our technical support team to visit your location

Domestic Onsite Training Scope

Day one 8 hours

- » **Machine Set Up | Grounding**
- » **Configuration, Network connection**
- » **Machine Safety**

Day two 8 hours

- **Run File | Shape library**
- **Consumable use**
- **How to get help**
- **CAD Resources**

Day three 8 hours

- **Cut Quality**
- **AVHC setup**
- **Clip Art**
- **Cut Projects**

ADVANCED RENO CAMPUS TRAINING

Advanced training at our Reno, Nevada campus. Includes advanced CAD instruction, Machine set up and maintenance. Call for details & additional fees.

Automation - Terms and Conditions of Sale

1. **Scope.** Seller means the Lincoln Electric entity identified in the Seller Documents (defined below), and Buyer means the industrial company purchasing Goods, Services and/or Software from Seller. Any Seller proposal, acknowledgment or invoice and all documents incorporated by specific reference herein or therein by Seller ("Seller Documents"), and these terms and conditions of sale ("Terms"), constitute the complete terms and conditions governing the sale of Goods, Services and/or Software ("Agreement"). ANY AND ALL ADDITIONAL OR DIFFERENT TERMS IN THE BUYER'S REQUEST FOR PROPOSAL, PURCHASE ORDER, BUSINESS FORMS, WEBSITE OR BY ANY OTHER DOCUMENTATION ISSUED BY BUYER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO AND REJECTION OF SUCH TERMS IS HEREBY GIVEN. No website usage agreement or any other click through agreement on a web-site will have any binding effect whether or not Seller clicks on an "ok," "I accept," or similar acknowledgment. Commencement of any work by Seller or Buyer's acceptance of delivery of the Goods, Services and/or Software will manifest Buyer's assent to this Agreement. Additional or different terms applicable to a particular sale may be specified in the body of a Seller Document or agreed to in a written contract signed by both parties. In the event of a conflict, the following order of precedence will apply: (a) written contract signed by both parties; (b) Seller Documents; and (c) these Terms.
2. **Definitions:** Unless the context otherwise requires: (a) "Goods" as used herein means Goods sold under this Agreement, as identified in the Seller Documents; (b) "End-User" is the person or entity who uses the Goods or possesses them without any intention of resale. The "initial" End-User is the first End-User; (c) "Services" as used herein means all labor, supervisory, technical and engineering, installation, commissioning, programming, support, repair, training, consulting or other services provided by Seller under the Agreement; and (d) "Software" as used herein means all software, plus software documentation, if any, licensed to Buyer by Seller under this Agreement.
3. **Prices.** (a) Proposals for Goods, Services and/or Software expire thirty (30) days from the date thereof. (b) Prices for Services are based on normal business hours. Seller reserves the right to charge Buyer overtime rates for Services rendered outside normal business hours, holiday pay for working on holidays and travel time. Prices are subject to change without notice. (c) Seller's price does not include any federal, state or local property, license, privilege, sales, value-added, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Buyer agrees to pay or reimburse any such taxes which Seller or its suppliers are required to pay or collect. If Buyer is exempt from the payment of any tax or holds a direct payment permit at the time of the placement of order, Buyer shall provide Seller a copy, acceptable to the relevant governmental authorities of any such certificate or permit. (d) Seller's price excludes customs, duties and other similar fees which may not or hereafter be applicable. Buyer agrees to pay or reimburse any such customs, duties and other fees which Seller or its suppliers are required to pay or collect. Seller neither represents nor guarantees that any of the Goods qualify as originating under the North American Free Trade Agreement, Buy America, General System of Preferences or other relevant, existing or future trade agreements or tariff preference programs. Any duties, fees, taxes, other charges or exactions on the Goods payable to any government or other entity are the sole responsibility of the Buyer. Seller's price includes standard packaging for shipment by truck, unless expressly stated otherwise in the Seller Documents. Any change after the proposal date in such rates, or additional packaging required by Buyer or required to transport the Goods or Software via another mode of transportation, shall be paid to Seller in addition to the quoted price.
4. **Payment.** (a) All payments are due upon receipt of invoice without offset by Seller. (b) Seller has no obligation to ship any Goods to Buyer or to complete future milestones until Buyer is current on all payments due. (c) If in the judgment of Seller, the financial condition of Buyer at any time prior to shipment does not justify the terms of payment originally specified, Seller may require payment in advance, payment security satisfactory to Seller, or may terminate the Agreement for default, whereupon Seller shall be entitled to receive the charges set forth in Section 18 below. If shipment is delayed by Buyer, all payments shall become immediately due and payable on the date Seller is prepared to ship. Delays in shipment or nonconformities in any installments delivered shall not relieve Buyer of its obligation to accept and pay for remaining installments. (d) Buyer shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus Seller's attorneys' fees and court costs incurred in connection with collection.
5. **Changes.** (a) Every change order shall reflect modifications to the Agreement, the delivery schedule and the price. A change order is not binding on either party mutually agreed to in writing. Seller has no obligation to perform any changes until the change order is mutually agreed in writing. (b) Seller may make such changes in the Goods, Services and/or Software as it deems necessary, in its sole discretion, to conform the Goods, Services and/or Software to the applicable specifications. If Buyer objects to any such changes, Seller shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.
6. **Shipment & Delivery.** (a) Goods are shipped on a domestic basis: **FOB, point of shipment (UCC)** and on an international basis: **FCA: Seller's facility (Incoterms 2010)** unless otherwise stated in the Sellers Documents. (b) Buyer shall be responsible for any and all demurrage, detention, customs broker and freight forwarder fees, warehouse and terminal charges, insurance, inspection, storage, special notifications, and special equipment/handling charges shall be at the Buyer's additional expense unless otherwise agreed in writing by Seller. (c) Shipping and delivery dates are estimates only, and are contingent upon Buyer's timely approvals and delivery by Buyer of any documentation required for Seller's performance hereunder. Seller shall not be liable for any penalties or damages of any kind if anticipated shipment dates are not met. Delivery times shall be automatically extended as needed to resolve any technical matters between the parties with respect to the delivery, installation or use of the Goods and/or Software. (d) If the scheduled delivery of Goods, Services and/or Software is delayed by Buyer, Seller may store in its facility or move the Goods and/or Software to storage, at Buyer's sole cost, expense and risk, whereupon the Goods and/or Software are deemed to be delivered and accepted by Buyer and all payments shall be accelerated and come immediately due and payable on the date Seller is prepared to make delivery – notwithstanding any terms to the contrary stated in Sellers Documents. (e) Seller may make partial deliveries.

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7. **Title & Risk of Loss.** Title and risk of loss for the Goods shall transfer to Buyer upon delivery of the Goods to the first carrier for shipment. Seller retains a purchase money security interest on and in such Goods until Seller receives payment in full, and Buyer will cooperate with Seller to perfect any such interest as deemed reasonably necessary by Seller.
8. **Buyer's Obligations.** (a) Buyer must provide required inputs and approvals on a timely basis. Buyer must complete site preparation work prior to shipment of the Goods and/or Software and performance of the on-site acceptance test, if applicable. Seller will not be liable for any delays caused by Buyer's failure to complete its site preparation obligations. (b) With respect to all of the Buyer's tools, equipment, material, or other property such as parts and test samples that are used in the design, assembly, manufacture, or testing of the Goods and/or Software (collectively "Buyer's Property") provided to Seller, Buyer agrees that Seller shall have the right to use Buyer's Property without payment of consideration, and if Buyer requires return or scrap of Buyer's Property, it will be at Buyer's direction and expense. Seller is not liable for any damages to Buyer's Property or any other parts and test samples supplied by Buyer during the manufacturing / testing process. Buyer must timely provide a sufficient number of test samples that meet the agreed upon specification in connection with the Goods, Services and/or Software being purchased by Buyer. If there are too few test samples or the test samples do not meet the agreed upon specifications, Seller may, in its sole discretion and at Buyer's sole cost and expense: 1) require Buyer to submit a sufficient number of test samples or to provide test samples that meet the specifications; 2) create additional test samples, or rework / modify existing test samples to meet the specifications; 3) be released from every obligation to test the Goods and/or Software, accelerate payment in full for the Goods, Services and/or Software then owing to Seller, and ship the Goods and/or Software as-is upon receipt of payment in full; or 4) terminate the Agreement for cause, whereupon Seller shall be entitled to receive cancellation charges set forth in Section 18 below. (c) Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Goods, Services and/or Software that are the subject of this Agreement, warrants that Buyer, its employees, agents, customers, representatives, successors and assigns are industrial users of such Goods, Services and/or Software and possess the knowledge and expertise to use the same in accordance with (i) accepted industry standards, including, but not limited to, those promulgated by the American National Standards Institute, the American Welding Society, the Robotic Industry Association standards and the Laser Institute of America standards, (ii) all applicable laws, including, but not limited to, OSHA's Hazard Communication Standard; (iii) prudent safety practices, and (iv) operating manuals, safety data sheets, warning labels and other written instructions provided by Seller, if any. In addition to other obligations stated herein, Buyer assumes all risk and liability for loss or damage resulting from the handling, use, or application of the Goods, Services and/or Software. Buyer agrees that it has an independent duty to familiarize itself with and keep informed of any safety and/or health hazards to persons and/or property involved in handling and using such Goods, Services and/or Software. Buyer shall advise its employees, customers, agents, distributors, consultants, independent contractors and others who may foreseeably handle or use such Goods, Services and/or Software of any hazards. (d) Buyer agrees to indemnify, defend and hold harmless Seller, its subsidiaries and affiliates and their respective directors, officers, shareholders, customers, employees, agents, successors and assigns of each from and against any and all liabilities, losses, costs or damages, including reasonable attorneys' fees, resulting from claims (unless finally determined to be the result of the gross negligence or willful misconduct of Seller) that arise from (i) use or handling of the Goods, Services and/or Software by Buyer or any third party, whether or not the Goods, Services and/or Software are combined with any other materials, substances or equipment or is used in any manufacturing process; (ii) failure by Buyer to disseminate safety and health information as required above; and (iii) failure of Buyer to comply with Section 26.
9. **Inspection, Testing and Acceptance.** (a) If Seller is not providing a factory acceptance test, Buyer will be deemed to have accepted the Goods and/or Software upon delivery. (b) If the Agreement provides for factory acceptance testing, Seller shall notify Buyer when Seller will conduct factory testing for compliance to Seller's specifications prior to shipment. Unless Buyer states specific objections in writing within two (2) days after completion of factory acceptance testing, completion of the factory acceptance test constitutes Buyer's acceptance of the Goods and/or Software and Buyer's authorization for shipment. If the Agreement provides for factory acceptance testing and Buyer instructs Seller to ship the Goods and/or Software without completing the factory testing, Buyer has i) waived the factory acceptance test, ii) accepted the Goods, Services and/or Software as-is through such waiver; iii) accelerate payment in full for the Goods, Services and/or Software then owing to Seller, and iv) ship the Goods and/or Software as-is upon receipt of payment in full. (c) If the Agreement provides for site acceptance testing, testing will be performed by Seller personnel at Buyer's site to verify compliance to Seller's specifications. Completion of site acceptance testing constitutes final acceptance of the Goods, Services and/or Software. If, through no fault of Seller, site acceptance testing is not completed within thirty (30) days after arrival of the Goods at the site, the site acceptance test shall be deemed completed. Upon completion or deemed completion of on-site acceptance testing, any final payment is immediately due and owing to Seller.
10. **Warranties and Remedies.** (a) Warranty. Seller warrants that Goods shall be delivered free of defects in material and workmanship and in accordance with Seller's specifications, and that Services shall be performed in a professional and workmanlike manner, in accordance with industry standards. Any Good or major component to a Good that is manufactured by a third party is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer shall apply. Unless covered by the following two sentences, the warranty period for new Goods manufactured by Seller is 12 months from shipment. The warranty period is 3 years from shipment for new Python X (or 6000 hours, whichever occurs first), FlexCut Power Supply, Spirit II Power Supply. The warranty period is 2 years from shipment for new Torchmate 4400, Torchmate 4800. The warranty period for new spare parts manufactured by Seller shall end twelve (12) months after date of shipment. The warranty period for refurbished or repaired parts manufactured by Seller shall end ninety (90) days after date of shipment. The warranty period for Services shall end ninety (90) days after completion of Services. Warranty coverage is available only to the initial End-User and is non-transferable. Any subsequent purchaser/End-User interested in purchasing additional warranty coverage must contact Seller directly, and if agreed by Seller, will be granted via a separate written agreement. (b) Remedy. If a nonconformity to the foregoing warranty is discovered in the Goods or Services during the applicable warranty period specified above, and written notice of such nonconformity is provided to Seller promptly after such discovery and within the applicable warranty period, Seller's sole and exclusive obligation shall be, at its option, to either (i) repair or replace the

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nonconforming portion of the Goods; (ii) ship repair or replacement parts to Buyer; (iii) re-perform the nonconforming Services; or (iv) refund the portion of the price applicable to the nonconforming portion of Goods or Services. If any portion of the Goods or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Seller promptly after discovery and within the original warranty period applicable to such Goods or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Seller will repair or replace such nonconforming Goods or re-perform the Services. The applicable warranty period shall not otherwise be extended. (c) Software. Seller warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Seller's published specifications. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment, and written notice of such nonconformity is provided to Seller promptly after such discovery and within the warranty period, including a description of the nonconformity and complete information about the manner of its discovery, Seller shall correct the nonconformity by, at its option, either (i) modifying or making available to the Buyer instructions for modifying the Software; or (ii) making available at Seller's facility necessary corrected or replacement programs. Seller shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software and/or (ii) Buyer-supplied software or interfacing. Seller does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Buyer, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs". (d) Exceptions. Seller has no liability under this Section 10 for any of the following: (i) components that get consumed and replaced on a regular basis through normal use and operation of the Goods, including but not limited to contact tips, weld wire, conduit, etc.; (ii) Buyer's failure to provide Seller working access to the nonconforming Goods including disassembly and re-assembly of non-Seller supplied equipment, and for shipment to or from any repair facility – or the opportunity to examine the Goods - prior to expiration of the warranty period; (iii) improper installation, repair or alteration by Buyer or a third party not under Seller's control and supervision; (iv) misuse, negligence or accident; (v) Buyer's failure to meet its obligations in Section 8; (vi) failure as a result of materials provided by or a design specified by Buyer; (vii) failure as a result of ordinary wear and tear; (viii) failure as a result of Buyer's failure to comply with the law; (ix) any failure submitted after expiration of the applicable warranty period; and/or (x) if the Goods, Services and/or Software have not been paid for in full. (e) Disclaimers. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED. ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE AND AGAINST INFRINGEMENT ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR ANY WARRANTY CLAIMS OR MATTERS. (f) Customer Assistance Policy. The business of Seller is manufacturing and selling high quality welding equipment, automated welding systems, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask Seller for information or advice about their use of the Goods, Services and/or Software. Seller's employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Seller's employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment or application. Accordingly, Seller does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on our Goods, Services and/or Software. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for Buyer's particular purpose is specifically disclaimed. Seller is a responsive manufacturer, but the selection and use of specific Goods, Services and/or Software sold by Seller is solely within the control of, and remains the sole responsibility of Buyer. Many variables beyond the control of Seller affect the results obtained in applying these types of fabrication methods and service requirements.

- 11. Patent Indemnity.** (a) By Seller. (1) Seller agrees to defend any suit, proceedings or counterclaim against Buyer for the infringement of any United States Letters Patent by: (1) any Goods manufactured by Seller, of whatever kind, or any parts thereof, made to Seller's design or specifications, but only in the form, state or condition supplied under the Agreement; or (2) any use of such Goods manufactured by Seller where the Goods constitute a material part of any patented method of such patent and are not a staple article or commodity of commerce suitable for substantial non-infringing use. Such defense is conditioned only if Seller is: (1) notified promptly in writing of any charges of infringement; (2) given authority to direct and control the defense of such charge or suit; and (3) furnished such information and assistance, at Seller's expense, as may be necessary for such defense. Seller shall pay all costs and damages awarded therein against Buyer. This Agreement does not apply to the combination of the Goods, Services and/or Software supplied under this Agreement with goods, services and/or software not supplied by Seller, nor to any process involving such combinations. If at any time, such Goods or any part thereof, or their use, are considered by the Seller to constitute infringement, Seller may, at its own expense: (1) procure for the Buyer the right to continue using such Goods; (2) modify them so they become non-infringing; or (3) remove them and refund the purchase price and the transportation costs thereof, if any. The foregoing states the entire liability of the Seller for patent infringement by such Goods or their use. (b) By Buyer. If Buyer supplies an order request to Seller for a product and/or its own specifications for the same, then Buyer represents that Buyer has ownership rights to, and/or have a license to have such product built for Buyer, and Buyer agrees to defend, indemnify and hold harmless Seller, its parent company, agents and/or affiliates from and against any claims, suits, proceedings (whether in court or out of court) of all types whatsoever against, and shall indemnify Seller, its parent company, directors, officers, employees, shareholders, affiliates and agents for all costs, damages, judgments, settlements and compromises (including incurred costs and attorneys' fees) for the infringement or claimed infringement of any patent, trademark, service mark, trade secret, copyright, moral rights or other claims of intellectual property anywhere in the world by: (1) Buyer's request that Seller reproduce, manufacture, modify, utilize or incorporate Buyer's product idea and/or specifications into this Agreement; or (2) any misrepresentation by Buyer that it had ownership rights and/or a license to have Goods built for it when such representation was not accurate and/or resulted in claims against Seller based upon Seller's completion of a project for Buyer under such misrepresentation. Buyer shall pay all costs, damages, judgments, settlements and compromises (including incurred costs and

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attorneys' fees) arising out of or related to such claims, suits, proceedings (whether in court or out of court) against Seller, its parent company, directors, officers, employees, shareholders, affiliates and agents.

- 12. Limitation of Liability.** (A) IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES AND AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS, SERVICES AND/OR SOFTWARE OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES FOR ANY DAMAGES. SELLER'S LIABILITY FOR ANY CLAIM WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, OPERATION OR USE OF ANY GOODS AND/OR SOFTWARE COVERED BY OR FURNISHED UNDER THIS AGREEMENT, OR FROM ANY SERVICES RENDERED IN CONNECTION THEREWITH, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOODS, SERVICES AND/OR SOFTWARE OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. (B) ALL CAUSES OF ACTION AGAINST SELLER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE YEAR OF THE TIME OF ACCRUAL THEREOF. (C) IN NO EVENT, REGARDLESS OF CAUSE, SHALL SELLER BE LIABLE FOR THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES.
- 13. Software License.** (a) Seller owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Buyer under this Agreement. As part of the sale made hereunder Buyer hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with Goods sold by Seller; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse-engineered, or modified; (iv) The Buyer's right to use the Software shall terminate immediately when the specified Goods are no longer used by the Buyer or when otherwise terminated for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with Seller's prior written consent. (b) Nothing in this Agreement shall be deemed to convey to Buyer any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Buyer shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to Seller the Software and all copies thereof and shall remove all machine readable Software from all of Buyer's storage media.
- 14. Data Security/Data Access.** Some Goods and/or Software may require internet access for operation. Buyer is responsible for obtaining internet access and payment for all usage charges related thereto. If Seller or Buyer requires access to the other's computer systems to perform tasks that fall under the scope of an Agreement, access shall be granted only to the extent necessary to fulfill any required tasks. Buyer represents that it has developed and implemented and covenants that it will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to: (a) ensure the confidentiality, security, integrity and availability of its computer systems and information; (b) protect against threats or hazards to their computer systems and the confidentiality, security, integrity and availability of information; and (c) protect against unauthorized access to its computer systems and information. Buyer shall promptly notify Seller of any breach of confidentiality or disclosure of confidential information, or a breach of information security policies or procedures, or unauthorized access to its computer systems. Notice shall be provided no later than twenty-four (24) hours upon discovery of a breach. Buyer agrees that it shall be responsible for all acts and omissions with respect to the unauthorized access to its computer systems and information, including the acts and omissions of its employees, agents and independent contractors. Buyer agrees to indemnify and hold Seller harmless, its parent company, directors, officers, employees, shareholders, affiliates and agents from and against any and all third party claims of damages, liabilities, expenses, fines and losses of any type, including but not limited to reasonable attorneys' fee, in connection with or arising out of, in whole or in part, of its or its representative's breach of computer system security.
- 15. Inventions and Information.** All materials, and any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks created or prepared by Seller under this Agreement, together with any and all intellectual property rights therein (collectively "Inventions"), shall belong exclusively to Seller. Buyer hereby assigns the worldwide right, title and interest in and to the Inventions to Seller. Seller shall have the right, at its option and expense, to seek protection of the Inventions by obtaining patents, copyright registrations, and filings related to proprietary or intellectual property rights. Buyer agrees to execute, and to cause its employees and/or agents to execute, such documents, applications, and conveyances and to supply information as Seller shall request, in order to permit Seller (at Seller's expense) to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world. These obligations survive the expiration or termination of this Agreement. Buyer shall not, without Seller's prior written consent, copy or disclose such Inventions to a third party. Such Inventions shall be used by Buyer solely for the operation or maintenance of the Goods, Services and/or Software and not for any other purpose, including the duplication thereof in whole or in part.
- 16. Confidentiality.** "Confidential Information" means all information, know-how, trade secrets or other material disclosed by Buyer to Seller and Seller to Buyer. Both Buyer and Seller shall treat each other's Confidential Information as confidential; shall not use such Confidential Information except in connection with the Agreement; shall not disclose such Confidential Information to any third party who has not executed an agreement to maintain the confidentiality of the Confidential Information with restrictions at least as restrictive as those set forth herein; and shall not reverse-engineer Seller's Goods, Services and/or Software. All technical, business, sales, distribution channel, financial, marketing, pricing, planning, competitor information and the lists of customers who have purchased Goods from Seller are considered Seller's Confidential Information. Confidential Information does not include

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Automation - Terms and Conditions of Sale

information that is: (i) generally known and available in the public domain; (ii) was known to recipient prior to the date of disclosure; (iii) was received from a third-party without any obligation of confidentiality; or (iv) was independently developed without reliance on Confidential Information. Given the nature of the Confidential Information and the likely consequences of its unauthorized use or disclosure, monetary damages would not be an adequate remedy and both Seller and Buyer reserve the right to seek and obtain injunctive relief, in addition to any other remedy that may be available, in any proper forum.

17. **Cancellation.** (a) All sales are final. If this Agreement is cancelled or terminated for convenience by Buyer, Buyer shall pay Seller 100% of the sale price under the Agreement. Seller may attempt to mitigate the monetary impact of cancellation or termination, at its discretion. (c) Upon receipt of payment in full, Seller will deliver Goods, Services and/or Software to Buyer, or scrap the same at Buyer's direction.
18. **Termination for Default.** (a) Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and such breach is not cured within 30 days after the non-breaching party issues written notice to the breaching party. Seller may terminate this Agreement immediately for cause if Buyer fails to comply with its obligations under Section 26. (b) Effect of termination. If this Agreement is terminated due to Buyer's breach, Buyer shall pay Seller 100% of the sale price under the Agreement. If this Agreement is terminated due to Seller's breach, Buyer shall pay Seller the sale price of the Goods, Services and/or Software based on percentage of work completed as of the effective date of termination, plus costs incurred from vendors as a result of early termination. Seller may attempt to mitigate the monetary impact of cancellation or termination, at its discretion. (c) Upon receipt of payment, Seller will deliver Goods, Services and/or Software to Buyer, or scrap the same at Buyer's direction.
19. **Insurance.** (a) Buyer shall maintain general liability insurance including coverage in an amount no less than two million (U.S. \$2,000,000) dollars per claim for property damage, bodily injury, and contractual liability. Until Seller is in receipt of full payment by Buyer for the Goods, Services and/or Software, Buyer shall maintain insurance in an amount that is sufficient to cover the contract price of the Goods, Services and/or Software. Further, Buyer shall maintain insurance in an amount that is sufficient to cover the cost of any Buyer's Property in Seller's possession for the purposes of providing Goods, Services and/or Software until such time that Buyer's Property is returned to Buyer. Unless otherwise agreed to in writing by Buyer and Seller, Seller shall not maintain insurance on Buyer's Property and will not assume any liability for destruction or loss of the same. (b) Nuclear Insurance – Indemnity. For applications in nuclear projects, Buyer and its customer shall have and maintain complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify Seller, its parent company, directors, officers, employees, shareholders, affiliates, agents, subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.
20. **Force Majeure.** Seller shall not be in default for failure to perform and shall not be liable for loss, damage, detention or delay when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, terrorism, sabotage, power, explosions, epidemics, civil disturbances, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government laws or regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, raw materials, or manufacturing facilities from usual sources, equipment failure, or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. Upon the occurrence of any event or circumstance referenced above, Seller shall have the right to allocate Goods, Services and/or Software among its customers in its sole discretion. This Section supplements, and does not replace, any remedies available to Seller under applicable law.
21. **Assignment.** Buyer cannot assign this Agreement without Seller's prior written consent. Seller can assign this Agreement.
22. **Entire Agreement.** The Agreement constitutes the entire agreement between Seller and Buyer with respect to the Goods, Services and/or Software covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless mutually agreed to in writing.
23. **Waiver.** In the event of any default by Buyer, Seller may decline to ship Goods or Software or to provide Services. If Seller elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, Seller's actions will not constitute a waiver of Buyer's default or any other existing or future default, or affect Seller's legal remedies.
24. **Severability.** If any provision of this Agreement is held to be unlawful or unenforceable, the remaining provisions shall remain in effect.
25. **Survival.** Any provisions of this Agreement which, by their nature, extends beyond the completion, termination or expiration of any sale of Goods, Services and/or Software, will remain in effect until fulfilled.
26. **Compliance with Laws.** Buyer will comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Buyer's obligations under this Agreement and its operations or use of the Goods, Services and/or Software, including but not limited to those regarding safety, the environment, data protection, data privacy, conflict minerals, human trafficking/slavery, export/import, labor and anti-corruption. Nothing contained herein shall be construed as imposing responsibility or liability upon Seller for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Goods, Services and Software. In no event shall Seller be responsible for liability arising out of use of the Goods and/or Software in association with other equipment of Buyer, the alteration of the Goods and/or Software by any party other than Seller, or the violation of any laws relating to or caused by Buyer's design, location, operation, or maintenance of the Goods and/or Software.

Buyer acknowledges that the Goods, Services and Software, if any, which are purchased or received under this Agreement may be subject to the export controls of the U.S. Export Administration Regulation, the U.S. Department of Treasury Office of Foreign

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Automation - Terms and Conditions of Sale

Assets Control, the U.S. Department of State and other U.S. agencies, as well as the export control regulations of the European Union, the United Nations Security Council, and other foreign governments ("Export Control and Economic Sanctions Laws"). Buyer agrees that any export, resale, or re-export of Seller's Goods shall be in compliance with all applicable Export Control and Economic Sanctions Laws. Unless licensed to do so, Buyer agrees that it will not: (i) export, resell, re-export or transfer the Goods, Services and/or Software for end-uses that are prohibited by Export Control and Economic Sanctions Laws, including, but not limited to: maritime nuclear propulsion; nuclear, chemical and biological weapons; rocket, missile and unmanned air vehicle systems; and nuclear activities not in compliance with International Atomic Energy Agency (IAEA) safeguards; (ii) export, resell, re-export or transfer any Goods, Services and/or Software to a customer that an entity or person that is listed, blocked or subject to sanctions under applicable Export Control and Economic Sanctions Laws, including entities that are owned 50% or more, directly or indirectly, individually or in the aggregate, by an individual or entity that is listed, blocked or subject to sanctions; or (iii) export, resell, re-export, transfer, or conduct transactions involving the Goods, Services, Software with or to entities or individuals in countries or regions subject to comprehensive sanctions, including: Crimea, Cuba, Iran, North Korea, Syria, and Sudan. Further, none of the underlying information, software, or technology of the Goods, Services and/or Software may be transferred or otherwise exported or re-exported in violation of Export Control and Economic Sanctions Laws. Any diversion contrary to U.S. law or other applicable law is prohibited. By purchasing Goods from Seller, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Buyer agrees to assume sole responsibility for obtaining licenses to export or re-export as may be required, and further represents and warrants that Buyer shall: (i) cooperate fully with Seller in any official or unofficial audit or inspection that relates to Export Control and Economic Sanctions Laws; and (ii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Goods, Services and/or Software sold hereunder or any related technical information, document, or material or direct products thereof to any country, entity, person or end-user so restricted by Export Control and Economic Sanctions Laws, as modified by time to time. Seller and Buyer are committed to fair, honest and ethical business practices. Buyer acknowledges that Seller has adopted a Code of Corporate Conduct and Ethics (a copy of which is available on Seller's website at www.lincolnelectric.com) and Buyer agrees to conduct itself in its dealings with or on behalf of Seller in a manner that is consistent with and facilitates compliance with Seller's Code.

- 27. Disputes and Governing Law.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement (a "Dispute"), Seller and Buyer shall seek to resolve the matter amicably through diligent, good faith, mutual discussions to be initiated as promptly as possible after a Dispute arises. If the Dispute cannot be resolved through mutual discussions as set forth above, either party may commence an action to resolve the Dispute in the Federal or State courts of Ohio. The parties shall submit to personal jurisdiction and venue in the State of Ohio, County of Cuyahoga. This Agreement and any transactions arising therefrom shall be governed and construed under the laws of the State of Ohio, as applied to contracts entered into and performed in that State, specifically excluding any conflict or choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement or any transactions created thereby or construed therewith. In the event of any litigation, arbitration or mediation arising from a breach of any provision of the Agreement, the prevailing party is entitled, in addition to the relief granted, to a reasonable sum for their attorneys' fees incurred during the Dispute, provided that if each party prevails in part, such fees will be allocated in the manner as the court, arbitrator or mediator determines to be equitable in view of the relative merits and amounts of the parties' claims.

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TOPIC for ACTION
REME HALO In-Duct Ionizer Air Purifiers

REPORT:

Facilities Management collected quotes for 184 REME-HALO In-duct Ionizer Air Purifiers to install in 184 building air handlers.

The REME HALO by RGF is designed to eliminate risks by reducing odors, air pollutants, VOCs (Chemical Odors), smoke, mold, bacteria and viruses. These units are typically installed in an HVAC System Supply or Return plenum.

The following bids were collected:

Building Controls Specialists-	\$72,864.00
HVAC Wholesale Direct.Com-	\$91,816.00
Atomic Filters-	\$78,746.48

RECOMMENDED ACTION:

Board approval of Building Controls Specialists bid for \$72,864.00

RECOMMENDED FUNDING SOURCE:

CARES Act Funding.

Submitted by:	Ireland Turner
Supervisor:	Lynn Umholtz
Date:	October 12, 2020

BCS Parts
115 N. Kansas
Wichita, KS 67214
316-239-7641

Order

Order# 1-L96938 User: ITALLON
09/16/2020 2:58 pm Station: B4

Item #	Qty	Price	Total
Description			
Long description			
Order type			
REME-H	184	396.00	72,864.00
AIR CLEANER DUST REMOVER			

Jason
cell # 316-882-6254

*** Compare at \$448.00 Discount 12%

Subtotal 72,864.00
Tax 0.00

Total 72,864.00

Tender:
Order net amt recvd 0.00

Balance due 72,864.00

Items backordered: 184

BUTLER CO. COMMUNITY COLLEGE
901 S. Haverhill
ATTN: Accounts Payable
El Dorado, KS 67042
3167333104

Customer PO# Jason Sedbrook

1-L96938



Free Shipping on most orders over \$199 in the lower 48 states.

[Previous](#) > RGF REME HALO In-Duct Air Purifier REME-H

RGF REME-H REME HALO In-Duct Air Purifier 09" Cell 24 VAC 1000-6500 CFM



View Larger

Part Description:

Transformer NOT Included

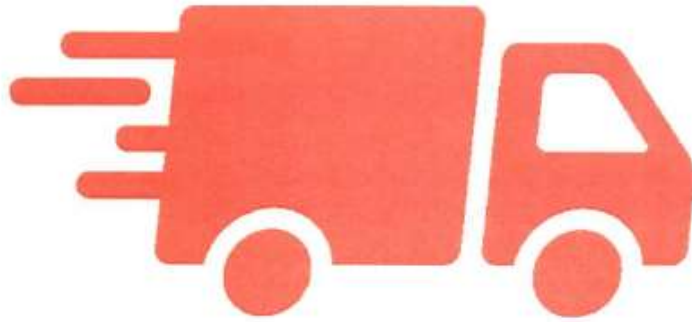
Please, limit 4 per customer

REME HALO Whole Home In-Duct Air Purifier

The REME HALO whole home in-duct air purifier is capable of purifying every cubic inch of air that a central air conditioning system reaches. Designed to eliminate sick building syndrome risks by reducing odors and air pollutants, the REME HALO is the best solution for whole house and building.

air purification. Effective against all three categories of indoor air pollutants: Particulates, Microbial and Gases.

Retail Price: ~~\$1,200.00 / ea~~ **Your Price: \$499.00 / ea**
148 In Stock



Ships Free

☆☆☆☆☆ (0) reviews

[Write Review](#)

Quantity ea [ADD TO CART](#)

[VIEW CART](#) [CHECKOUT](#)

[Specifications](#) [Features](#) [Resources](#) [Package Info](#)

Specifications

Height	13.8 Inch
Manufacturer	RGF Environmental
Manufacturer part number	REME-H
Material	Aluminum/Polymer
Power Supply	AC
Size	6.5 Inch

Find Your Filter Fast! [Go to Search Now](#)



FREE SHIPPING! Item usually ship within 24hrs M-F (Currently we have delays on some 1, 2, 4 inch air filters due to heavy demand)
Phone: 910-401-3910



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- [Air Purifiers](#) ▾
- [Water Filters](#) ▾
- [Brands](#) ▾
- [Blog](#)

- Aquafresh
- Everpure
- Fisher & Paykel
- LG
- Maytag
- Whirlpool Kitchenaid
- Samsung
- Skuttle
- Sub Zero
- View All
- Atomic Filters
- Aprilaire
- Carrier
- Everpure
- Fresh-Air UV Lights
- Goodman
- Honeywell
- Hunter
- Lennox
- LG
- Maytag
- PRO1
- RGF UV Lights
- Rheem/ Ruud
- Samsung
- Skuttle
- Trion Air Bear
- Toptech
- Totaline
- Trane
- Ultravation

[Message Us](#)



HRG-REME-HALO
RGF REME HALO 24V UV Light Model H-24 in Duct Air Purification HVAC

★★★★★ 117 reviews

In Stock: Call or Email for More Information

Notify me when this product is available:

Email address

Send

Available to Contactors Only: Call or Email for Pricing

Model REME-H-24. The REME HALO (REME-H) is the next generation of indoor air quality (IAQ) technology.

CURRENT STATUS: IN STOCK

Message Us



Questions? Call us 910-401-3910

Free Shipping / Returns(unopened new condition only- restocking fees apply)

THIS REME HALO is the REME-H MODEL NOT THE REME HALO LED MODEL.

See Atomic Filter Reviews

Complete Kit for for Installation in HVAC Duct or Plenum: Comes with REME HALO Unit with Adhesive-Backed Mounting Plate, 24 VAC Transformer with Power Plug-in, Adhesive-Backed Foil Mounting Ring, Four (4) Mounting Screws, Instructions, Warranty Card, and Caution UV Decal. Dimensions: 13.8in unit Length, 7.14 Width Base Mount; insert Tip end and sleeve 3in width; insert length 11in.

Learn more about the Guardian REME HALO

- See test results on use of PCO to reduce micro organisms by Kansas state.
- quick cell release feature makes replacing cell easy.
- 24V Installation with included transformer / Professional Installation by an HVAC Tech or Electrical Contractor is recommended).
- (It is recommended to use an electrostatic air filter.)
- Recommend Professional Installation by **Licensed HVAC** contractor
- Interested in this product? Have your licensed HVAC contractor contact us and purchase the item for you.

LIVE UPDATES: Product currently SHIPS IN 24 HRS IN STOCK(Business Days Mon-Fri), but stock goes fast. Item placed before 11:30 am EST 9-23. Item ordered before 11:30 am 9-23 EST ship 9-24 on current volume.

[Message Us](#)

Ireland Turner

From: Jason Sedbrook
Sent: Monday, September 28, 2020 10:31 AM
To: Ireland Turner
Subject: FW: [External Source] RE: New customer message on September 28, 2020 at 11:15 am



Jason Sedbrook |
Supervisor of Physical Plant & Building Operations
Safety Compliance Officer
Tel: 316 322 3144 | Fax: 316 323 6811
901 S. Haverhill Rd., El Dorado, KS 67042
jsedbrook@butlercc.edu | www.butlercc.edu

From: Kevin King <info@atomicfilters.com>
Sent: Monday, September 28, 2020 10:30 AM
To: Jason Sedbrook <jsedbrook@butlercc.edu>
Subject: [External Source] RE: New customer message on September 28, 2020 at 11:15 am

Please be cautious, think before you click. -Butler IS
This email was sent from outside of Butler.

Hi Jason,
We can do a contractor price of \$427.97 each on the REME HALO REME-H model. We do have enough stock on this item to fill your order as of today. If you have any questions please let me know.
Best,
Kevin
Atomic Filters
910-401-3910

Sent from [Mail](#) for Windows 10

From: [Atomic Filters \(Shopify\)](#)

Sent: Monday, September 28, 2020 11:15 AM

To: [Kevin King](#)

Subject: New customer message on September 28, 2020 at 11:15 am

You received a new message from your online store's contact form.

Name:

Jason Sedbrook

Email:

jsedbrook@butlercc.edu

Body:

Can you please give me a quote for 180 Reme Halo's

RATIFICATION OF AGREEMENTS AND CONTRACTS

TOPIC for ACTION

Juan Johnson Consulting & Facilitation, LLC Consulting Agreement

REPORT:

Butler Community College has hosted the Advance Kansas diversity leadership initiative since 2010. Each year a class of approximately 40 leaders from the college and community participate in the program through which they acquire skills for addressing diversity challenges and opportunities in business, organizations, and in the community. In October, Advance Kansas designer and facilitator, Juan Johnson will facilitate a virtual series for graduates of past Advance Kansas classes. Corporate support from Spirit AeroSystems, Meritrust Credit Union and Evergy; and participant registration fees cover the program's direct expenses.

RECOMMENDED ACTION:

Ratify contract with Juan Johnson Consulting & Facilitation, LLC.

RECOMMENDED FUNDING SOURCE:

Agency Account designated for Advance Kansas.

Submitted by: Mary Moon
Supervisor: Tom Borrego
Date: 9/25/2020



Consulting Agreement

This Consulting agreement ("Agreement") is entered into effective October 1, 2020 by and between the Butler Community College, organized and existing under the laws of the State of Kansas and having a principal business address of 715 E. 13th St. Andover, KS 67002 ("Client"), and Juan Johnson Consulting & Facilitation, LLC, a limited liability company having a principal business address of 2221-D Peachtree Rd., Suite 514, Atlanta, Georgia 30309 ("Consultant") and doing business as Diversity Leadership in Action™.

1) Performance by Consultant

Consultant agrees to provide Client design and facilitation services by Juan Johnson for an Advance Kansas graduate program focused on "Leading in the New Reality: An Exploration of the Impact of Systemic Racism and the New Expectations of Organizations, Institutions and Leaders" - according to the program description in the attached "Exhibit A – Description of Services". Sessions will be delivered virtually over three 3-hour sessions, via Zoom or other virtual platform.

2) Payment for Services

- a) *Fees.* Client agrees to pay Consultant \$7500 for consulting, design and facilitation services described in the attached Exhibit A – Description of Services.
- b) *Invoices.* Consultant shall invoice Client upon conclusion of the program, as described in exhibit A. Client will pay the invoices within thirty (30) days after receipt of the invoice.
- c) *Out-of-pocket Expenses.* Consultant will **NOT** be separately compensated for out-of-pocket expenses related to program materials. (See 2a above.)

- d) *Taxes.* All payments to Consultant under this Agreement are exclusive of taxes or withholdings of any nature. All taxes, withholdings, or any other charge or levy of any type or nature that are imposed on the payments to Consultant under this Agreement in any jurisdiction, are the sole responsibility of Consultant. In the event Client is found to be liable or is otherwise required to pay any such taxes, withholdings, social security contribution, or any other charge or levy imposed on the payments to Consultant under this Agreement, Consultant shall fully indemnify and hold Client harmless from such liability or payments Client is required to make on Consultant's behalf.

3) **Obligations of Consultant**

- a) *Program Materials.* Consultant agrees to provide workshop slides electronically, as well as links to all videos.
- b) *Intellectual Property.* Consultant will utilize Consultant's proprietary intellectual property in support of the program at no additional cost to Client.

4) **Rights in Works**

- a) *Proprietary Rights.* Client agrees that all copyrights and other proprietary rights in all original or derivative works of authorship and other work product or documentation created or developed by Consultant in connection with this Agreement are owned by Consultant and may not be used by Client outside the scope of this Agreement without Consultant's expressed written approval.

5) Warranties

- a) *Non-Infringement of Third Party Rights.* Consultant warrants that services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

6) Termination

- a) *Commencement and Renewal.* This Agreement shall commence on the Effective Date set forth above and, unless earlier terminated pursuant to the following subsection 7b, shall remain in effect until October 1, 2021.
- b) *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement:
 - i) If the other party or its employees, consultants or other agents violate any provision of this Agreement and the violation is not remedied within thirty (30) days of the party's receipt of written notice of the violation;
 - ii) At any time in the event the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under Federal or State Statute, or becomes subject to direct control by a trustee or similar authority.

(1) In the event that any of the above events occurs to a party, that party shall immediately notify the other party of its occurrence.
- c) *Obligations Upon Expiration or Termination.* Expiration or termination of this Agreement shall not relieve Client of its obligation to pay Consultant for services rendered by Consultant prior to the termination date that comply with the warranty provision of the Agreement, or relieve either party of its obligations regarding Confidential Information under Section 8 below. Upon termination, Consultant agrees to deliver to Client all tangible work product that relates to the Services completed as of the termination date.

7) Confidential Information

- a) *Non-Disclosure.* Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligation under this Section.
- b) *Definition.* "Confidential Information" means a party's information, not generally known by non-party personnel, used by the party and which is proprietary to the party or the disclosure of which would be detrimental to the party. Confidential Information includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential):
 - i) Work product resulting from or related to Services performed under this Agreement.
 - ii) A party's computer software, including documentation;
 - iii) A party's internal personnel, financial, marketing and other business information and manner and method of conducting business;
 - iv) A party's strategic, operations and other business plans and forecasts;
 - v) Confidential information provided by or regarding a party's employees, customers, vendors and other Consultants; and

8) Assignment

- a) *Consent Required.* Consultant shall not assign or subcontract the whole or any part of this Agreement without Client's prior written consent. Any such assignment without Client consent shall be void.
- b) *Subcontracting.* Any subcontract made by Consultant with the consent of Client shall incorporate by reference all the terms of this Agreement. Consultant agrees to guarantee the performance of any sub-contracted consultant used in the performance of the Services.

9) Other Provisions

- a) *Status as Independent Consultant.* Consultant and Client are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.
- b) *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Kansas without regard to conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Kansas.
- c) *Waiver.* No waiver by Client of any breach by Consultant of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- d) *Entire Agreement.* This Agreement, including Exhibit A, constitutes the entire agreement between Consultant and Client.
- e) *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.
- f) *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
- g) *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt requested, to the following persons (or their successors pursuant to due notice):
 - i) If to Client:

Ms. Mary Moon
Executive Director, Community Advancement
Butler Community College
715 E. 13th St. Andover, KS 67002

If to Consultant:

Mr. Juan D. Johnson
President
Juan Johnson Consulting & Facilitation, LLC (dba Diversity Leadership
in Action™)
2221 Peachtree Rd. NE
Suite D 514
Atlanta, GA 30309

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

Client: Butler Community College

Signature **Date**

Dr. Kimberly Krull

Name

President

Title

Consultant: Juan Johnson Consulting & Facilitation, LLC

Signature **Date**

Juan D. Johnson

Name

President

Title

DIVERSITY
LEADERSHIP IN
ACTION™
2221-D PEACHTREE RD. | SUITE 514
ATLANTA, GA 30309-1148
P. 404-578-6447 | F. 770-879-1853
WWW.DIVERSITYLEADERSHIPINACTION.COM | juan@diversityleadershipinaction.com



EXHIBIT A
Description of Services

Advance Kansas Graduate Series
Leading in the New Reality:
An Exploration of the Impact of Systemic Racism and the New
Expectations of Organizations, Institutions and Leaders

Following the emergence of one of the largest racial justice movements in decades, organizational leaders across the country are navigating new, complex and sensitive stakeholder expectations. Many have issued memos supporting racial justice and denouncing inequality in America. Now they are facing the challenge of bringing their words to life with actions. Advance Kansas is pleased to announce a new program, specifically for its alumni community: Advance Kansas Graduate Series – Leading in the New Reality.

This program will help leaders examine an array of questions:

- What actions can my organization take to support positive change?
- How does this relate to our mission and our commitments to all our stakeholders?
- How do we engage in this work without getting caught up in political ideological battles?

Leaders are now asked to explore topics like systemic racism, social justice and others, which have historically been taboo in the workplace. And ongoing demonstrations around the nation highlight the urgency of this moment in history and a profound shift in the way the majority of Americans perceive racism. In a recent Monmouth University poll, 76% of respondents said that racial discrimination is a big problem in the United States. That's a 25-point jump from 2015. And according to an NBC News/Wall Street Journal poll, Americans are now more likely to say that people of color experience discrimination, to describe athletes kneeling in protest of racial inequality as appropriate, to view the Black Lives Matter movement as a positive force, and to support the removal of Confederate monuments in public spaces.

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P. 404-578-6447 | F. 770-879-1853

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Numerous cities, counties and states have declared racism a public health crisis. And the Business Roundtable, the CEOs of 200 of the largest companies in America have declared racism a core economic crisis.

Business organizations are responding by investing in racial equity initiatives, such as Walmart's \$100 million commitment over five years to create a new center on racial equity, concentrating on financial, health care, criminal justice and education; and Johnson & Johnson has pledged \$50 million to understand the racial disparities in health outcomes that were revealed by Covid-19. Some organizations are also taking symbolic steps like Pepsico removing the image of Aunt Jemima from its packaging and changing the name of the brand, acknowledging its racist origins. And NASCAR has banned Confederate flags at its races.

Meanwhile, employees of companies of all sizes are creating book clubs and digesting best sellers like "White Fragility, Why it's so Hard for White People to Talk about Racism" by Robin DiAngelo; and "How to be an Antiracist" by Ibram X. Kendi.

With all this as a backdrop, organizational leaders must answer tough questions and develop new plans to meet new stakeholder expectations. However, where can leaders go to talk, to listen, to learn and to safely explore these topics?

Over the past decade, Butler Community College's Advance Kansas program has provided a forum for such dialogue and exploration. And in this new and challenging environment, Advance Kansas is pleased to announce a new program, specifically for its alumni community: Advance Kansas Graduate Series – Leading in the New Reality.

This new program is designed and will be facilitated by Advance Kansas facilitator, Juan Johnson, President of Diversity Leadership in Action™. It will be conducted virtually, in respect for COVID-19, in three 3-hour modules from 9:00AM to noon on October 16, 23 and 30, 2020. The class size will be limited to 30 to allow for an engaging and interactive experience.

To apply for this program, or to obtain additional information, please contact Mary Moon, Executive Director, Community Advancement at Butler Community College.



Juan Johnson is President of Diversity Leadership in Action™ and the former VP and Director of Diversity Strategies for The Coca-Cola Company. He has more than 20 years of experience in diversity consulting and leadership development. A CPA and CMA by original vocation, Juan's unique ability to connect diversity, equity and inclusion to business objectives and to relate that connection to senior executives makes him an exceptional facilitator of executive level workshops.

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TOPIC for ACTION
EMSI Contract Renewal

REPORT:

The annual license renewal for the EMSI Analyst database is submitted for board approval. Economic Modeling Specialists, Inc. (EMSI) a Moscow, Idaho based higher education data provider, has partnered with Butler for more than a decade to provide Analyst, which the research and effectiveness office uses to support strategic planning, enrollment forecasting, academic and technical program review, and Perkins compliance. The cost of the annual license renewal is eleven thousand five hundred dollars (\$ 11,500).

RECOMMENDED ACTION:

The board approve the renewal of the contract with EMSI at the rate of \$ 11,500 for the upcoming year, as per the attached contract.

RECOMMENDED FUNDING SOURCE:

Institutional Funds/IR Base Budget

Submitted by: Dr. Esam Sohail Mohammad, AVP, Institutional Research and Effectiveness

Supervisor: Dr. Kim Krull, President

Date: October 13, 2020



409 South Jackson Street
 Moscow, ID 83843
 Tel: 208-883-3500
 Fax: 208-882-3317
 www.economicmodeling.com

Emsi Representative: Alys Lease

Analyst Agreement

This Analyst agreement is between Butler Community College of El Dorado, Kansas ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Emsi").

I. Subscription Term

Emsi will provide Licensee with access to Analyst beginning November 15, 2020 and ending November 14, 2021, unless this agreement is extended or renewed.

II. Fee

The fee for the subscription is \$11,500.00, invoiced upon contract signature. Invoices are due 30 days from receipt. Sales tax will be added for non-tax-exempt institutions when applicable.

III. Subscription Services

Users

Emsi will provide Licensee with access to Analyst for up to 10 authorized user(s). Authorized users must be employees of Licensee or of a partner entity specifically listed below. Emsi will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's authorized user list and coordinate training. List of partner entities receiving users through this agreement (if applicable):

Licensed Dataset

Licensee will be provided access to the following selected United States data ("Licensed Dataset"):

<p style="text-align: center;">Analyst Data Detail</p> <p>Region</p> <p><input type="checkbox"/> National <input type="checkbox"/> Emsi Zip <input type="checkbox"/> Emsi County</p> <p><input type="checkbox"/> State(s) <input type="checkbox"/> Emsi Zip <input type="checkbox"/> Emsi County</p> <p><input checked="" type="checkbox"/> County(ies) <input type="checkbox"/> Emsi Zip <input checked="" type="checkbox"/> Emsi County</p>	<p style="text-align: center;">Business Data Detail*</p> <p>Region</p> <p><input type="checkbox"/> National <input type="checkbox"/> Emsi Zip <input type="checkbox"/> Emsi County</p> <p><input type="checkbox"/> State(s) <input type="checkbox"/> Emsi Zip <input type="checkbox"/> Emsi County</p> <p><input checked="" type="checkbox"/> County(ies) <input type="checkbox"/> Emsi Zip <input checked="" type="checkbox"/> Emsi County</p>	<p style="text-align: center;">Analyst Add-Ons</p> <p><input type="checkbox"/> On-Site Training**</p>
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List of selected region(s) (if applicable):

**Business Data Disclaimer Business data is offered as a convenience to Licensee, at Emsi's sole discretion. Emsi may terminate Licensee's access to business data at any time. Such termination will not entitle Licensee to a refund of any fees paid, or to a reduction of fees due for renewal subscriptions.*

***Additional Fee (this additional fee is applicable only if the Product Add-On "On-Site Training" is selected above) In addition to the subscription fee, if Licensee chooses to add an On-Site Training to their agreement, Licensee shall reimburse Emsi, upon completion of the On-Site Training, for travel expenses of the Emsi trainer(s) at an estimated cost of \$1,500.00 but not to exceed \$2,000.00. Emsi will provide Licensee with an itemized invoice for reimbursable travel expenses payable within 30 days of receipt.*

Additional Services Provided

The subscription includes the following services:

- Analyst user training
- Technical support via telephone or e-mail
- Access to all new data releases (new data is released periodically)
- Access to all Analyst updates and upgrades during the subscription period

IV. Terms of Service

Economic Modeling, LLC dba Emsi ("Emsi") provides online SaaS applications that use labor market data to connect and inform people, education, and business. Emsi's applications include Analyst, Developer, Career Coach, Workforce Insight, Alumni Insight, Profile Analytics, Talent, Staffing, and College Analyst. These Emsi Terms of Service ("ToS") apply to all Emsi's current applications, as well as any applications Emsi develops in the future whether or not they are named here (collectively "Emsi Apps").

License

Licensees of Emsi Apps are granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") through Emsi Apps as follows:

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- b) Licensee and Licensee's authorized users may (i) download elements of the Licensed Dataset using the download tools in Emsi Apps for Licensee's internal use, and may (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business, either for Licensee or for a third party, provided that Emsi is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Emsi Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.
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- d) Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Emsi content from Emsi Apps or the Licensed Dataset, or otherwise access Emsi Apps or the Licensed Dataset by any automated means or process, except as expressly permitted by Emsi.
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- g) Any Licensed Dataset that includes profile data or PII is to be used for research purposes only. No Licensed Dataset may be used to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.
- h) The individual job postings may only be used for, broadly defined, the discovery, interpretation and/or communication of meaningful patterns in and/or aggregations or summaries of the respective data through software tools for any purpose, including but not limited to the calculation of aggregate statistics or use of the data for any investment purpose (individually and jointly also referred to as: "Analytics"). The use of the individual job postings or any subset, modified or derived version thereof for any other purpose than for Analytics, including but not limited to making the individual job postings available to third parties (e.g. on a website that is publicly accessible or as content in any software system) is prohibited; except that access to a limited number of individual job postings as illustrations of the use for Analytics purposes is permitted (up to a 100 individual job postings at maximum per illustration access).

Licensees may contact Emsi for permission to use the Licensed Dataset in a use case not covered by these ToS.

Disclaimers

The reports and forecasts in Emsi Apps and Licensed Datasets are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Emsi uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in Emsi Apps and Licensed Datasets may differ significantly from actual circumstances or outcomes. In addition, Emsi cannot make any representation of the completeness of data aggregated from any source.

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Emsi Apps and the Licensed Datasets are provided "as is," without warranty for a particular purpose or project. Emsi is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on Emsi Apps and the Licensed Datasets and the outcomes of those decisions, including any economic loss.

Emsi's liability for damages to Licensee shall not exceed the amount Licensee paid to Emsi for the product or service in question.

Licensee is responsible for providing computer equipment that meets the minimum technical requirements for accessing Emsi Apps described at http://www.economicmodeling.com/docs/analyst_technical_requirements.pdf.

Emsi updates and upgrades products and services periodically. Emsi is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee. Emsi may update these ToS at any time without prior notice. Substantial changes to these ToS will be presented to authorized users at their next login after the changes are posted. Authorized users are required to read and agree to these ToS as a condition of using Emsi Apps and Licensed Datasets.

For answers to questions about Emsi Apps, Licensed Datasets, or these ToS, go to Emsi's online Knowledge Base, use Emsi's online Get In Touch contact form, or contact your customer service representative by email or at 208-883-3500.

V. Applicable Law

Any litigation regarding interpretation or enforcement of this agreement shall be brought in the state of Kansas, and this agreement shall be interpreted according to the laws of the state of Kansas without regard to any conflict of law provisions.

VI. Licensee Contact Information (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	YOLANDA HACKLER	DR. ESAM SOHAIL MOHAMMAD
Title:	DIRECTOR, A/R	ANP, IRTE
Mailing Address:	901 S. HAVERHILL	-> SAME
Phone:	316-322-3279	316-323-6426
Email:	YHACKLER@BUTLERCC.EDU	ESAMHAMMAD@BUTLERCC.EDU

VII. Compliance with Laws

Emsi warrants that its performance under this agreement complies with all applicable laws. If at any time during the term of this agreement it becomes unlawful for Emsi to continue performance, Emsi may immediately terminate its performance under this agreement without penalty. If Emsi terminates under this section, Emsi will refund the unused portion of any prepaid fees.

VIII. Complete Agreement

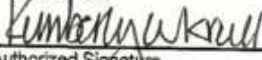
This is the complete agreement between the parties. Any amendments to this agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties.

For Emsi:

 Authorized Signature Date

 Printed Name
 Economic Modeling, LLC
 409 South Jackson Street
 Moscow, ID 83843

For Licensee:



 Authorized Signature Date
 KIMBERLY W. KRULL

 Printed Name
 Butler Community College
 901 S Haverhill Rd
 El Dorado, Kansas 67042-3280

TOPIC for ACTION
Bus Leasing Contract

REPORT:

The Athletic Department would like to continue leasing a bus from Master's Leasing and Rentals out of Kansas City, MO. This contract would run for 4 years and 4 months (2-1-2021 through 6-1-2025) with a payment of \$3,196 per month. A majority of Butler's minor sports coaching staff have taken the CDL exam in order to be able to drive this 40 passenger bus to scheduled games and meets.

RECOMMENDED ACTION:

Recommended ratification of this agreement and that this contract take effect on 2-1-2021 and run through 6-1-2025.

RECOMMENDED FUNDING SOURCE:

General Fund

Submitted by: Todd Carter
Supervisor: Bill Rinkenbaugh
Date: 9-30-2020

LESSEE: Butler Community College

Lease Agreement #: LEASE-2607

Term: 02/01/2021 to 06/01/2025

VEHICLE #	DESCRIPTION	VIN#	VALUE	CAPACITY	MT #
TBD					

Location of Equipment: 901 Haverhill Rd. El Dorado, KS

Lessee: Dr. Kimberly W. Krull 9/11/20
Signature Date
Dr. Kimberly W. Krull
Printed Name

Lessor: _____ / /20
Signature Date
John D. Goodbrake, President
Printed Name



Vehicle Lease Agreement

This VEHICLE LEASE AGREEMENT (this "Lease"), made and entered into by and between **Butler Community College**, hereinafter designated as "Lessee", and Master's Leasing, a division of MaTran, Inc., 800 Quik Trip Way, Belton, MO 64012 hereinafter designated as "Lessor".

<u>General Information:</u>	Base Payment: \$3,196.00 / per Month, per Vehicle	
	Free Miles: 2,083 / per Month, per Vehicle	
	Commencement Date: 02/01/2021	Security Deposit: \$500.00 / per Vehicle
	Expiration Date: 06/01/2025	Lessee's Insurance Co:
	F.O.B.: MaTran Inc., Belton, MO	Policy No:
	Delivery Fee: \$0.00 per Mile / per Vehicle	Term: 4 Years & 4 Months

Description of Equipment:

Unit No. **TBD** Year/Make/Model: **TBD** VIN: **TBD**

Location of Equipment: **901 Haverhill Rd El Dorado, KS 67042**

WITNESSETH:

Lessor, for and in consideration of the rents, conditions and agreements hereinafter contained, on the part and behalf of Lessee to be paid, kept and performed, does hereby lease to Lessee, and Lessee does hereby lease and rent from Lessor the motor Vehicle(s) described above, said Vehicle(s) being hereinafter referred to as the "Vehicle(s)". Title to all Vehicle(s) shall at all times remain with Lessor.

This Lease is expressly made subject to the following terms, conditions, and agreements:

1. **TERMS OF LEASE:** The term of this Lease shall be as stated above, unless earlier terminated as provided herein, commencing on the Commencement Date stated above and ending on the Expiration date state above. If Lessee remains in possession of all or any part of the leased Vehicle(s) after the Expiration Date or any extension hereof, this Lease shall be extended on a month to month basis, and all terms and conditions of this Lease shall apply until the Vehicle(s) are returned in the condition required by this Lease.
2. **RENT:** For the use of the Vehicle(s), Lessee shall pay to the Lessor at the above stated address, rent in the following amounts and manner:
 - a) **Month \$3,196.00.00, per Month, per Vehicle** plus any applicable taxes for each month during the term of this Lease. The first payment and a security deposit of **\$500.00 per Vehicle** (if deposit was NOT already paid to hold the Vehicle) will be due on the Commencement Date with all remaining monthly payments due on the 1st day of each month following.
 - b) A late fee shall be paid by Lessee in the amount equal to five percent (5%) of the unpaid balance of any payment under this Lease not made by the 15th (fifteenth) day of the month. Such amount shall be assessed for each month or part thereof such payment is past due and shall be due and payable immediately upon notice of past due status.
 - c) Rent includes **2,083 miles per Month, per Vehicle**, at no charge. Miles driven in excess of this amount will be charged at \$0.39 per mile due upon the Expiration Date or earlier termination of this Lease and the return of the Vehicle(s).

3. CONDITION OF THE VEHICLE(S):

Lessee acknowledges that it is qualified to inspect the Vehicle(s), that it has inspected the Vehicle(s), knows the condition thereof, and that the same is in good condition and repair. On or prior to the Commencement Date, Lessee (or authorized representative) shall complete and deliver to Lessor a Vehicle Acceptance/Inspection form in the form of Schedule B hereto. LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE VEHICLE IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE VEHICLE IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE VEHICLE, EXPRESS OR IMPLIED AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE VEHICLE OR THE MATERIALS IN THE VEHICLE OR WORKMANSHIP OF THE VEHICLE, LESSOR'S TITLE TO THE VEHICLE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY AN INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE. No defect or unfitness of the Vehicle, and no failure on the part of the manufacturer or the shipper of the Vehicle to deliver the Vehicle or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Vehicle and shall have no obligation to install, erect, test, adjust or service the Vehicle. Lessee shall only look to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Vehicle for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Vehicle.

4. USE OF VEHICLE(S):

- a) Lessee shall have care, custody and control of the Vehicle(s) and will conduct all required and necessary safety inspections to insure safe operation.
- b) Lessee and Drivers will abide by Vehicle(s) usage procedures outlined in Schedule A.
- c) Lessee shall register and license the Vehicle(s) and comply with all applicable federal, state, county or municipal laws relating to licensing, registration, taxes and operation of Vehicle(s).
- d) Lessee shall pay all taxes, licensing and/or registration fees, and all other governmental fees or regulatory charges during the term of this Lease, as well as any taxes, licensing and/or registration fees, and all other governmental fees or regulatory charges incurred by Lessor upon the termination of this Lease and Lessee's return of the Vehicle(s).
- e) Lessee is responsible to comply with all DOT requirements applicable to the area in which the Vehicle will be operated.
- f) Lessee shall permit only safe, careful, authorized and properly licensed and insured drivers to operate the Vehicle(s). Drivers must submit a copy of their commercial license to Lessee for Vehicle(s) over 15 passengers.
- g) Lessee shall not permit the Vehicle(s) to be used in violation of any federal, state, county or municipal statutes, laws, ordinances, rules or regulations. The Vehicles shall not be used outside of the United States without Lessor's prior written consent. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeitures, damages, or penalties assessed against Lessor resulting from violation of such statutes, laws, ordinances, rules or regulations.

5. MAINTENANCE AND REPAIRS:

- a) Lessee shall at all times during the term hereof and without cost to Lessor, be responsible for all necessary labor, material, parts, fuel, and supplies for routine maintenance and shall maintain and keep the Vehicle(s) in good running condition and working order. Lessee agrees to reimburse Lessor for all expenses, including but not limited to, parts and labor, for mechanical and physical damage repairs to the Vehicle(s) caused by Lessee's neglect or failure to maintain the Vehicle(s) in good operating condition while under Lessee's custody or control.
- b) If, during the term of this Lease, any Vehicle is involved in an accident or has mechanical failure exceeding \$500.00, Lessee shall contact Lessor at 800-783-3613 within forty eight (48) hours after such incident, and put Lessor in contact with service/repair facility.
- c) Required Routine Maintenance. See Schedule A.

6. RETURN OF VEHICLE(S):

a) Lessee shall return the Vehicle(s) to Lessor's place of business at Lessee's expense in accordance with Schedule A hereto.

b) Lessee shall return the Vehicle(s) on or before the Expiration Date or any earlier termination of this Lease, in the same condition, as when delivered (ordinary wear and tear excluded) or pay as additional rent, Lessor's cost of repairing any damage to the Vehicle(s) in excess of ordinary wear and tear. In addition, for purposes of clarity only and in no way limiting other provisions of Section 6 a-c:

- i. Lessee shall return the Vehicle(s) free from all body damage and free from all broken or cracked glass.
- ii. Upon return of the Vehicle(s), the Vehicle(s) must pass the Department of Transportation inspection including minimum standards for tires and brakes.
- iii. Upon return of the Vehicle(s), the air conditioning/cooling system must be in proper working order.
- iv. All Vehicle(s) shall be returned with all original equipment that was installed at the Commencement of the Lease or during the term of the Lease.

c) Lessee further agrees to keep the Vehicle(s) free of any and all claims and encumbrances by any person.

7. INSURANCE: Lessee, at its own expense shall obtain and keep effective during the entire term of this Lease, insurance policies insuring the Vehicle(s) against loss or damage because of fire, theft, collision, flood, windstorm or other casualty, to the extent of the full cash value of such Vehicle(s) as shown on the Vehicle schedule, less any deductible permitted under this Lease. Lessee, at its own expense, shall obtain and keep effective during the entire term of this Lease, an insurance policy naming Lessor as additional "insured and loss payee" against liability for the death of or injury to any person or any property loss as a result, in whole or in part, of the use, condition or maintenance or operation of the Vehicle(s) during the Lease term. The policy shall expressly provide coverage for Lessee's contractual obligation and liability under paragraph 8 of this Lease. Such policy may include a deductible of not more than **\$1,000.00** and shall contain a stipulation or agreement by the insurance carrier that the Lessor shall receive at least thirty (30) days' prior written notice of any cancellation or intended cancellation of the coverage provided herein or ten (10) days prior notice of any lapse of said coverage due to nonpayment. In the event Lessee fails to provide the coverage provided for in this Lease, Lessee's rights under this Lease may be terminated immediately and the Lessor shall be entitled to immediate possession of the Vehicle(s) leased under this Lease. Lessee shall deliver to Lessor, annually and upon renewal or replacement of any insurance required herein, evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

Further, Lessee shall provide minimum liability coverage for any loss arising out of death, injury or property damage in the minimum amounts of **\$5,000,000.00**. In the event of any loss arising out of the possession, use, operation or condition of the Vehicle(s) during the term of this Lease, Lessee shall immediately provide notice of such loss to the Lessor. Whenever a Vehicle is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall deem necessary for compliance with paragraph 5 above. Proceeds of insurance shall be paid to Lessor with respect to such repairable damage to the Vehicle and shall, at the election of Lessor, be applied either to the repair of the Vehicle by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

8. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES: (a) **Affirmative Covenants.** Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Vehicle(s) and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Vehicle(s); (ii) comply with all laws and regulations and rules, all manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance relating to each Vehicle and its use; (iii) mark and identify the Vehicle(s) with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Vehicle(s) shall be located or used and permit Lessor to inspect the Vehicle(s) and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Vehicle(s) or records; (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (vi) within forty-five (45) days after the end of each fiscal quarter other than the final fiscal quarter of each fiscal year, deliver to Lessor a balance sheet and statement of income as at the end of such quarter, each setting forth in comparative form the corresponding figures for the comparable period in the preceding fiscal year; (vii) within one hundred and twenty (120) days after the end of each fiscal year, deliver to Lessor a balance sheet as at the end of such year and statements of income and cash flows for such year, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding year, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied and certified by Lessee's chief financial officer as fairly presenting the financial position and results of operations of Lessee, and, in the case of year-end financial statements, certified by an independent accounting firm acceptable to Lessor; and (viii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Vehicle(s) as Lessor shall reasonably request.

Lease Agreement #: LEASE-2607

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Vehicle(s) or this Lease or any of Lessee's interest thereunder; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Vehicle(s); (iii) part with possession or control of or suffer or allow to pass out of its possession or control any item of the Vehicle(s) or change the location of the Vehicle(s) or any part thereof from the address shown in the Lease; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE Vehicle(s); (v) change (a) its name or address from that set forth above, (b) the state under whose laws it is organized as of the date hereof, or (c) the type of organization under which it exists as of the date hereof unless it shall have given Lessor or its assigns no less than thirty (30) days' prior written notice of any such proposed change; (vi) permit the sale or transfer of any shares of its capital stock or of any ownership interest in the Lessee to any person, persons, entity or entities (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or the control of the Lessee from the person, persons, entity or entities who hold ownership and/or control of the Lessee as of the date of this Lease; (vii) consolidate with or merge into or with any other entity, or purchase or otherwise acquire all or substantially all of the assets or stock or other ownership interest of any person or entity or sell, transfer, lease or otherwise dispose of all or substantially all of Lessee's assets to any person or entity; or (viii) allow a Blocked Person to have an ownership interest in or control of Lessee. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Lessor, to be a person with whom Lessor is not permitted to extend credit to or with regard to whom, a lessee relationship may result in penalties against Lessor or limitations on a lessor's ability to enforce a transaction.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that (i) the Lease has been duly authorized and executed and is not in contravention of, and will not result in a breach of, any of the terms of Lessee's charter, by-laws, articles of incorporation or other organic documents or any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (ii) Lessee's exact legal name as it appears on its charter or other organic documents, including as to punctuation and capitalization, and its principal place of business or chief executive office are as set forth in the heading of this Lease; (iv) Lessee is duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation and is duly qualified and authorized to transact business in, and is in good standing under the laws of, each other state in which the Vehicle(s) is or will be located; (v) there has been no change in the name of the Lessee, or the name under which Lessee conducts business within the one year preceding the date hereof except as previously reported in writing to Lessor; (vi) Lessee has not moved its principal place of business or chief executive office, or has not changed the jurisdiction of its organization within the one year preceding the date hereof except as previously reported to Lessor in writing; (vii) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (viii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (ix) the Vehicle(s) will be used primarily for business purposes as opposed to personal, family or household purposes; and (x) there are no suits pending or threatened against Lessee or any guarantor of the Lessee's obligations (each, a "Guarantor") which, if decided adversely, might materially adversely affect Lessee's or such guarantor's financial condition, the value, utility or remaining useful life of the Vehicle(s), the rights intended to be afforded to Lessor hereunder or under any guarantee or the ability of Lessee or any guarantor to perform its obligations under the Lease or any document delivered in connection with the Lease.

9. **INDEMNITY:** Lessee shall defend, indemnify and hold harmless Lessor and the officers and employees of Lessor and its insurer from and against any damage, loss, theft, or destruction of the Vehicle(s) and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and nature, including bodily injury, property damage and death, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition, maintenance or operation of the Vehicle(s) during the Lease term or while the Vehicle(s) is in the Lessee's possession or under its control; the performance or nonperformance of Lessee hereunder and any act or omission of Lessee, and its agents, servants or employees. Lessee shall further indemnify and hold harmless Lessor for any and all governmental fees or regulatory charges due pursuant to paragraph 4.e. of this Lease, including any late penalties or interest accrued thereupon.

10. **ASSIGNMENT:** Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all rent and other payments payable under each Supplement to such assignee or as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately exercisable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Lease to Lessor shall include such assignee.

11. **DEFAULT:** An Event of Default shall occur if: (i) Lessee is delinquent on any payment due hereunder and in default as provided in paragraph 2 of this Lease; (ii) Lessee breaches any other agreement, term, covenant or condition which this Lease requires, and such breach continues for a period of ten (10) days after notice from Lessor to Lessee; (iii) Lessee or any Guarantor or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern, make an assignment for the benefit of creditors, become insolvent, or engage in any dissolution or liquidation proceedings; (iv) Lessee or any Guarantor or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (v) Lessee or any Guarantor shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, guaranty, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising; (vi) any individual Lessee, Guarantor, or partner of Lessee if Lessee is a partnership shall die; (vii) Lessee, or any Guarantor of this Lease shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Vehicles to be insecure; or (viii) any Guarantor fails to pay or perform any obligation owing to Lessor, or breaches or fails to observe or perform any term, condition, covenant, representation or warranty contained in any agreement made by such Guarantor in favor of Lessor and such failure or breach continues beyond the applicable grace or cure period set forth in such agreement, if any.

Upon the occurrence of any Event of Default, Lessor may, in addition to any other right or remedy given by law, terminate this Lease immediately and require Lessee at its own expense to return the Vehicle(s) pursuant to paragraph 6 of this Lease within three (3) days of the Event of Default. Lessor may also enter upon the premises where the Vehicle(s) is located and take immediate possession of and remove the same with or without instituting legal proceedings. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. Lessor shall be entitled to, and Lessee agrees to pay damages equal to the sum of (i) accrued and unpaid rent, including interest; (ii) the present value of the rent for the remaining lease term under this Lease discounted to such present value at a rate of [3%] per annum; (iii) any and all costs, expenses, penalties, fees or charges of any kind incurred by Lessor as a result of or relating to Lessee's default; and (iv) as permitted by applicable law, any and all attorney fees, legal expenses or litigation costs Lessor incurs as a result of or relating to Lessee's default. If, after Lessee's payment of damages as provided in this paragraph, Lessor disposes of the Vehicle(s) to a third party prior to the end of the term of this Lease, Lessor shall credit Lessee with the present value of the portion of the new lease applicable to the remaining term of this Lease. If this Lease is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Vehicle(s) to secure its obligations under such Lease, all other Leases and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

12. **NOTICES:** Any notice hereunder to Lessee or Lessor shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

13. **NET LEASE AND UNCONDITIONAL OBLIGATION:** This Lease is a completely net lease and Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind. This Lease cannot be canceled, prepaid, or terminated except as expressly provided herein.

14. **GOVERNING LAW AND FORUM SELECTION, JURY TRIAL WAIVER:** This Lease and all issues of Lessee's relationship with Lessor shall be governed by and determined by application of Missouri law. Further, Lessor and Lessee acknowledge Lessor's home office is in Belton, Missouri and all payments hereunder are to be received in Belton, Missouri. Lessor and Lessee select the state courts sitting within BUTLER COUNTY, KS and the United States District Court for the District Court of Kansas as exclusive venue for all disputes, claims, causes of action of the liking involving Lessor and Lessee. LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS AGREEMENT.

No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Article 2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel this Lease; (ii) repudiate this Lease; (iii) reject the Vehicle; (iv) revoke acceptance of the Vehicle; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) claim a security interest in the Vehicle in Lessee's possession or control for

any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Vehicle; (ix) "cover" by making any purchase or lease of or contract to purchase or lease Vehicle in

substitution of Vehicle identified to this Lease; (x) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, detinue, sequestration, claim, delivery or the like for any Vehicle identified to this Lease.

15. GENERAL AND MISCELLANEOUS:

a) No forbearance to exercise any rights or privileges under this Lease, or waiver of any breach of any of its terms, shall be construed as a waiver of Lessor's rights or privileges under any such terms, and the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

b) The terms of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Lease constitutes the entire agreement between the parties hereto and may not be amended except in writing signed by the duly authorized representative of the parties hereto.

c) In the event that any provision of this Lease shall be held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof

d) This Lease shall be deemed to be a Kansas contract and shall be governed by the laws of the State of Kansas. Any legal proceedings pertaining to the Lease will be processed in the State of Kansas, County of Butler.

e) In the event that any provision of this Lease is in any way breached by the Lessee or Lessee fails in any way to perform as agreed herein, the Lessor may, at its election, terminate this Lease after first providing Lessee notice and ten (10) days in which to cure said breach. If Lessee fails to cure within the agreed upon time frame, Lessor may have the immediate right to possession of the Vehicle(s) leased hereunder and shall be entitled to immediate payment of all amounts due under this Lease.

f) There shall be one original of the Lease and it shall be marked "Original". To the extent that any Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease marked "Original".

The parties hereto have executed this Lease as of the day and year first above written:

Lessee: Butler Community College

Lessor: Master's Leasing, a Division of MaTran, Inc.
800 Quik Trip Way, Belton, MO 64012

BY: Dr. Kimberly W. Krull Date: 9 / 11 /20
Signature

BY: _____ Date: ____ / ____ /20
Signature

Dr. Kimberly W. Krull
Printed Name, Title

John D. Goodbrake, President
Printed Name, Title

SCHEDULE A
EQUIPMENT USAGE & RETURN PROCEDURES

Lease Agreement #: LEASE-2607

DRIVERS: All drivers must be at least 25 years of age, possess a valid driver's license, have at least two (2) years' experience, be covered by Lessee's insurance policy and for Vehicles over 15 passengers must submit a copy of their commercial license to Lessee.

PASSENGERS: The total of passengers transported at any one time in each Vehicle shall not exceed the maximum capacity shown for each Vehicle listed on the Vehicle Schedule.

NO SMOKING OR ALCOHOL BEVERAGES allowed in Vehicles.

INSPECTIONS:

1. **Vehicle Acceptance/Inspection:** Lessee/Rentee (or authorized representative) shall inspect the Vehicle(s) and complete a Vehicle Acceptance/Inspection form for each Vehicle leased at time of possession of Vehicle(s).
2. **Daily Driver Inspection Reports:** Driver shall perform a DOT Pre-Trip inspection and complete a *Bus Driver's Vehicle Inspection Report* (Inspection Report Book located in each Vehicle) prior to each day's usage.

DEFECTS discovered upon inspection or MECHANICAL PROBLEMS encountered during usage need to be noted in Inspection Report Book.

- Contact Master's immediately if defects or mechanical problems pose a safety issue!
- Be sure to indicate if defects/mechanical problems were corrected.

White copy of Report Forms need to be submitted to Master's: Upon Request

End of Usage (less than 46 days)

Replacement Vehicle Inspection Report Book – contact Master BEFORE all report pages are used up.

REQUIRED ROUTINE MAINTENANCE: shall include, but not be limited to, the performance of the following services and at the time indicated below. (*Not required for less than 31 day Vehicle usage)

SERVICE:	WHEN:
DOT Pre-Trip Inspection (see Daily Driver Inspection Reports above)	Prior to each day's use
* Lubrication – Check all fluid levels	Every 3,000 miles
* Oil & Filter Change	Every 3,000 miles
* Tire Tread Depth Check (minimum: 4/32nds front; 2/32nds rear)	Every 3,000 miles
* Air Filters	Every 12,000 miles
* Engine Tune Up	Every 50,000 miles
* Worn out Parts	Immediately
* Body, Glass, & Seat Damage	Repair as required

RETURN PROCEDURES: Vehicles are to be returned in same condition as at time of possession with emphasis on: Exterior - washed; Interior - cleaned, swept and/or vacuumed; Fuel Tank - full

\$425 Cleaning Fee and/or \$5.00/Gal Fuel Fee will be assessed if not returned in same condition as picked up.

D.O.T. Safety Equipment: Fire Extinguisher, I.C.C. Kit (triangle reflectors), & First Aid Kit Equipment are on each Vehicle. \$50 Replacement Fee will be assessed for each item found to be missing, used or discharged.

A Damage Estimate will be invoiced to Lessee/Rentee for any NEW exterior damage (scrapes, dents, chips in windshield, etc.) and/or any NEW interior damage (torn or stained seats, stains or tears in carpet, or foul odors etc.)

REMINDER: In event of breakdown, call Master's BEFORE taking Vehicle to an authorized repair facility.

Missouri 800-783-3613 or 816-318-9988

I hereby acknowledge and will abide by the above listed procedures:

Lessee: Signature: Dr. Kimberly W. Krull Date: 9 / 11 / 20
 Printed Name: Dr. Kimberly W. Krull

VEHICLE SCHEDULE

TOPIC for ACTION
Consulting proposal for Degreeworks Upgrade

REPORT:

Ellucian Degreeworks is a degree planning and progress tracking application used by students and Advisors (known as "GPS" at Butler). Butler has used this application for over 12 years, and it is a key tool for students to determine required courses for their programs and for those advising them. The version Butler is currently using (4.1.5) is reaching end of support for some of its underlying technologies at the end of the year and needs to be upgraded before that happens. This is a complex upgrade, as the vendor has completely refactored the application in the latest major release. David Kent Consulting is being engaged in order for this project to be completed in the needed timeframe. This engagement also includes functional consulting hours to provide training and guidance to the Registrar's Office regarding use of the product and the new features added with this major release.

Proposals were obtained from Strata Information Group and David Kent Consulting. Ellucian Professional Services was not considered due to their significantly higher hourly rate and difficulty with previous engagements. Information services recommends David Kent Consulting.

David Kent Consulting	\$39,780
Strata Information Group	\$54,570

RECOMMENDED ACTION:

To approve the proposal from David Kent Consulting to complete the Degreeworks upgrade and provide training.

RECOMMENDED FUNDING SOURCE:

Information Services Application Services Budget

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



David Kent Consulting, Inc.

Butler Community College

Degreeworks upgrade to 5.0.x

Proposal date: September 30, 2020

Background and Experience

Originally incorporated in August, 2000 as David Kent, Inc., David Kent Consulting, Inc. has been a premium provider of Banner and Oracle IT services to higher education for more than 20 years. Our unique consulting model which combines the talents and experiences of current, real-world practitioners continues to prove that we create solutions that are better-engineered, better-executed, more durable and more cost-effective than traditional consulting models consisting primarily of full-time dedicated consultants. We have helped numerous institutions with skilled IT and functional staff augmentation, upgrade services, customization services, DBA services, infrastructure services, and numerous implementation initiatives both technical and functional. Most recently, we are assisting clients with their evolution to Banner 9 and migration of Banner ERP systems to public cloud providers. We know and understand Banner and Oracle as well as the business and culture of higher education. Most importantly, we continue to evolve and grow right along with the needs of our clients and the continuously-changing face of IT in the higher education workspace. The important thing to remember is that we are Higher Ed, Banner, and Oracle only. We are not diversified across multiple industries, nor do we support Peoplesoft, SAP, Workday, or Empower. We are exclusively Higher Ed, Banner, and Oracle.

To read our corporate story, visit <http://davidkentconsulting.com/about-us/>

To view our service catalog, visit: <http://davidkentconsulting.com/services/>

Our Strength. Our People.

Perhaps the most distinguishing characteristic of our company, and the feature that most differentiates us from all the rest, is our people. Each of us is a skilled practitioner with significant depth of experience in one or more specific Banner systems. All of our Oracle DBAs have significant experience managing Oracle *in a Banner environment*.

Our consultants come from a variety of backgrounds. Some are recent retirees: David Kent, for example, retired from Michigan Tech in Jan 2017 after 37 years of Service, 24 years of that time was spent as a Banner DBA, and the last 3 years as Director of IT Services. Some consultants are currently employed at various Banner institutions across North America and

freelance their talent to us. Others are former Ellucian, Sungard, and SCT employees. The bottom line is that you won't find more-experienced Banner talent anywhere.

Although specific consultant(s) with exemplary skills and relevant experience are being proposed to address specific target objectives, other consultants from our team may provide services to cover for contingencies such as sickness or other unanticipated leave; or to add breadth and/or depth of expertise to the engagement when required or requested by the Institution.

As our client, the Institution shall also have access to additional expertise within the David Kent Consulting team. Our team consists of database administrators, system administrators, cloud experts, application analysts/programmers, functional and technical consultants for each Banner system, trainers, and project managers. All team members are seasoned professionals with several years' experience in their respective specialty area. Rates for team members range from \$170-\$240 hourly, and their expertise can be engaged as requested or authorized by the Institution.

Consultant - Jason Thomas

Jason Thomas is a 22 year veteran Oracle DBA with 10 years' experience as an Oracle DBA at a Midwest Banner Institution. Jason is our lead Banner 9 upgrade engineer. He has performed more than 10 ESM installations, and has led and/or served on numerous Banner 9 upgrade teams. Jason has also worked as a Sr. Cloud Engineer at Ellucian Corporation for two years, and has significant breadth of experience working with multiple Higher Ed. Institutions simultaneously.

Consultant - Doug Sewell

Doug Sewell has over 35 years of experience in higher education system and database administration. Doug has been with David Kent Consulting for over 10 years - first as a freelance consultant while employed full time, and now with us full time after his retirement in 2015.

- Over 20 years of AIX and Linux administration experience and over 15 years of Oracle and Banner DBA experience
- Installation and upgrade experience - including Oracle Database upgrades, migrating from Banner 8 to 9, and ODS installation/upgrades
- Migration experience - including Oracle Database and Banner job submission migrations from AIX and Windows to Linux, moving applications from Oracle Application Server/WebLogic to Tomcat, converting databases from nonCDB to CDB/PDB, and migrating Banner from on-site to Oracle and Azure clouds

Statement of Work

Consultant to work with Client to provision 2 new application/database servers and 2 new web servers running OEL 7. A new Degree Works test environment (DGWTEST) will be created by cloning the current production Application server to a new server and upgrading the Oracle software from 11g to 12c. Once the new DGWTEST environment is created, the client will complete basic validation testing to confirm all functions are available. The Degree Works application upgrade will begin once DGWTEST is confirmed to be functional. Consultant will upgrade Degree Works to 5.0.3 or later. A separate work block provides for a pool of hours for training functional staff in the new functionality and interface changes in Degree Works.

What follows is our approach and Work Breakdown Structure (WBS) for the project, along with our estimate of consulting hours for each task. Only actual hours worked will be billed at a single standard rate of \$195 per hour. With our augmentative approach, our consultant will work hand-in-hand with Client IT staff as much as is practical to achieve the highest degree of knowledge transfer possible.

	Degree Works Software upgrade Create two new OEL 7 application servers for Degree Works TEST. Clone the current production application server to the updated OS server. Install Oracle 12.2 home on the new server and migrate the Degree Works database to the new Oracle home. Upgrade the Degree Works Software from 4.1.6 to 5.0.3 or later. Upgrade the Degree Works Database to 19c. Repeat the process for PRODUCTION.	Estimate of Hours
1	<u>Environment Review and Access Verification</u> Consultant to review the current client environment and the engagement plan. Methods of access will be tested to verify Consultant has access to all required systems.	4
2	<u>Create New Application Servers</u> Consultant will work with the client to create two (2) new OEL 7 servers to be used for the Degree Works Application. The production application server will be cloned and attached to a new Oracle 12.2 database located on the same server as the application.	6
3	<u>Install Oracle 12c and Migrate Production Degree Works Production Database</u> Consultant will install Oracle 12c on the DGWTEST application server and migrate the current production Degree Works database	8
4	<u>Upgrade New DGWTEST Degree Works instance from 4.1.5 to 5.0</u> Consultant to assist Client with taking all appropriate backups/snapshots. Perform all steps to upgrade DGWTEST from 4.1.5 to 5.0.0.	20
5	<u>Functional Testing of Degree Works 5.0.0</u> Consultant to assist Client resolving any issues identified during testing of the upgraded Degree Works instance in the TEST.	18

<u>6</u>	<u>Upgrade DGWTEST instance from 5.0.0 to 5.0.2</u> Consultant to assist Client with taking all appropriate backups/snapshots. Consultant will perform all steps to upgrade DGWTEST from 5.0.0 to 5.0.2.	16
<u>7</u>	<u>Upgrade Degree Works instance from 5.0.2 to 5.0.3 or Later</u>	6
<u>8</u>	<u>Install Oracle 19c and Migrate the DGWTEST Database</u> Migrate the DGWTEST 12c Database to 19c	6
<u>9</u>	<u>Configure SSO</u> Consultant will work with the client to configure single sign on with the Client Shibboleth authentication	16
<u>10</u>	<u>Functional Testing of Degree Works in DGWTEST</u> Consultant to assist Client resolving any issues identified during testing of the upgraded Degree Works instance in the TEST.	10
<u>11</u>	<u>Clone Production to a new Application Server</u> A four (4) day configuration freeze will be implemented covering a weekend. The production application server will be cloned and connected to the updated Production database.	2
<u>12</u>	<u>Install Oracle 12c and Migrate Production Degree Works Production Database</u> Consultant will install Oracle 12c on the DGWPROD application server and migrate the current production Degree Works database	6
<u>13</u>	<u>Upgrade New DGWPROD Degree Works Instance from 4.1.5 to 5.0</u> Consultant to assist Client with taking all appropriate backups/snapshots. Perform all steps to upgrade DGWPROD from 4.1.6 to 5.0.0.	10
<u>14</u>	<u>Upgrade DGWPROD from 5.0.0 to 5.0.2</u> Consultant to assist Client with taking all appropriate backups/snapshots. Consultant will perform all steps to upgrade DGWPROD from 5.0.0 to 5.0.2.	10
<u>15</u>	<u>Upgrade DGWPROD from 5.0.2 to 5.0.3 or later</u>	4
<u>16</u>	<u>Install Oracle 19c and Migrate the DGWPROD Database</u> Migrate the DGWPROD 12c Database to 19c	4
<u>17</u>	<u>Configure SSO</u> Consultant will work with the client to configure single sign on with the Client Shibboleth authentication	10
<u>18</u>	<u>Functional Testing of Degree Works in PROD</u> Consultant to assist Client resolving any issues identified during testing of the upgraded Degree Works instance in the PROD.	8
	Total Hours	164
	Grand Total \$USD	\$31,980

	Degree Works Functional Training A pool of hours for providing training to the Registrar's office on new functionality and interface changes for Degree Works.	Estimate of Hours
1	<u>Functional Training Hours</u> A pool of hours that the Registrar, Financial Aid, and advising staff can draw on for learning about new functionality and interface changes for Degree Works.	40
	<p style="text-align: right;">Total Hours</p> <p style="text-align: right;">Grand Total \$USD</p>	<p style="text-align: center;">40</p> <p style="text-align: center;">\$7,800</p>

Other Services or Benefits of Engagement

Our augmentative approach incorporates training and knowledge transfer into the installation and upgrade process. As such, there is no need to purchase additional training over and above what is specified within the plan. It is our experience that when client staff works hand-in-hand with our team throughout the project in the client's own environment, the result is a more active and richer learning experience than is provided by webinars or classroom training alone.

Our hourly rates are "All In" rates and include overhead such as basic project management, pre-engagement prep, post-engagement reports, and so on. When onsite services are required or requested by the client, there is no charge for consultant travel time to and from the client's campus for onsite engagements of 5 days (40 hours) or more. Client is only responsible for reasonable and customary out-of-pocket travel expenses. For a single 40-hour engagement, our consultants will typically fly to the engagement on a Sunday and be ready to work first thing on Monday morning. Consultants return home on the latest flight possible Friday following the engagement.

Our approach for the tasks in the table(s) above, serves as a high level Work Breakdown Structure (WBS). Within each stage of the WBS, we have estimated a number of consulting hours based on our experience performing the same task at other client sites. You have the option and flexibility of performing all or some of the work for each stage, with optional coaching and guidance from our lead consultants. A higher degree of involvement by client IT staff, *could* result in substantially fewer billable hours.

The individuals listed below are responsible for the relationship between David Kent Consulting and The Institution. In addition, we also provide a direct communication channel to our consultants through a private Slack channel. We want the University to feel that our consultants are a direct extension of their own staff. We are dedicated to ensuring the success of any engagement with our clients.

David J. Kent
President
David Kent Consulting, Inc.
Phone: 906-370-4354
Email: DavidKent@DavidKentConsulting.com

Tom Keeley
Director of Client Success
David Kent Consulting, Inc
Phone: 303-829-7826
Email: TomKeeley@DavidKentConsulting.com

Personnel to Facilitate any Subsequent Agreement

Company founder and president, David J. Kent, shall be the consultant's sole authorized person to enter into any contract or agreement pursuant to this offer. Should additional project management (beyond what is delivered as a matter of engagement by the proposed consultants) be required, David Kent Consulting shall provide such additional project management.

Relevant attestations:

- Neither David Kent Consulting, Inc. nor its predecessor corporation, David Kent, Inc. have ever been involved in any performance-related litigation, nor have they ever had to file a claim against their professional liability insurance policy.
- Neither David Kent Consulting, Inc. nor its predecessor corporation, David Kent, Inc. have ever had a contract terminated due to non-performance.
- Neither David Kent Consulting, Inc. nor its predecessor corporation, David Kent, Inc. have ever been sanctioned in any way, shape or form by any regulatory agency.

Attestation of Relevant Insurance

David Kent Consulting, Inc. carries a general liability insurance policy with an aggregate limit of \$2,000,000 (USD) and \$1,000,000 (USD) for each occurrence. In addition, our professional liability policy has both an aggregate and each occurrence limit of \$2,000,000 (USD). Certificates of Insurance will be provided upon receiving notice of intent to award. All contracted consultants are covered by our liability policies.

Workers Compensation Insurance is not applicable, as all consultants are classified as independent contractors, with income reported on US form 1099.

Ellucian Relationship

David Kent Consulting is an independent consulting organization. We focus on helping institutions get the highest possible return on their investment in Banner and Oracle. We highly recommend assigning an email account from the Institution's domain to our Consultant to allow that person to download software and open cases on behalf of the Institution. An NDA between Ellucian, The Institution, and David Kent Consulting, Inc. will be executed as a part of setting up HUB access for our Consultant(s). There are several current Non Disclosure Agreements executed between Ellucian, David Kent Consulting, and client Institutions.

Total Cost of Project and Payment Terms

We are proposing a time and expense bid. The total cost of the project will be based on actual hours worked multiplied by an hourly rate of \$195.00. Consultant assumes that 100% of the work will be performed remotely, without travel to the Client's campus. If, at the client's request, work is requested to be performed onsite, actual travel expenses will be charged. Travel expenses shall include airfare, ground transportation or rental car and fuel, lodging, and meals. If the consultant's home is within driving distance from campus, mileage and tolls will be charged in lieu of airfare and other ground transportation. The estimates above are provided as guidance.

The hours quoted are the time that we expect it would take us, assuming we encounter an anticipated amount of difficulty. This number allows for a limited amount of diagnosis and troubleshooting time for common issues that we have encountered in the past when performing the same or similar tasks at other client sites.

A down payment in the amount of 50% of the Probable Estimate (\$15,990.00) is due and payable prior to the start of work. Actual hours worked shall be billed on the first business day of each month for work conducted during the prior month. Invoices shall include detailed work logs showing the consultant's name, date, time spent (rounded to nearest 1/10 hour), and description of work performed. A separate line item will be provided for each work session. The entire down payment amount will be credited to the first month's invoice, and any remaining balance is due and payable within 30 days. In the event the project is terminated by the institution prior to completion, or should the total project be completed in less than 82 total hours, a final work log and invoice will be issued, and any unused down payment will be refunded to the institution within 30-days.

Expiration Date

This offer expires: **30-October-2020**

Contact Information

David Kent Consulting, Inc.
David J. Kent, President
200 Michigan St. Suite 453
Hancock, MI 49930

Federal Tax ID Number: 38-3553844
<http://davidkentconsulting.com>
Telephone: 906-370-4354
Fax: 906-483-2644



Signature: _____

Date: 30-September-2020

TOPIC for ACTION
Concurrent Enrollment Partnerships

REPORT:

In accordance with KBOR procedures for concurrent enrollment, Butler Community College has reviewed and revised the Concurrent Enrollment Partnership (CEP) agreement appendices identifying designated CEP program administrators, liaisons, and CEP instructors for the 2020-2021 academic year.

The school districts included are:

USD 385	Andover/Andover Central
USD 402	Augusta
USD 205	Bluestem
USD 397	Centre
USD 284	Chase County
USD 375	Circle
USD 417	Council Grove
USD 396	Douglass
USD 490	El Dorado
USD 389	Eureka
USD 266	Maize/Maize South
USD 408	Marion
USD 398	Peabody-Burns
USD 394	Rose Hill
USD 481	Rural Vista (White City)

RECOMMENDED ACTION:

Board of Trustees approval of revised CEP agreement appendices for the 2020-2021 academic year.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Loni M.M. Jensen
Supervisor:	Heather Rinkenbaugh
Date:	September 24, 2020



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.

**Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Andover Public Schools USD # 385
Andover, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 385 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Andover High School and
Butler Community College
*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
Andover High School:**

**Non-CEP classes to be offered at
Andover High School:**

American Federal Government
College Algebra
Public Speaking
English Composition I

Designated CEP program administrators and liaisons:

Andover High School
Hollie Ricke
Counselor
Work Phone: 316.218.4600 ext 311124
E-mail: rickeh@usd385.org
Address:
1744 N Andover Rd
Andover, KS 67002

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone: 316-322-3254
E-mail: ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Andover High School

Butler Community College

Hollie Ricke,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Kristen Kuhlmann, Principal

Lori Winningham, Vice President of Academics

Date

Date

POSITION DESCRIPTION
ADJUNCT COMMUNITY COORDINATOR

Position Title:		Date:
Adjunct Community Coordinator		6/8/95
Organization Unit:	Reports to:	Rev. No & Date
High School Academic Partnerships	Director, High School	#1, 9/13
	Academic Partnerships	#2, 8/2020

I. **Narrative General Description:**

Coordinator serves as a liaison between Butler Community College, the community and the local school district. Emphasis is on promoting a positive image of Butler Community College through a responsibility for college programs on the local level. This position reports directly to the Director of High School Academic Partnerships.

II. **Functional Responsibilities:**

- A. Establish and maintain positive relations with local Unified School District to assist in determining the educational needs of the community.
 1. Coordinate with USD administrators on use of facilities
 2. Plan semester class schedules with high school and Director
- B. Promote college programs and activities.
 1. Distribute brochures, flyers and other promotional materials
 2. Administer surveys
 3. Coordinate special events, presentations and advertising
- C. Act as resource in the recruitment and orientation of teaching staff
 1. Ensure syllabi, certification and grade rosters are submitted by due date
 2. Distribute teaching and lab supplies to instructors as needed
- D. Aid in recruitment, orientation and retention of students.
 1. Distribute schedules
 2. Promote classes
 3. Disseminate enrollment information
 4. Coordinate placement testing
 5. Publicize Articulation Agreements and articulated credit opportunities.
- E. Facilitate enrollment of students and other transactions concerning BCC policies
 1. Expedite enrollment process
 2. Assist with collection of student tuition and fees as necessary.
 3. Assist students in accessing their account (user name, password, Service Desk).
 4. Encourage and support student completion and submission of articulated credit applications.



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Andover Central High School and
Butler Community College
*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
Andover Central High School:**

English Composition I
College Algebra
American Federal Government
Public Speaking

**Non-CEP classes to be offered at
Andover Central High School:**

Designated CEP program administrators and liaisons:

Andover Central High School
Laura Scaglione
Counselor
Work Phone: 316.218.4403 ext 32108
E-mail: scagliol@usd385.org
Address:
603 E Central
Andover, KS 67002

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Andover Central High School

Butler Community College

Laura Scaglione,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Cheryl Hochhalter, Principal

Lori Winningham, Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Andover Central High School
and
Butler Community College
*Originally dated April 2006
(Revised August 2016, August 2020)*

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #385, Andover, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for PO141 American Federal Government, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Andover Central High School

Butler Community College

Kara Belew, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Cheryl Hochhalter, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Andover Central High School
and
Butler Community College
*Originally dated April 2006
(Revised August 2016, August 2020)*

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #385, Andover, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for SP100 Public Speaking, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
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6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

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- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Andover Central High School

Butler Community College

Julie Kobbe, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Cheryl Hochhalter, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Andover Central High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #385, Andover, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for MA135 College Algebra, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
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6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

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- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Andover Central High School

Butler Community College

Brett Randolph, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Cheryl Hochhalter, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Andover Central High School
and
Butler Community College
*Originally dated April 2006
(Revised August 2016, August 2020)*

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #385, Andover, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for EG101 English Composition I, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
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opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

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- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Andover Central High School

Butler Community College

Adrienne Stenholm, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Cheryl Hochhalter, Principal

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.
 - *Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*
- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Augusta High School USD # 402
Augusta, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 402 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between

Augusta High School and

Butler Community College

Originally dated April, 2006

(Revised August, 2016)

**CEP classes to be offered at
Augusta High School:**

College Algebra
U.S. History 1
English Composition I
Beginning Spanish II

**Non-CEP classes to be offered at
Augusta High School:**

Nurse Aide
General Psychology
Public Speaking

Designated CEP program administrators and liaisons:

Augusta High School
Harmony Davis
Counselor
Work Phone:316.775.5461
E-mail: hdavis@usd402.com
Address:
2020 Ohio St
Augusta, KS 67010

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Augusta High School

Butler Community College

Harmony Davis,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Rick Rivera, Principal

Lori Winningham, Vice President of Academics

Date

Date

POSITION DESCRIPTION
ADJUNCT COMMUNITY COORDINATOR

Position Title:		Date:
Adjunct Community Coordinator		6/8/95
Organization Unit:	Reports to:	Rev. No & Date
High School Academic Partnerships	Director, High School	#1, 9/13
	Academic Partnerships	#2, 8/2020

I. **Narrative General Description:**

Coordinator serves as a liaison between Butler Community College, the community and the local school district. Emphasis is on promoting a positive image of Butler Community College through a responsibility for college programs on the local level. This position reports directly to the Director of High School Academic Partnerships.

II. **Functional Responsibilities:**

- A. Establish and maintain positive relations with local Unified School District to assist in determining the educational needs of the community.
 1. Coordinate with USD administrators on use of facilities
 2. Plan semester class schedules with high school and Director
- B. Promote college programs and activities.
 1. Distribute brochures, flyers and other promotional materials
 2. Administer surveys
 3. Coordinate special events, presentations and advertising
- C. Act as resource in the recruitment and orientation of teaching staff
 1. Ensure syllabi, certification and grade rosters are submitted by due date
 2. Distribute teaching and lab supplies to instructors as needed
- D. Aid in recruitment, orientation and retention of students.
 1. Distribute schedules
 2. Promote classes
 3. Disseminate enrollment information
 4. Coordinate placement testing
 5. Publicize Articulation Agreements and articulated credit opportunities.
- E. Facilitate enrollment of students and other transactions concerning BCC policies
 1. Expedite enrollment process
 2. Assist with collection of student tuition and fees as necessary.
 3. Assist students in accessing their account (user name, password, Service Desk).
 4. Encourage and support student completion and submission of articulated credit applications.



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Augusta High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #402, Augusta, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for MA135 College Algebra, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Augusta High School

Butler Community College

Jonathan Morgan, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Rick Rivera, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Augusta High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #402, Augusta, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for HS131 U.S. History 1, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Augusta High School

Butler Community College

Joan Reichardt, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Rick Rivera, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Augusta High School
and
Butler Community College
*Originally dated April 2006
(Revised August 2016, August 2020)*

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #402, Augusta, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for EG101 English Composition I, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Augusta High School

Butler Community College

Becky Timberlake, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Rick Rivera, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Augusta High School
and
Butler Community College
*Originally dated April 2006
(Revised August 2016, August 2020)*

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #402, Augusta, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for FL108 Beginning Spanish II, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
 2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
 3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
 4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
 5. Instructors will follow FERPA guidelines regarding the release of any student information.
 6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development
-

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Augusta High School

Butler Community College

Mandy Walker, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Rick Rivera, Principal

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.
 - *Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*
- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Bluestem High School USD # 205
Leon, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 205 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Bluestem High School and
Butler Community College
*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
Bluestem High School:**

English Composition I
General Biology

**Non-CEP classes to be offered at
Bluestem High School:**

Designated CEP program administrators and liaisons:

Bluestem High School
Shelby Herbel
Counselor
Work Phone: 316.742.3261
E-mail: sherbel@usd205.com
Address:
500 Bluestem Dr
Leon, KS 67074

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Bluestem High School

Butler Community College

Shelby Herbel,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Orville Brown, Principal

Lori Winningham, Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Bluestem High School
and
Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #205, Leon, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for BI110 General Biology, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
 2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
 3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
 4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
 5. Instructors will follow FERPA guidelines regarding the release of any student information.
 6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development
-

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Bluestem High School

Butler Community College

Chris Day, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Orville Brown, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Bluestem High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #205, Leon, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for EG101 English Composition I, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Bluestem High School

Butler Community College

Melissa Winter, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Orville Brown, Principal

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.

**Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Centre High School USD #397
Lost Springs, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD #397, Susan Beeson - Superintendent

By _____
Dr. Kimberly Krull, College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment between
Centre High School
and
Butler Community College
*Originally dated April, 2006
(Revised August 2016)*

CEP classes to be offered at
Centre High School:

Non-CEP classes to be offered at
Centre High School
English Composition 1 & 2, EG101 & EG102, BL,
R Rodriguez
College Algebra, MA135,
G Stuchlik or L Sawyer BL
Applied Statistics, MA210 IDL,
G Stuchlik
General Psychology, BS160 IDL,
G Francis
US History 1 &/or 2, HS131 & 132, D Carter
Public Speaking, SP100 IDL, KHaun

Designated CEP program administrators and liaisons:

CENTRE HIGH SCHOOL
Max Venable, Counselor

Work Phone: 785-983-4321
E-mail: mvenable@usd397.com
Work Address:
2364 310th St.
Lost Springs, KS 66859

BUTLER COMMUNITY COLLEGE
Loni M.M. Jensen, Director of High School
Academic Partnerships

Work Phone: 316.322.3254
E-mail: ljensen3@butlercc.edu
Work Address:
901 S. Haverhill Road
El Dorado, KS 67042

ACKNOWLEDGEMENT:

Centre High School

Butler Community College

Max Venable, Counselor

Loni M.M. Jensen, Director of
High School Academic Partnerships

Date

Date

Trevor Siebert, Principal

Lori Winningham, Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.
 - *Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*
- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Chase County Jr./Sr. High School, USD #284
Cottonwood Falls, Kansas

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD #284 Glenna Grinstead - Superintendent

By _____
Dr. Kimberly Krull - College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment between
Chase County Jr/Sr High School
and
Butler Community College
*Originally dated April, 2006
(Revised August 2016)*

CEP classes to be offered at
Chase County High School:
N/A

Non-CEP classes to be offered at
Chase County High School:
EG101, English Composition 1, Fall,
K. Studer
EG102, English Composition 2, Spring,
K. Studer
BS160, General Psychology, Fall or Spring,
G. Francis
MA135, College Algebra, Spring, L. Sawyer
HS131 or HS132, US History 1 or 2, D Carter
SP100, Public Speaking, TBA

Designated CEP program administrators and liaisons:

Chase County Jr/Sr HIGH SCHOOL
Stacia Barrett, Registrar

Work Phone: 620-273-6354
E-mail: barretts@usd248.org
Work Address:
600 Main St, PO Box 400
Cottonwood Falls, KS 66845

BUTLER COMMUNITY COLLEGE
Loni M.M. Jensen, Director of High School
Academic Partnerships

Work Phone: 316.322.3254
E-mail: ljensen3@butlercc.edu
Work Address:
901 S. Haverhill Road
El Dorado, KS 67042

ACKNOWLEDGEMENT:

Chase County High School

Stacia Barrett, Registrar

Butler Community College

Loni M.M. Jensen, Director of
High School Academic Partnerships

Date

Date

Alberto Carrillo, Principal

Lori Winningham, Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.
 - *Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*
- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
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- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

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- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Circle High School USD # 375
Towanda, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 375 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Circle High School and
Butler Community College
*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
Circle High School:**

**Non-CEP classes to be offered at
Circle High School:**

- English Composition I
- Sociology
- College Algebra
- General Psychology
- Public Speaking

Designated CEP program administrators and liaisons:

Circle High School
Brahna Crawford
Counselor
Work Phone: 316.536.2277
E-mail: bcrawford@usd375.org
Address:
PO Box 159
Towanda, KS 67144

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone: 316-322-3254
E-mail: ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Circle High School

Butler Community College

Brahna Crawford,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Matthew Carroll, Principal

Lori Winningham, Vice President of Academics

Date

Date

POSITION DESCRIPTION
ADJUNCT COMMUNITY COORDINATOR

Position Title:		Date:
Adjunct Community Coordinator		6/8/95
Organization Unit:	Reports to:	Rev. No & Date
High School Academic Partnerships	Director, High School	#1, 9/13
	Academic Partnerships	#2, 8/2020

I. **Narrative General Description:**

Coordinator serves as a liaison between Butler Community College, the community and the local school district. Emphasis is on promoting a positive image of Butler Community College through a responsibility for college programs on the local level. This position reports directly to the Director of High School Academic Partnerships.

II. **Functional Responsibilities:**

- A. Establish and maintain positive relations with local Unified School District to assist in determining the educational needs of the community.
 1. Coordinate with USD administrators on use of facilities
 2. Plan semester class schedules with high school and Director
- B. Promote college programs and activities.
 1. Distribute brochures, flyers and other promotional materials
 2. Administer surveys
 3. Coordinate special events, presentations and advertising
- C. Act as resource in the recruitment and orientation of teaching staff
 1. Ensure syllabi, certification and grade rosters are submitted by due date
 2. Distribute teaching and lab supplies to instructors as needed
- D. Aid in recruitment, orientation and retention of students.
 1. Distribute schedules
 2. Promote classes
 3. Disseminate enrollment information
 4. Coordinate placement testing
 5. Publicize Articulation Agreements and articulated credit opportunities.
- E. Facilitate enrollment of students and other transactions concerning BCC policies
 1. Expedite enrollment process
 2. Assist with collection of student tuition and fees as necessary.
 3. Assist students in accessing their account (user name, password, Service Desk).
 4. Encourage and support student completion and submission of articulated credit applications.



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.
 - *Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*
- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Council Grove High School, USD #417
Council Grove, Kansas

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD #417 Aron Dody - Superintendent

By _____
Dr. Kimberly Krull - College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Council Grove High School
and

Butler Community College

Originally dated April, 2006

(Revised August, 2016)

**CEP classes to be offered at
Council Grove High School:**

**Non-CEP classes to be offered at
Council Grove High School:**

- EG101, English Composition 1, 1st & 2nd Tri
Rena Rodriguez, Instructor
- EG102 English Composition 2, 2nd & 3rd Tri
Rena Rodriguez, Instructor
- MA135, College Algebra, 1st & 3rd Tri
Tim Thompson, Instructor
- BS160, Psychology, 1st & 2nd Tri
Kaitlyn J Connor, Instructor
- AH122, Certified Nurse Aide
Kimberly James, Instructor
- SP100, Public Speaking
Katy Haun, Instructor

Designated CEP program administrators and liaisons:

COUNCIL GROVE HIGH SCHOOL
Jill Day, Counselor
Work Phone: 620-767-5149

E-mail: jday@cgrove417.org
Address:
129 Hockaday.
Council Grove, KS 66846

BUTLER COMMUNITY COLLEGE
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:l Jensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Council Grove High School

Butler Community College

Jill Day, Counselor

Loni Jensen, Director
High School Academic Partnerships

Date

Date

Kelly McDiffett, Principal

Lori Winningham, Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.

**Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Douglass High School USD # 396
Douglass, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 396 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between

Douglass High School and

Butler Community College

Originally dated April, 2006

(Revised August, 2016)

**CEP classes to be offered at
Douglass High School:**

Intermediate Algebra
College Algebra

**Non-CEP classes to be offered at
Douglass High School:**

Designated CEP program administrators and liaisons:

Douglass High School
Dana Houser
Counselor
Work Phone: 316.747.3310
E-mail: dhouser@usd396.net
Address:
PO Box 158
Douglass, KS 67039

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail: ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Douglass High School

Butler Community College

Dana Houser,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Scott Dunham, Principal

Lori Winningham, Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Douglass High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #396, Douglass, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for MA125 Intermediate Algebra and MA135 College Algebra, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Douglass High School

Butler Community College

Rodney Wasson, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Scott Dunham, Principal

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
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- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
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- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.

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- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

El Dorado High School USD # 490
El Dorado, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 490 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
El Dorado High School and
Butler Community College
*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
El Dorado High School:**

English Composition I
College Algebra
Calculus I w/Analytic Geo

**Non-CEP classes to be offered at
El Dorado High School:**

Public Speaking
General Psychology
U.S. History I

Designated CEP program administrators and liaisons:

El DoradoHigh School
Julia Balderas
Counselor
Work Phone: 316.322.4810
E-mail: jbalderas@eldoradoschool.org
Address:
401 McCollum Rd
El Dorado, KS 67042

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

El Dorado High School

Butler Community College

Julia Balderas,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Bruce Lolling, Principal

Lori Winningham, Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 El Dorado High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #490, El Dorado, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for EG 101 English Composition, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

El Dorado High School

Butler Community College

Roger Briggs, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Bruce Lolling, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
El Dorado High School
and
Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #490, El Dorado, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for MA135 College Algebra and MA151 Calculus I w/Analytic Geo, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

El Dorado High School

Butler Community College

David Herrs, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Bruce Lolling, Principal

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.
 - *Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*
- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Eureka High School USD # 389
Eureka, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 389 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Eureka High School and
Butler Community College
*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
Eureka High School:**

English Composition I
Beginning Spanish II
Music Appreciation

**Non-CEP classes to be offered at
Eureka High School:**

Designated CEP program administrators and liaisons:

Eureka High School
Anna Noble
Counselor
Work Phone: 620.583.7428
E-mail: annoble@eurekasud389.net
Address:
815 N Jefferson
Eureka, KS 67045

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Eureka High School

Butler Community College

Anna Noble,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Sean Spoons, Principal

Lori Winningham, Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Eureka High School
and
Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #389, Eureka, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for MU100 Music Appreciation, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Eureka High School

Butler Community College

Steven Knapp, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Sean Spoons, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Eureka High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #389, Eureka, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for FL108 Beginning Spanish II, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Eureka High School

Butler Community College

Calisa Marlar, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Sean Spoons, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Eureka High School
 and
 Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #389, Eureka, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for EG101 English Composition I, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Eureka High School

Butler Community College

Jason Nichols, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Sean Spoons, Principal

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.

**Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Maize High School USD # 266
Maize, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 266 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between

Maize High School and
Butler Community College

*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
Maize High School:**

Principles of Early Childhood Education I

**Non-CEP classes to be offered at
Maize High School:**

Designated CEP program administrators and liaisons:

Maize High School
Lindsay King
Coordinator, Maize Career Academy
Work Phone:316.350.2122
E-mail: bmanning@usd266.com
Address:
11600 W 45th St N
Maize, KS 67101

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Maize High School

Butler Community College

Lindsay King, Coordinator
Maize Career Academy

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Chris Botts, Principal

Lori Winningham, Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Maize High School
and
Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020)

CEP Instructor Agreement
Fall 2020

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #266, Maize, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for CD122 Principles of Early Childhood, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Maize High School

Butler Community College

Megan Sauer, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Lindsay King
Maize Career Academy Coordinator

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.

**Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Marion High School USD #408
Marion, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD #408 Aaron Homburg - Superintendent

By _____
Dr. Kimberly Krull - College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment between
 Marion High School
 and
 Butler Community College
Originally dated April, 2006
(Revised August 2016)

CEP classes to be offered at
 Marion High School:

Fall 2020:
 College Algebra, MA 135, G. Stuchlik
 English Composition 1, EG101, C. Rome
 US History 1, HS131, G. Thierolf

Year Long:
 Calculus w/ Analytic Geometry, MA151
 G. Stuchlik

Spring 2020:
 Applied Statistics, MA210, G. Stuchlik
 English Composition 2, EG102, C. Rome
 US History 2, HS132, G. Thierolf

Designated CEP program administrators and liaisons:

MARION HIGH SCHOOL
 Danielle Medina, Counselor

Work Phone: 620-382-2168
 E-mail: medindan@usd408.com
 Work Address:
 701 E. Main
 Marion, KS 66861

ACKNOWLEDGEMENT:
Marion High School

 Danielle Medina, Counselor

 Date

 Donald Raymer Principal

 Date

Non-CEP classes to be offered at
 Marion High School

Fall & Spring 2020-2021:
 Public Speaking, SP100, C. Stout
 General Psychology, BS160, G. Francis

Certified Nurse Aide, AH122, K James
 Certified Medication Aide, AH120, K James

BUTLER COMMUNITY COLLEGE
 Loni M.M. Jensen
 Director of High School Academic Partnerships
 Work Phone: 316.233.3254
 Email: ljensen3@butlercc.edu
 Work Address:
 901 S. Haverhill Road
 El Dorado, KS 67042

Butler Community College

 Loni M.M. Jensen, Director of
 High School Academic Partnerships

 Date

 Lori Winingham, Vice President of Academics

 Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Marion High School
 and
 Butler Community College
Originally dated April, 2006
(Revised August 2016)

CEP Instructor Agreement
 Judson Grant Thierolf
Fall 2020 & Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #408, Marion, Kansas, hereinafter referred to as "the district", party of the second part:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies for US History 1 & 2, HS 131 & HS132, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students at the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs

offered by the Office of Faculty Development (Super Saturdays, Connection meetings, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Marion High School

Butler Community College

J. Grant Thierolf, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Donald Raymer, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Marion High School
and
Butler Community College
Originally dated April, 2006
(Revised August 2016)

CEP Instructor Agreement
Christopher Rome
Fall 2020 & Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #408, Marion, Kansas, hereinafter referred to as "the district", party of the second part:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies for English Composition 1 & 2 EG101 & 102, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students at the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
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Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Marion High School

Butler Community College

Christopher Rome, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Donald Raymer, Principal

Lori Winningham
Vice President of Academics

Date

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
 Concurrent Enrollment Partnership (CEP) between
 Marion High School
 and
 Butler Community College
Originally dated April, 2006
(Revised August 2016)

CEP Instructor Agreement
 Gary Stuchlik
 Fall 2020 & Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #408, Marion, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies for College Algebra MA135, Applied Statistics MA210, and Calculus with Analytical Geometry MA151, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students at the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
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IN WITNESS WHEREOF, the parties hereto have set their hands:

Marion High School

Butler Community College

Gary Stuchlik, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Donald Raymer, Principal

Lori Winningham
Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

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- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
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- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

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- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.
 - *Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*
- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
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Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
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Accountability/Assessment Standards

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Peabody Burns HS, USD #397
Peabody, Kansas

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD #397 Ron Traxson- Superintendent

By _____
Dr Kimberly Krull, College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment between
PEABODY-BURNS High School
and
Butler Community College
*Originally dated April, 2006
(Revised August 2016)*

CEP classes to be offered at
Peabody-Burns High School:

N/A

Non-CEP classes to be offered at
Peabody-Burns High School:

EG101, English Composition 1, Fall 2020,
K. Studer
EG102, English Composition 2, Spring 2021,
K. Studer
BS160, General Psychology, Fall or Spring,
G. Francis
MA135, College Algebra, Spring 2021, L. Sawyer
SP100, Public Speaking, Fall, C Stout

Designated CEP program administrators and liaisons:

PEABODY-BURNS HIGH SCHOOL
Haley Vivone, Counselor

Work Phone: 620-398-2196
E-mail: hvivone@usd398.com
Work Address:
506 Elm St
Peabody, KS 66866

BUTLER COMMUNITY COLLEGE
Loni M.M. Jensen, Director of High School
Academic Partnerships

Work Phone: 316.233.3254
E-mail: ljensen3@butlercc.edu
Work Address:
901 S. Haverhill Road
El Dorado, KS 67042

ACKNOWLEDGEMENT:

Peabody-Burns High School

Butler Community College

Haley Vivone, Counselor

Loni M.M. Jensen, Director of
High School Academic Partnerships

Date

Date

Scott Kimble, Principal

Lori Winningham, Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

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Curriculum/Content:

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Butler CEP Faculty:

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- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Rose Hill High School USD # 394
Rose Hill, KS

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD # 394 - Superintendent

By _____
College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Rose Hill High School and
Butler Community College
*Originally dated April, 2006
(Revised August, 2016)*

**CEP classes to be offered at
Rose Hill High School:**

**Non-CEP classes to be offered at
Rose Hill High School:**

English Composition I
American Federal Government
General Psychology

Designated CEP program administrators and liaisons:

Rose Hill High School
Casey Tarrant
Counselor
Work Phone: 316.776.3360
E-mail: ctarrant@usd394.com
Address:
710 S Rose Hill Rd
Rose Hill, KS 67133

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Rose Hill High School

Butler Community College

Casey Tarrant,
Counselor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Shannon Haydock, Principal

Lori Winningham, Vice President of Academics

Date

Date



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2020)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

Curriculum/Content:

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

Butler CEP Faculty:

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission*.

**Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Rural Vista District, USD #481
White City, Kansas

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD #481 Ron Meitler - Superintendent

By _____
Dr. Kimberly Krull - College President

Date _____

Date _____



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment between
White City High School, USD 481
and
Butler Community College
*Originally dated April, 2006
(Revised August 2016)*

CEP classes to be offered at
White City, USD #481 High School:

English Comp 1, EG101, Melissa Schrader
English Comp 2, EG102. Melissa Schrader

Non-CEP classes to be offered at
USD #481

Public Speaking, SP100, K. Haun
Psychology, BS160, G Francis
College Algebra, MA135, L. Sawyer
US History 1 and/or 2, HS131, HS132, D Carter

Designated CEP program administrators and liaisons:

USD #481 White City & Hope HIGH SCHOOL
Lorri Kasten, SW & Erika Cook, Couns.

Work Phone: 785-349-2211
E-mail: lkasten@usd481.com;
ecook@usd481.com
414 E. Goodnow
White City, KS 66872

BUTLER COMMUNITY COLLEGE
Loni M.M. Jensen, Director of High School
Academic Partnerships
Work Phone: 316-322-3254
E-mail: ljensen3@butlercc.edu
Work Address:
901 S. Haverhill Road
El Dorado, KS 67042

ACKNOWLEDGEMENT:

USD#481, White City & Hope High School

Lorri Kasten, SW; Erika Cook, Couns.

Date

Joel Kahnt, Principal White City HS

Mike Teeter, Principal Hope HS

Date

Butler Community College

Loni M.M. Jensen, Director of
High School Academic Partnerships

Date

Lori Winningham, Vice President of Academics

Date



2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
White City HS, Rural Vista District #481
and
Butler Community College
*Originally dated April, 2006
(Revised August 2016)*

CEP Instructor Agreement
Melissa Schrader
Fall 2020-Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #481, White City, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies for English Composition 1, EG101 and English Composition 2, EG102 screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students at the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Super Saturdays, Connection meetings, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

White City & Hope High School, USD481 Butler Community College

Melissa Schrader, CEP Instructor

Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Joel Kahnt, Principal, WCHS USD#481

Lori Winningham
Vice President of Academics

Mike Teeter, Principal, Hope HS USD#481

Date

Date

SUPPLEMENTAL INFORMATION

Office of Research and Institutional Effectiveness

215 BOE

(316) 322.3338



Butler Community College Key Performance Indicators

KPI	Definition	Goal	CURRENT OUTCOME
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

GOAL	KBOR Mandated Baseline	OUTCOME Year 2
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%

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 9/30/2020

FISCAL YEAR 21, PERIOD 03
Operating Funds 1100, 1200, 1500

	2021				2020			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
REVENUES:								
Tuition/Fees	18,125,340	8,851,963	9,273,377	48.84%	20,243,112	9,289,787	10,953,325	45.89%
Local Sources	13,252,728	949,901	12,302,827	7.17%	14,648,337	1,089,529	13,558,808	7.44%
State Sources	15,225,128	7,831,317	7,393,811	51.44%	15,870,398	7,635,503	8,234,895	48.11%
Auxiliary Sources	17,724	9,300	8,424	52.47%	17,724	8,190	9,534	46.21%
Federal Sources	0	0	0	0.00%	0	0	0	0.00%
Other Sources	793,136	159,529	633,607	20.11%	1,042,959	194,370	848,589	18.64%
Transfers	475,463	0	475,463	0.00%	375,294	0	375,294	0.00%
TOTAL REVENUES:	47,889,519	17,802,009	30,087,510	37.17%	52,197,824	18,217,379	33,980,445	34.90%
EXPENSES:								
Instruction	15,667,206	2,422,113	13,245,093	15.46%	15,847,185	2,497,118	13,350,067	15.76%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Public Service	0	0	0	0.00%	0	0	0	0.00%
Academic Support	3,479,176	684,252	2,794,924	19.67%	3,547,042	797,607	2,749,435	22.49%
Student Services	6,261,631	1,133,087	5,128,544	18.10%	6,528,459	1,499,392	5,029,067	22.97%
Institutional Support	16,560,527	5,822,497	10,738,030	35.16%	17,803,169	5,597,881	12,205,288	31.44%
Physical Plant Operations	3,572,077	727,543	2,844,534	20.37%	3,314,924	686,870	2,628,054	20.72%
Student Financial	3,655,385	1,665,401	1,989,984	45.56%	3,710,385	1,723,181	1,987,204	46.44%
Auxiliary Enterprise	1,400	1,905	(505)	136.07%	235,000	0	235,000	0.00%
TOTAL EXPENSES:	49,197,402	12,456,798	36,740,604	25.32%	50,986,164	12,802,051	38,184,113	25.11%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	873,908	558,163	315,745	63.87%	1,468,174	553,480	914,694	37.70%
Non-Mandatory Transfers	512,273	0	512,273	0.00%	615,000	0	615,000	0.00%
TOTAL TRANSFERS:	1,386,181	558,163	828,018	40.27%	2,083,174	553,480	1,529,694	26.57%
NET INCREASE/DECREASE IN NET ASSETS	(2,694,064)	4,787,049			(871,514)	4,861,849		
Fund Balances, Beginning of year	9,069,882	9,069,882			7,135,350	7,135,350		
Fund Balances, End of Period	<u>6,375,818</u>	<u>13,856,931</u>			<u>6,263,836</u>	<u>11,997,199</u>		

Statement of Revenue, Expenditures, and Other Changes

REVENUES:

Tuition/Fees

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

Local Sources

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

State Sources

State Operating Grant and SB155 Funding

Auxiliary Sources

Dorm Rental – Fire Science students

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

Other Sources

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

Transfers

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

EXPENSES:

Instruction

General, Vocational and Adult Instruction

Other Expenditures

Parking and Agency Funds (not applicable to Operating Funds)

Academic Support

Library, Academic Administration, Curriculum Development

Student Services

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

Institutional Support

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

Physical Plant Operations

Maintenance of Buildings, Equipment, Grounds, Debt Service

Student Financial

Scholarships and Grants

Auxiliary Enterprise

Operating Support of EduCare Center

Transfers

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

THANK YOU NOTES

Dr. Krull,

A big thank you to you and Butler Community College for the clock. It has been an honor and once in a lifetime privilege to work at the college.

Sincerely,

Janece English

Dr. Krull,

Thank you so much for the scholarship. I have worked really hard with my pig and this award is very generous. I can't say thank you enough for your generosity.

Thank you,

Lyndee Martin (4H)

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
OCTOBER – NOVEMBER**

October Board Finance Committee Tour of Andover 5000 Building	Tuesday, October 13, 3:15 p.m. Grizzly Den	ALL TRUSTEES
October Board Meeting Andover 5000 Building	Tuesday, October 13, 4:30 p.m. Kanza Meeting Room	ALL TRUSTEES
November Board Finance Committee	Tuesday, November 10, 3:30 p.m. President's Conference Room	Lance Lechtenberg Shelby Smith
November Board Meeting	Tuesday, November 10, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

2020-2021 Board Meeting Dates

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

December Board Finance Committee	Tuesday, December 8, 3:30 p.m. President's Conference Room	Lance Lechtenberg Shelby Smith
December Board Meeting	Tuesday, December 8, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
January Board Finance Committee	Tuesday, January 12, 3:30 p.m. President's Conference Room	Lance Lechtenberg Shelby Smith
January Board Meeting	Tuesday, January 12, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Fall 2020 ACTIVITY CALENDAR

Spring 2021 Enrollment Begins	Mon, October 26
Cross Country @ Region VI Championships	Sat, October 31 @ 10:00 a.m.
Celebration of Freedom Parade	Sat, November 7 Downtown El Dorado
Celebration of Freedom Concert	Sun, November 8 @ 7:00 p.m. Location TBD
Instrumental Music Chamber Concert (Woodwind & Brass)	Tues, November 10 @ 7:30 p.m.
Cross Country @ NJCAA National Championships	Sat, November 14
High School Show Choir Festival Concert	Mon, November 16 @ 7:00 p.m.
Dance Showcase	Thur, November 19 @ 7:00 p.m.
Fall Semester Ends	Tues, November 24
Thanksgiving Break – College Closed/No Classes	November 25-27
Summer 2021 Enrollment Begins	Mon, November 30
Grades Due by Noon	Tues, December 1
Winter Break – College Closed	December 22 – January 3
Martin Luther King, Jr Day – College Closed	Mon, January 18
First Day of Spring Classes	Tues, January 19
E.B. White Gallery of Art Dane Jones & Erin Raux Exhibit Reception	January 29 – March 26 Thur, February 18 @ 6:00 p.m.
Music Theatre of Wichita & Wichita Symphony Orchestra with the Butler Community College Concert Choir	Sat, February 13 Sun, February 14 For more information: www.wso.org
Children’s Theatre Production TBD	Sat, February 20 @ 2:00 p.m.
Spring Break – No Classes	March 15 – 19
Fall 2021 Enrollment Begins	Mon, March 22
Institutional Development Day – No Classes	Thur, April 1
College Closed/No Classes	Fri, April 2
E.B. White Gallery of Art Annual Student Juried Exhibit Reception	April 15 – May 7 Thur, April 15 @ 6:00 p.m.
Theatre Production 4 - TBA	Thur, April 15 @ 7:30 p.m. Fri, April 16 @ 7:30 p.m. Sat, April 17 @ 2:00 & 7:30 p.m.
Instrumental Music Spring Concert	Fri, April 23 @ 7:30 p.m. Sat, April 24 @ 7:30 p.m.
Vocal Concert #4	Thur, April 29 @ 7:30 p.m. Fri, April 30 @ 7:30 p.m. Sat, May 1 @ 2:00 & 7:30 p.m.
Woodwind Chamber Recital	Mon, May 3 @ 7:30 p.m.
Brass Chamber Recital	Tues, May 4 @ 7:30 p.m.
Percussion Chamber Recital	Wed, May 5 @ 7:30 p.m.

Dance Showcase	Thur, May 6 @ 7:00 p.m.
Student Art Sale	Tues, May 11 10:00 a.m. – 4:00 p.m.
Commencement	Fri, May 14 @ 7:00 p.m.
Grades Due by Noon	Mon, May 17
Memorial Day – College Closed	Mon, May 31
Summer Semester Begins	Mon, June 7
Summer Semester Ends	Fri, July 30

ADJOURNMENT

MOTION: By _____
Chair Howell I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

MEETING ADJOURNED @ _____ **A.M.**