

**BUTLER COMMUNITY COLLEGE
 BOARD OF TRUSTEES
 REGULAR BOARD MEETING**
 4:30 p.m., Tuesday, August 10, 2021 – Dankert Board Room
 Watch Live via <http://www.butlercc.edu/bctv>

<p>3:30 p.m.</p> <p>4:30 p.m.</p>	<p>Board Finance Committee Meeting – President’s Conference Room.</p> <p>Regular Board Meeting – Dankert Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.</p> <p>Executive Session – for consultation with legal counsel which would be deemed privileged in the attorney-client relationship and to include the Board, President Kim Krull, Ray Connell, Shelley Stultz, and Dr. Tom Nevill and contractual matters of employee/employer negotiations to include the Board, President Kim Krull, Ray Connell, Alisha Ehrlich, Shelley Stultz, Kent Williams, Bill Rinkenbaugh, and Dr. Phil Speary (45 mins)</p>
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LEGAL BUDGET HEARING

- I. **Legal Budget Hearing** (Chair Lance Lechtenberg) **(4:30 p.m.)**----- 4
- II. **Adjourn Public Hearing** (Chair Lance Lechtenberg) **(4:50 p.m.)**

REGULAR BOARD MEETING

- III. **CALL TO ORDER** (4:50 p.m.)
- IV. **PLEDGE OF ALLEGIANCE** (4:50 p.m.)
- V. **APPROVAL OF AGENDA** (4:55 p.m.)
- VI. **EXECUTIVE SESSION** (4:55 p.m.)
- VII. **APPROVAL OF FY2022 LEGAL & OPERATING BUDGETS** (5:45 p.m.)---- 7
- VIII. **RECOGNITIONS** (5:55 p.m.) ----- 9

IX.	PUBLIC COMMENT (6:00 p.m.)	
	If you wish to address the Board during Public Comment, please complete this form: https://bit.ly/3b36GXj	
X.	STANDING REPORTS (6:10 p.m.)	
	A. Student Government Association Report – Kiersten Kamholz	
	B. Operational Staff Report – Lisa Bolin	
	C. Professional Employees Report – Terry Sader	
	D. Board Finance Committee Report – Doug Law, Shelby Smith	
	E. Foundation Board Report – Forrest Rhodes, Kim Krull	
	F. President’s Report – Kim Krull	
	G. Education Facilities Authority Report –Jim Howell, Doug Law, Kim Krull	
XI.	MONITORING REPORTS – NONE	
XII.	BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES	
	A. 1600 Building Renovation (Williams) (6:20 p.m.) -----	11
	B. Capital Projects and Deferred Maintenance Plan (Williams) (6:35 p.m.) -	16
XIII.	BOARD ACTION ITEMS	
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	D. Personnel (7:15 p.m.)	
	1. Acceptance of Retirement of Jami Calvert, Academic Advisor (Stultz) -----	32
	2. Acceptance of Retirement of Mary Moon, Executive Director Community Advancement (Stultz) -----	33
XIV.	CONSENT AGENDA (7:25 p.m.)	
	A. Approval of Minutes Regular Board Meeting of July 13,2021 (Krull)	
	1. Regular Board Meeting of July 13, 2020 (Krull) -----	35
	2. Special Board Meeting of July 26, 2020 (Krull) -----	73
	B. Approval of Bills and Warrants for July 2021 (Wilson) -----	77
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	D. Ratification of Agreements and Contracts	
	1. Ratification of Andover Neighborhood Revitalization Plan (Krull)-----	86
	2. Ratification of Butler Service Center Lease Agreement (H Rinkenbaugh)-----	94
XV.	SUPPLEMENTAL INFORMATION (7:30 p.m.)	
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XVI. **ADJOURNMENT (7:40 p.m.)** ----- 109

LEGAL BUDGET HEARING

Script for Legal Budget Hearing

Chair, Lance Lechtenberg:

“I declare the public hearing for the 2021-2022 Legal Budget of Butler Community College now open.”

(Chair, Lance Lechtenberg then introduces himself and the other trustees, as well as the President and the Secretary.)

Seated with me around the table are Trustees:

- Mary Martha Good
- Doug Law
- Forrest Rhodes
- Julie Winslow
- Jim Howell and
- Shelby Smith
- As well as President Kim Krull and Dean Heather Rinkenbaugh
- Other Butler Administration, Faculty, and Staff are also present with some joining by Zoom.

Chair, Lance Lechtenberg:

“At this time we are meeting to hear public comments on the 2021-2022 Legal Budget for Butler Community College.

To briefly explain the budget process, several months ago we began with individual recommendations from department heads, which were reviewed by our budget officers and our administration. In conjunction with parameters set by the Board of Trustees, the Administration developed a preliminary budget that was presented to the Board of Trustees. Several updates were provided and discussed.

In a Special Meeting held on July 26, 2021, the Board of Trustees voted to pass the Notice of Public Hearing, setting the budget at \$87,339,894. The local tax dollars to be levied are \$12,928,138. 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, August 10, 2021, in the Dankert Board Room of the Hubbard Welcome Center at Butler of El Dorado.

At this time, I will open the hearing to any public comment from individuals who are present in the room or via Zoom and who would like to speak concerning the budget. As there are several who wish to speak, we ask that you hold your comments to five minutes or less. For those of you speaking via Zoom, Heather Rinkenbaugh will manage the technology and

admit you into the Board Zoom room to speak. For those in the Dankert Board Room, please submit your Public Comment Request Cards to Heather Rinkenbaugh, and then you'll be asked to speak. For all who are offering public comment in either format, please announce your name and address before beginning your comments. Heather Rinkenbaugh will identify when you have one minute remaining so you are able to conclude your comments within the time allotted.

The Board will not participate in any discussion or take any action during the public comment portion of the meeting.

EXECUTIVE SESSION

TRUSTEE MOTION: By _____

Mister Chair I move that the Board recess into executive session for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and to include President Kim Krull, Ray Connell, Shelley Stultz, and Dr. Tom Nevill, and contractual matters of employee/employer negotiations to include the Board, President Kim Krull, Ray Connell, Alisa Ehrlich, Shelley Stultz, Kent Williams, Bill Rinkenbaugh, and Dr. Phil Speary.

The open meeting will resume in the Dankert Board Room in 45 minutes.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

ENTER EXECUTIVE SESSION @ _____ P.M.

RETURN TO OPEN SESSION @ _____ P.M.

ANY ACTION REQUIRES A MOTION, SECOND, and VOTE

TOPIC for ACTION
FY 2022 Budget Approval

REPORT:

At the July 26 special board meeting the trustees reviewed the FY2022 legal and operating budget recommendations made by the college administration.

The board approved publication of the Notice of Public Hearing with the amount of taxes to be levied of \$12,928,138 and the maximum expenditure of \$87,339,894 as shown in detail on the attachment.

RECOMMENDED ACTION:

Motion # 1:

Move that the legal budget for 2021-2022 be approved as published with the amount of taxes to be levied for the General Fund of \$12,928,138 and the total expenditure budget for all funds of \$87,339,894.

Motion # 2:

Move that the Operating Budget expenditures for 2021-2022 be approved as provided to the board of trustees in the 2021/2022 Administrative Budget Recommendation document that was presented to the board on July 26, 2021 with the amount of budgeted expenditures of \$56,197,706.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Kent Williams, Vice President of Finance

Supervisor: Kim Krull

Date: July 29, 2021

**NOTICE OF PUBLIC HEARING
2021-2022 BUDGET**

The governing body of Butler Community College, Butler County, will meet on August 10, 2021, at 4:30 pm, at the Dankert Board 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 2021 Tax to be Levied (as shown below) establish the maximum limits of the 2021-2022 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to slight change depending on final assessed valuation.

	2019-2020		2020-2021		Proposed Budget 2021-2022		
	Actual Expend. & Transfers	Actual Tax Rate*	Actual Expend. & Transfers	Actual Tax Rate*	Budgeted Expend. & Transfers	Amount of 2021 Tax to be Levied	Est. Tax Rate*
Current Funds Unrestricted							
General Fund	44,798,000	17.409	40,453,418	16.144	62,781,700	12,928,138	15.234
Postsecondary Tech Ed	11,691,509		12,908,532		15,578,598	XXXXXXXXXX	XXX
Adult Education	448,264	0.000	416,877	0.000	531,882	0	0.000
Adult Supp Education	388,404	xxx	186,893	xxx	506,075	XXXXXXXXXX	XXX
Motorcycle Driver	6,630	xxx	1,950	xxx	10,000	XXXXXXXXXX	XXX
Truck Driver Training	0	xxx	0	xxx	0	XXXXXXXXXX	XXX
Auxiliary Enterprise	5,416,145	xxx	4,250,237	xxx	6,731,639	XXXXXXXXXX	XXX
Plant Funds		xxx		xxx		XXXXXXXXXX	XXX
Capital Outlay	1,280,000	1.927	1,412,167	1.863	1,200,000	0	0.000
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	64,028,953	19.336	59,630,073	18.007	87,339,894	XXXXXXXXXX	15.234
Total Tax Levied	14,970,476		14,420,324		XXXXXXXXXX	12,928,138	
Assessed Valuation	774,228,168		800,817,691		848,646,612		
Revenue Neutral Rate							

	Outstanding Indebtedness, July 1		
	2019	2020	2021
G.O. Bonds			
Capital Outlay Bonds	3,200,000	1,285,000	645,000
Revenue Bonds			
No-Fund Warrants			
Temporary Notes			
Lease Purchase Principal	15,868,202	14,719,734	13,668,869
Total	19,068,202	16,004,734	14,313,869

* Tax Rates are expressed in mills.

 Board Chair
Signature and Title

AUGUST BOARD RECOGNITIONS

- **Critical Incident Management Team**
- **Trustee Forrest Rhodes – Birthday, August 1st**

MONITORING REPORTS

NONE

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES
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**TOPIC for DISCUSSION
1600 Building Renovation**

REPORT

During the recent budget development process, the administration conveyed to the Trustees the intent to renovate the 1600 (EduCare) Building to house the College Police Department and Criminal Justice academic program.

The Capital Project Team met on July 26 to review the progress to date on this project and identify future actions to bring about completion. The following individuals attended the meeting:

Julie Winslow, Doug Law, Kim Krull, Bill Rinkenbaugh, Tom Borrego, Lynn Umholtz, Ireland Turner, Jake Kenney, Miles Erpelding, Vince Haines, and Kent Williams.

At the August 10 board meeting representatives of the Capital Project Team will discuss the scope of the renovation, the estimated cost and sources of funds, and the Board of Trustee approval process.

The administration intends to seek board approval later in August or in September to put the project out for bids.

The following documents were prepared by Vince Haines of Gravity Works Architecture:

- Scope of Work
- Project cost estimate
- Proposed floor plan.

RECOMMENDED ACTION:

For discussion purposes at this time

RECOMMENDED FUNDING SOURCE:

N/A at this time

Submitted by: Kent Williams, Vice President of Finance

Supervisor: Dr. Kim Krull

Date: July 27, 2021

Butler Community College
1600 Building
Public Safety Renovation
July 08, 2021

Scope of Work Outline

Reception

- Install security glass and door at reception counter

Kitchen

- Replace countertop
- Remove appliances
- New flooring
- Paint
- Appliances have been removed.
- Repair roof at hood removal

Convert the four child-care classrooms on west into two training rooms

- Remove divider walls
- Remove two toilet rooms
- Remove ceiling and soffit associated with toilet rooms and wall divider
- Patch and repair walls and floors
- Paint walls
- Install new ceiling
- Install new LED lighting
- Install new flooring
- Adjust HVAC for room appropriate room circulation
- TV mount and connectivity on 2 walls

Convert two child-care classrooms on the east into a classroom and 2 offices

- Remove divider wall and infill with new wall
- Remove two toilet rooms
- Remove ceiling and soffit associated with toilet rooms and wall divider
- Patch and repair walls and floors
- Construct new office walls with door and finishes
- Paint walls
- Install new ceiling
- Install new LED lighting
- Install new flooring
- Adjust HVAC for room appropriate room circulation
- Provide electrical and data for offices

Convert two child-care classrooms on east into college classrooms

Gravity::Works Architecture
El Dorado, KS

- Remove divider wall and infill with new wall
- Remove two toilet rooms
- Remove ceiling and soffit associated with toilet rooms and wall divider
- Patch and repair walls and floors
- Paint walls
- Install new ceiling
- Install new LED lighting
- Install new flooring
- Adjust HVAC for room appropriate room circulation

Full building

- Replace Furnaces that are 25+ yrs old with new high efficiency units
- Adjust duct work and fresh air per current code compliance
- LED lighting

Exterior

- Concrete sidewalk repair at entry
- Remove playground equipment
- Grading and grass/landscaping in reclaimed playground
- Area drains at east or regrade

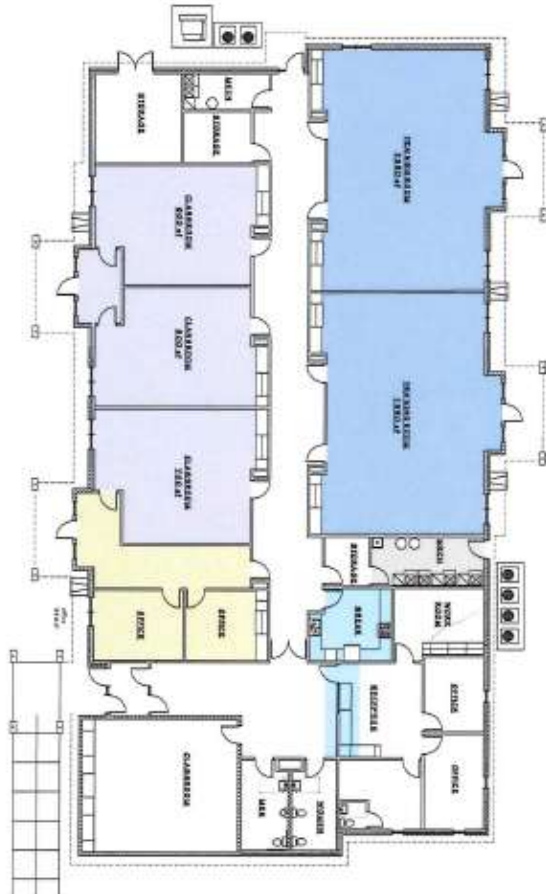
PER 07/08/21 MEETING

- Update fire alarm system to be consistent with rest of campus
- Include \$50k in Soft Cost for IT by BCC
- Address water issues on east side. Area drain or grading
- Occupancy sensor lighting controls in remodeled area and exist CR

Timeline

1. Present to board on Tuesday, July 13, 2021
2. Design and construction drawings due by Sept 1, 2021
3. Bidding by Sept 22
4. October 2021 Board approval
5. April 1 occupancy

1 PROPOSED FLOOR PLAN RENOVATION



SCOPE OF WORK

CLASSROOMS
 Provide secondary glass and steel at reception counter.
 Upgrade lighting.
 Upgrade electrical.
 Upgrade fire alarm.

LECTURE HALLS
 Provide secondary glass and steel at reception counter.
 Upgrade lighting.
 Upgrade electrical.
 Upgrade fire alarm.

CLASSROOMS
 Provide secondary glass and steel at reception counter.
 Upgrade lighting.
 Upgrade electrical.
 Upgrade fire alarm.

OFFICES
 Provide secondary glass and steel at reception counter.
 Upgrade lighting.
 Upgrade electrical.
 Upgrade fire alarm.

RECEPTION
 Provide secondary glass and steel at reception counter.
 Upgrade lighting.
 Upgrade electrical.
 Upgrade fire alarm.



<p>DATE: 08/14/2013 TIME: 10:00 AM DRAWN BY: J. W. BROWN CHECKED BY: J. W. BROWN</p>	<p>1600 BUILDING RENOVATION BUTLER COMMUNITY COLLEGE 901 S HAVERHILL RD EL DORADO, KS</p>	<p>GRAVITYWORKS ARCHITECTURE</p> <p>301 E. Main Street, 2nd Floor, El Dorado, KS 67032 Phone: (316) 221-8174 www.gravityworksarchitect.com</p>
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**Project Estimate
BCC 1600 Building Renovation
Public Safety
July 8, 2021**

HARD COSTS

Building Renovation			
Estimate Construction		\$	536,642.44
Construction Contingency	10%	\$	47,150.00
			□
 Total		\$	583,792.44

SOFT COSTS

Design and Engineering	8%	\$	46,703.40	Architectural/Structure/Mechanics/Electrical engineering (not including CM)
Civil Engineering		\$	-	
Environmental and Geotechnical services		\$	-	
Printing / Reimbursable		\$	-	
Building Permit / Plan Review		\$	-	Included in Construction
I.T.		\$	50,000.00	
Furniture, Fixtures & Equipment (FF&E)		\$	50,000.00	
Project Contingency	10%	\$	58,379.24	
Bonding and Insurance		\$	5,837.92	
Sales Tax		\$	-	
Financing Costs and Attorney Fees		\$	-	
 Total		\$	210,920.56	

TOTAL HARD AND SOFT PROJECT COSTS

Estimated Project Budget	\$	794,713.00
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TOPIC for INFORMATION
Capital Projects and Deferred Maintenance Plan

REPORT

The attached schedule prepared by Lynn Umholtz, Director of Facilities Management, provides a summary of the deferred maintenance and capital projects that will likely be brought to the board during the next several months.

The projects were mentioned several times during the recent budget develop process. At this time the administration would like to discuss the process for timely board notification and approval.

Submitted by: Kent Williams, Vice President of Finance
Supervisor: Dr. Kim Krull
Date: July 28, 2021

Projects/Deferred Maintenance and Tentative Timelines							
Project	TFI/TFA Approval to Bid	Drawing & Spec Date	Solicit for Bids Due Date	TFA Bid Approval	Project Start Date	Project End Date	Estimated Total Cost
Electric Infrastructure	7/13/2021	7/14-8/10/2021	7/27/2021	8/10/2021	9/1/2021	3/31/2022	\$862,986
1600 Bldg	8/10-9/14/2021	9/15/2021	10/22/2021	11/9/2021	12/1/2021	4/1/2022	\$795,713
ADA (100, 500, 900, 600, BOE sidewalks)	11/9/2021	12/1/2021	12/21/2021	1/11/2022	2/1/2022	6/20/2022	\$195,000
700 Bldg Roof	2/8/2022	2/9/2022	2/21/2022	3/8/2022	5/28/2022	8/10/2022	\$184,536
300 HVAC Upgrade	10/12/2021	10/13/2021	11/23/2021	12/14/2021	5/28/2022	8/10/2022	\$800,865
500 HVAC upgrade	10/12/2021	10/13/2021	1/24/2022	2/8/2022	3/1/2022	3/31/2023	\$2,237,220
						*TOTAL ESTIMATED COST	\$5,076,320
*Source of Funds: Indirect HEERF Designated Account							

BOARD ACTION ITEMS

TOPIC for ACTION Vacation Policy Revisions for Part-time Employees

REPORT:

The college provides a paid vacation benefit for full-time and part-time employees. Part-time employees working in a classified position working 20-29 hours per week earn vacation on a prorated basis. The current policy does not prorate the vacation hours in equal proportion to the full-time equivalent employee. The administration is proposing to change the accruals for part-time employees to be more equitable with the full-time accruals:

- Full Time employee = 100% accrual rate
- 20 hour employee 50% accrual rate
- 25 hour employee 62.5% accrual rate
- 28 hour employee 70% accrual rate

The recommended changes to the vacation policy are listed below. Policy language to be deleted/removed is shown with a strike through. New language is shown in bold.

Vacation

Administrative/Institutional Support Employees

New full-time Administrative/Institutional Support employees of the College shall receive 136 hours (17 days) of paid vacation per year. After two years of continuous service, employees shall receive 176 hours (22 days) of paid vacation each year. Full-time Administrative/Institutional Support employees may accumulate forty hours (5 days) vacation per year for each year of service up to a maximum of 360 hours (45 days). Years of service will follow the employee when determining leave accruals if ~~he/she~~ **they** moves from an operational staff position to an administrative/institutional support position.

When an Administrative/Institutional Support employee terminates ~~his/her~~ **their** service during a ~~contract~~ **fiscal** year, vacation for that year will be calculated on a pro-rata basis. Any unused **pro-rated** vacation for the ~~contract~~ **fiscal** year will be added to the employee's final paycheck. **If a terminating employee has used leave time before it is earned, the leave time must be paid back to the college upon termination.**

Part time administrative/institutional support employees will receive vacation based on the following schedule:

20 Hour Employees

- Less than two years of service receive ~~20~~ **68** hours per year ~~with a maximum accumulation of 30 hours~~
- **After two years of continuous service employees shall receive 88 hours per year**

- **Part-time Administrative/Institutional Support employees may accumulate twenty hours (2.5 days) vacation per year for each year of service up to a maximum of 180 hours (22.5 days)**
- ~~Two years to six years of service receive 24 hours per year with a maximum accumulation of 36 hours~~
- ~~Six years to ten years of service receive 28 hours per year with a maximum accumulation of 42 hours~~
- ~~Greater than ten years of service receive 32 hours per year with a maximum accumulation of 64 hours~~

25 Hour Employees

- ~~Less than two years of service receive 25 85 hours per year with a maximum accumulation of 37.50 hours~~
- **After two years of continuous service employees shall receive 110 hours per year**
- **Part-time Administrative/Institutional Support employees may accumulate twenty five hours (3 days) vacation per year for each year of service up to a maximum of 225 hours (28 days)**
- ~~Two years to six years of service receive 30 hours per year with a maximum accumulation of 45 hours~~
- ~~Six years to ten years of service receive 35 hours per year with a maximum accumulation of 52.50 hours~~
- ~~Greater than ten years of service receive 40 hours per year with a maximum of 80 hours~~

28 Hour Employees

- ~~Less than two years of service receive 30 96 hours per year with a maximum accumulation of 45 hours~~
- **After two years of continuous service employees shall receive 120 hours per year**
- **Part-time Administrative/Institutional Support employees may accumulate twenty eight hours (3.5 days) vacation per year for each year of service up to a maximum of 252 hours (31 days)**
- ~~Two years to six years of service receive 36 hours per year with a maximum accumulation of 54 hours~~
- ~~Six years to ten years of service receive 42 hours per year with a maximum accumulation of 63 hours~~
- ~~Greater than 10 years of service receive 48 hours per year with a maximum accumulation of 96 hours~~

Operational Staff

Full-time operational staff employees will earn vacation according to the following schedule:

- Less than two years of service earn 6.67 hours of vacation per month (totals 80 hours per year or 10 days)
- Two years to ~~six~~ **five** years of service earn 11.33 hours of vacation per month (totals 136 hours per year or 17 days)
- Six years to ten years of service earn 12.67 hours of vacation per month (totals 152 hours per year or 19 days)
- Greater than ten years of service earn 14.67 hours of vacation per month (totals 176 hours per year or 22 days)

Full-time Operational Staff employees may accumulate forty hours (5 days) vacation per year for each year of service up to a maximum of 360 hours (45 days)

~~Maximum accumulations will be in accordance with the following schedule:~~

- ~~Less than two years of service may accumulate up to a maximum of 120 hours (15 days)~~
- ~~Two years to five years of service may accumulate up to a maximum of 200 hours (25 days)~~
- ~~Six years to seven years of service may accumulate up to a maximum of 216 hours (27 days)~~
- ~~Eight years of service may accumulate up to a maximum of 240 hours (30 days)~~
- ~~Nine years to ten years of service may accumulate up to a maximum of 272 hours (34 days)~~
- ~~Greater than ten years of service may accumulate up to a maximum of 320 hours (40 days)~~

Part-time operational staff employees will earn vacation according to the following schedule:

20 Hour Operational Staff Employees:

- Less than two years of service earn ~~4.67~~ **3.34** hours of vacation per month (totals ~~20~~ **40** hours per year ~~with a maximum accumulation of 30 hours~~)
- Two years to ~~six~~ **five** years of service earn ~~2~~ **5.67** hours of vacation per month (totals ~~24~~ **68** hours per year ~~with a maximum accumulation of 36 hours~~)
- Six years to ten years of service earn ~~2.33~~ **6.34** hours of vacation per month (totals ~~28~~ **76** hours per year ~~with a maximum accumulation of 42 hours~~)
- Greater than ten years of service earn ~~2.67~~ **7.34** hours of vacation per month (totals ~~32~~ **88** hours per year ~~with a maximum accumulation of 64 hours~~)

20 hour part-time Operational Staff employees may accumulate twenty hours (2.5 days) vacation per year for each year of service up to a maximum of 180 hours (22.5 days)

25 Hour Operational Staff Employees:

- Less than two years of service earn ~~2.08~~ **4.17** hours of vacation per month (totals ~~25~~ **50** hours per year ~~with a maximum accumulation of 37.50 hours~~)
- Two years to ~~six~~ **five** years of service earn ~~2.5~~ **7.08** hours of vacation per month (totals ~~30~~ **85** hours per year ~~with a maximum accumulation of 45 hours~~)
- Six years to ten years of service earn ~~2.92~~ **7.92** hours of vacation per month (totals ~~35~~ **95** hours per year ~~with a maximum accumulation of 52.50 hours~~)
- Greater than ten years of service earn ~~3.33~~ **9.17** hours of vacation per month (totals ~~40~~ **110** hours per year ~~with a maximum accumulation of 80 hours~~)

25 hour part-time Operational Staff employees may accumulate twenty five hours (3 days) vacation per year for each year of service up to a maximum of 225 hours (28 days)

28 Hour Operational Staff Employees:

- Less than two years of service earn ~~2.5~~ **4.67** hours of vacation per month (totals ~~30~~ **56** hours per year ~~with a maximum accumulation of 45 hours~~)
- Two years to ~~six~~ **five** years of service earn ~~3~~ **7.92** hours of vacation per month (totals ~~36~~ **95** hours per year ~~with a maximum accumulation of 54 hours~~)
- Six years to ten years of service earn ~~3.5~~ **8.86** hours of vacation per month (totals ~~42~~ **106** hours per year ~~with a maximum accumulation of 63 hours~~)
- Greater than ten years of service earn ~~4~~ **10.26** hours of vacation per month (totals ~~48~~ **124** hours per year ~~with a maximum accumulation of 96 hours~~)

28 hour part-time Operational Staff employees may accumulate twenty eight hours (3.5 days) vacation per year for each year of service up to a maximum of 252 hours (31 days)

~~Any payment for earned vacation which is accumulated by an operational employee upon separation shall be computed on the basis of actual working days. (Rev. 7/13)~~
(Rev. 7/21)

RECOMMENDED ACTION:

The Administration recommends the Board support the proposed changes to the Vacation benefits for part-time employees.

RECOMMENDED FUNDING SOURCE:

Operating Budget

Submitted by: Shelley Stultz, Associate Vice President for Human Resources

Supervisor: Kim Krull, President

Date: 08/10/2021

TOPIC for ACTION
Culinary Partnership Memorandum of Understanding
between
Johnson County Community College and Butler Community College

REPORT:

The purpose of this Memorandum of Understanding (“MOU”) is to permit eligible and interested Butler Community College (“Butler”) students to take specific culinary coursework from Johnson County Community College (“JCCC”) that would qualify such students to sit for certain American Culinary Federation Education Foundation (“ACFEF”) certifications.

RECOMMENDED ACTION:

Approve the attached articulation agreement.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Peggy Krause, Curriculum and Catalog Director

Supervisor: Dr. Tom Nevill, Vice President of Academics

Date: July 28, 2021

**Culinary Partnership Memorandum of Understanding
between
Johnson County Community College and Butler Community College**

The purpose of this Memorandum of Understanding ("MOU") is to permit eligible and interested Butler Community College ("Butler") students to take specific culinary coursework from Johnson County Community College ("JCCC") that would qualify such students to sit for certain American Culinary Federation Education Foundation ("ACFEF") certifications.

1. Culinary Partnership

Through this MOU, the parties agree to cooperate ("Culinary Partnership") to enable Butler students, who meet the qualifications set out in Exhibit A, which is attached hereto and incorporated herein, ("Butler Students") to enroll in the JCCC Hospitality & Culinary Arts courses set out on Exhibit B, which is likewise attached hereto and incorporated herein ("JCCC courses").

As part of the Culinary Partnership, Butler and JCCC agree to undertake the following obligations:

Butler will:

- A. Communicate the Culinary Partnership opportunity to students who are eligible and may be interested to ensure sufficient participation.
- B. Assist students enrolled in the JCCC courses to find suitable placement with local businesses as required by the JCCC courses.
- C. Provide meeting space on the Butler campus for a JCCC coordinator to meet with students enrolling in the JCCC courses.
- D. Provide the annual ACFEF report to JCCC coordinator by due date specified.

JCCC will:

- A. Allow Butler students to enroll in the JCCC courses, subject to each Butler student's acceptance at JCCC, timely enrollment in the JCCC courses, and payment of all required fees.
- B. Provide a JCCC coordinator to travel to Butler and meet with Butler students enrolled in the JCCC courses.

Butler and JCCC will:

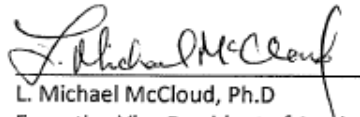
- A. Provide student support services including admissions, academic advising, library access, technical support, and other services as needed and appropriate at their respective institutions.
- B. Maintain separate academic records at each institution. The parties acknowledge that all information received, including but not limited to, student progress in a program, financial aid awards, academic records, and participation in the Culinary Partnership is protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, ("FERPA") and agree that disclosure of such information will be made only in compliance with FERPA. The parties will designate each other as a school official with a legitimate educational interest in the educational records of the Butler students enrolled in JCCC courses to the extent that access to such records is required by parties to carry out the objectives of the Culinary Partnership.

- C. Cooperate with each other, and with their common and respective students concerning the relationship between the institutions to facilitate a smooth transition from one institution to the other.
- D. Promptly communicate with each other any changes to the applicable curriculum or credit requirements that will affect this MOU. The parties acknowledge that any such changes may require renegotiation or termination of this MOU.
- E. Agree that unless otherwise identified specifically in this MOU, all Butler students who register and enroll in the courses at JCCC are subject to JCCC's policies and procedures, including the Student Financial Responsibility Statement outlined in the Student Code of Conduct.
- F. Acknowledge that once dual-enrolled, students may be eligible to receive Title IV aid through the degree granting institution, as deemed most beneficial for the student's need situation. The parties agree that if the need for a consortium agreement presents, such agreement will be executed to maintain compliance with Title IV regulations.
- G. Agree to acknowledge and recognize the Culinary Partnership through marketing and publicity methods, but shall not otherwise use the name, trade name, trademark, or any other designation of the other party, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the respective party's prior written consent in each case.
- H. The Chair of the Culinary and Hospitality program Butler and the Director of Hospitality Management at JCCC will serve as the point of contact for the administration of this MOU.


2. General Terms and Conditions

- A. The term for this MOU will be three (3) years and will commence on August 1, 2021. Following mutual, written agreement of the parties, this MOU may renew for additional terms. Either party may terminate this MOU upon six month written notice to the other party, as long as Butler students that currently enrolled in the JCCC courses will have the opportunity to complete such JCCC courses by the end of the applicable semester as determined by the JCCC Academic Calendar for such academic year.
- B. This MOU constitutes the entire MOU between the parties, and all prior discussions, MOUs and understandings, whether verbal or in writing, are hereby merged into this MOU. This MOU may be revised or modified only by written amendment when both parties agree to such amendment.
- C. Butler and JCCC agree and acknowledge that they are independent contractors, and the agents, representatives, or employees of one party shall not be considered agents, representatives, or employees of the other party. In no event shall this MOU be construed as establishing a joint venture or similar relationship between the parties hereto.
- D. It is understood by the parties that there shall be no monetary consideration paid by either party to the other.
- E. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of this MOU.
- F. If any provision of this MOU is held to be invalid or unenforceable for any reason, this MOU shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- G. Any failure of a party to enforce that party's right under any provision of this MOU shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

H. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 7-19), which is attached hereto and incorporated herein as Exhibit C.


L. Michael McCloud, Ph.D
Executive Vice President of Academic Affairs/CAO
Johnson County Community College

27 Jul 21
Date


Dr. Kimberly Krull
President
Butler Community College

7/23/21
Date

Exhibit A

Butler Students

To be eligible for the JCCC courses, Butler students must:

1. Be a current Butler student in good standing;
2. Complete and be accepted by JCCC application for admission;
3. Enroll in a minimum of one JCCC course;
4. Pay all applicable costs and fees due to both JCCC and Butler;
5. Enroll in at least one Butler culinary course.

[INSERT ADDITIONAL BCC STUDENT QUALIFICATIONS]

To register as an apprentice student must be 18 years of age or older and have a high diploma or equivalent.

Exhibit B

JCCC Courses

HMGT 281. Culinary Arts Practicum I	2 credit hours
HMGT 282. Culinary Arts Practicum II	2 credit hours
HMGT 286 Culinary Arts Practicum III	2 credit hours
HMGT 286. Culinary Arts Practicum IV	2 credit hours

Exhibit C
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 23 day of July 2021

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- 6. Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

TOPIC FOR ACTION
Electrical Infrastructure Project

REPORT:

At the July Board of Trustees meeting, Facilities Management (FM) reported information regarding the Butler of Eldorado Campus electrical infrastructure and Arc Flash Assessment upgrades.

Professional Engineering Consultants (PEC) reported the electrical distribution of buildings 200, 300, 400, 500, 600, 700, and 900 could fail under normal operating conditions and recommended an electrical upgrade to these buildings. In addition, the Arc Flash Assessment findings recommended upgrades to panels and breakers.

FM requested Gravity Works Architecture and PEC to design, engineer, and solicit bids for this project. The following are the electrical contractors and bids:

<u>Name</u>	<u>Bid</u>
Atlas Electric	\$ 794,100.00
Shelley Electric	\$ 1,405,000.00
A/H Electric	\$ 969,300.00
Bill's Electric	No bid

RECOMMENDED ACTION:

The Board of Trustees approve Atlas Electric and project bid for the cost of \$794,100.00 with a recommendation of a 5% percent contingency of \$40,000.00, engineer and design fees of \$27,792.00 bringing the total bid for the project to \$ 861,892.00.

RECOMMENDED FUNDING SOURCE:

Deferred Maintenance Designated Account

Submitted by: Lynn Umholtz
Supervisor: Kent Williams
Date: August 10, 2021

BID TABULATION ELECTRICAL EQUIPMENT REPLACEMENT - EL DORADO CAMPUS BUTLER COMMUNITY COLLEGE <small>27-Jul-12</small>				
Bidder	A&H Electric	Atlas Electric	Shelley Electric	
ADDENDA RECEIVED	1	1	1	
BASE BID	\$ 969,300.00	\$ 794,100.00	\$ 1,405,000.00	
START DATE	9/27/21	9/1/21	Oct-21	
COMPLETION DATE	7/9/22	3/31/22	Mar-22	

Gravity:Works Architecture / PEC

PERSONNEL

TOPIC for ACTION
Retirement

REPORT:

Jami Calvert, part-time Academic Advisor, has submitted her notice of resignation (retirement) effective July 31, 2021. Jami has been an employee of Butler Community College for 25 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Jami Calvert.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz
Supervisor: Dr. Kim Krull
Date: July 23, 2021

TOPIC for ACTION
Retirement

REPORT:

Mary Moon, full-time Executive Director, Community Advancement, has submitted her notice of resignation (retirement) effective August 31, 2021. Mary has been an employee of Butler Community College for 33 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Mary Moon.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz
Supervisor: Dr. Kim Krull
Date: July 23, 2021

MARY MOON

June 10, 2021

Tom Borrego
Foundation Executive Director
Butler Community College

Dear Tom,

I will be retiring from Butler Community College on August 31, 2021.

As my responsibilities have shifted and evolved during my 30+ years at Butler, a commonality of each of my roles has been the opportunity to advance the college's mission by contributing to the vitality of our communities. From my first role as Business & Industry Institute Director to my current position as Executive Director of Community Advancement, my responsibilities have involved establishing and cultivating linkages between the college and businesses, organizations, and individual members of the community in ways that mutually benefit internal and external stakeholders. One of the contributions of which I am most proud is developing Advance Kansas into a highly respected community initiative.

While early in my career I seldom worked directly with traditional students, in recent years I have enjoyed engaging with students through Foundation events such as the auction and Harold Smith Cultural Series. Helping the Foundation raise money to benefit students has made me keenly aware of the difference the college makes in the lives of students of all ages and from all walks of life.

I am grateful to have had the opportunity to work all these years in an organization whose values align with my personal values, to enjoy my work, and to know the work I do is helping to change lives for the better.

Though I have only worked with you for a brief time, I appreciate your leadership and wish you the best.

Sincerely,


Mary Moon



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., July 13, 2021 – Dankert Board Room**

Meeting Recording can be viewed at <https://youtu.be/rwZF1DsM3E4>

STAFF ATTENDANCE

Tom Borrego	Matt Jacobs
Lora Jarvis	Kim Krull
Esam Mohammad	Jessica Ohman
Bill Rinkenbaugh	Terry Sader
Kent Williams	Lori Winningham
Bill Young	Tom Nevill
Shannon Covert	Mel Whiteside
Rick Nichols	Lynn Umholtz
Ireland Turner	Mark Jarvis

BOARD ATTENDANCE

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

GUESTS

Deanna Bond (Video help)
Linda Jolly

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

Trustee Good Moved to add the executive session to the agenda. Trustee Rhodes seconded. Lora Jarvis called a roll call vote with Trustees Good, Law, Rhodes, Lechtenberg, Howell, and Smith voting in favor and Trustee Winslow voting against. The motion passed.

Trustee Smith moved to amend the agenda by moving item C1 from the Consent Agenda, Affirmation of Legal Service Provider, to Action Items. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Trustee Smith also moved to add an agenda item under Board Action Items and vote on the following statement: "The Butler Community College Board of Trustees does not

endorse critical race theory.” Trustee Winslow seconded. Trustee Rhodes said that he would not have a problem with adding the item to discussion topics, but he wasn’t prepared to act tonight. Lora Jarvis called a roll call vote with Trustees Good, Winslow and Smith voting in favor and Trustees Law, Rhodes, Lechtenberg, and Howell voting against. The motion failed.

Trustee Law moved to accept the agenda with the addition of the Executive Session and moving item C1 to Action Items. Trustee Howell seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

RECOGNITIONS

- **Shelby Varner and Naomi Galindo** – National PBL Conference

PUBLIC COMMENT – Julie Winslow addressed the Board regarding meeting recordings.

STANDING REPORTS

Professional Employees – Dr. Terry Sader told the Board that faculty were getting ready for Professional Development Days (PDD) during the second week of August where they will prepare for classes and attend workshops. Dr. Krull said that they will likely have a college-wide picnic the Monday of PDD week and celebrate the retirements from last year that went uncelebrated due to COVID.

Board Finance Committee – Trustee Law said that the same information shared in the Finance Committee meeting will be shared later in the work session.

Foundation Board Report – Trustee Rhodes did not have a report this month.

President’s Report – Dr. Krull introduced the new Vice President of Academics, Tom Nevill, to the Board.

The Kansas Promise Scholarship is now available for application with Butler having received 30 currently. Administrators have presented Kansas Promise Scholarship information to Butler County USDs and City Commissions as well as within the service area.

Butler has received the grant from Department of Corrections to offer educational services at El Dorado Correctional Facility and covers FY2022-2024. The objective of the grant is to provide the residents with skills and opportunities for gainful employment upon their release. There will be a number of grant-funded positions as part of the grant to offer additional programming at the correctional facility.

Butler received notification last week that the City of Wichita is not renewing the lease for the Boston Rec Center for the culinary classes. WSU Tech will be utilizing the space. Butler is in conversation with the Andover school district to utilize their new

Culinary classrooms for Butler classes during the next academic year. The Board will be asked to approve the agreement at the Special Board Meeting on July 26th.

Dr. Krull told the Board that this meeting would be Lora's last meeting.

She also noted that with the four retirements on the agenda tonight, there are 87 years of Butler employment experience that are leaving at the end of this month.

Educational Facilities Authority Report – Trustee Howell said they have a meeting next week and will report at the August meeting.

MONITORING REPORTS – Dean Mel Whiteside presented the annual report for the Science, Technology, Engineering, and Mathematics division.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

Butler – Because – Tom Borrego told the board that last fall, the Foundation began a project as part of broader strategic college marketing initiatives to create messaging that blends Butler "facts" with pictures and statements from Butler supporters who have a variety of connections to the College. "Butler-Because" includes messages from business owners, advisory committee members, Foundation Board members, former Trustees and students but all are Butler supporters who believe in the College's mission and value to Butler County, southcentral Kansas and statewide.

Plans are being made to share the information with individuals, businesses, and organizations throughout Butler County but the Foundation wanted the Board to be some of the first to hear about "Butler Because." (The slides of his presentation are at attached at the end of the minutes.)

Strategic Plan – Each month throughout the past year, the Board Book included updates on the strategic plan Performance Indicators. Dr. Krull discussed the annual report of the strategic plan to help give the Board an understanding of the goals accomplished, continuing or ongoing goals, as well as those where progress was not realized. Those where progress was not made were most often impacted by COVID and/or budget limitations. The following annual report was finalized through College Relations and marketing and presented to the Board:



STRATEGIC PLAN 2020-2022

MISSION

Butler Community College exists to develop responsible, involved lifelong learners and to contribute to the vitality of the communities it serves.

VISION

Butler will be the Learning College of Choice for the Region, engaging students and other stakeholders in exceptional instructional programs and services that directly relate to their needs and prepare them for success.

TIMELESS INSTITUTIONAL VALUES

Quality Integrity Caring Service

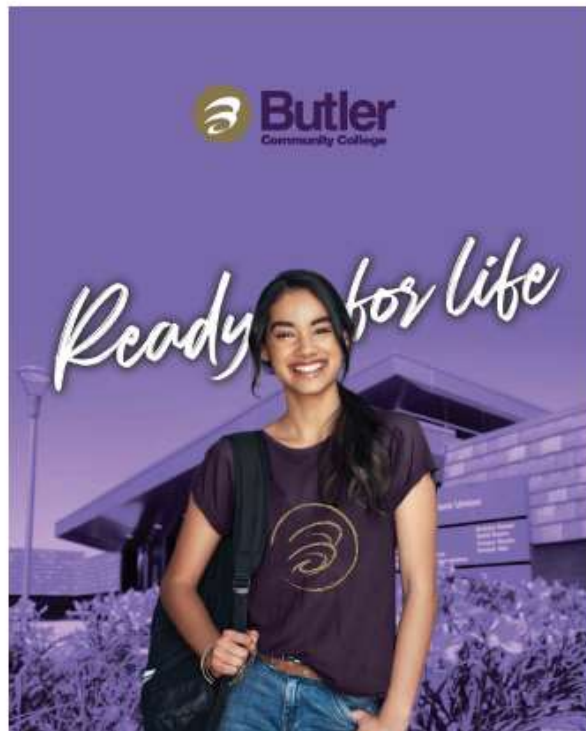
Our values reflect the way we work together to achieve our mission. Our passion and dedication to student success, changing lives, and the region we serve drive our daily work.



STRATEGIC PLAN 2020-2022

Butler's strategic plan is a blueprint to transform and empower diverse learners for career success, life-long learning, and community engagement. It provides initiatives for creating the highest quality learning environments through innovation, collaboration, financial, and strategic investments in employees, infrastructure and all phases of operations. It allows Butler to:

- Address changes in the higher education landscape regionally, statewide, and nationally;
- Design goals, priorities, and performance indicators that leverage our strengths toward greater levels of student success and community and workforce needs
- Ensure a college culture and environment where all faculty, staff and students belong, engage, and thrive
- Direct our vision, work, and resources toward a defined vision for the future.



Driving the strategic plan are four overarching goals:

- Ensure Student Success*
- Invest in Our Employees' Success*
- Contribute to Our Communities*
- Advance Institutional Effectiveness*

The status of each performance indicator and overall goal attainment is noted.

Ensure Student Success

Butler will provide responsive programs and services that meet student needs and prepare them to be engaged citizens and lifelong learners in a global society

Priority 1. Focus marketing, recruiting, and retention efforts to align with Guided Pathways' approach to academic success

1(a) Research and develop new program offerings

• 90% complete and ongoing

1(b) Continue to execute the Strategic Enrollment Plan and monitor progress

• 90% complete and ongoing

Priority 2. Utilize Program Viability Model recommendations

2(a) Evaluate updated PROVIDE report and determine next steps for program review and viability during Fall 2020

• 90% complete and ongoing

Priority 3. Incorporate appropriate tuition discounting and scholarship strategies to maximize student access and educational opportunity

3(a) Continue to research and embed new options for textbooks and OER's to reduce student costs for FY2021

• 100% complete with continued, ongoing work

3(b) Analyze and revise current scholarship format with recommendations for consideration for FY2022

• 80% complete and ongoing

3(c) Utilize Foundation scholarships for recruitment for FY2021 and FY2022

• 100% complete

**STUDENT SAVINGS
SINCE 2019 ON OER'S:**

\$1,397,500

(total savings in 2020-2021
was \$229,200)

**FOUNDATION
SCHOLARSHIP
DOLLARS AWARDED:**

\$750,000

**NUMBER OF NEW
ACADEMIC PROGRAMS
FOR FALL 2021:**

2

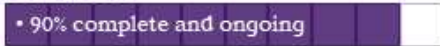
(construction technology
and diesel mechanics)

Priority 4. Invest in a college-wide technology framework to continue to support student success

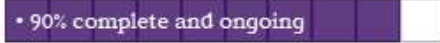
4(a) Invest in artificial intelligence tools to provide increased access to information and to augment staff in answering questions for students



4(b) Increase the usage of student lifecycle tools with further implementation of Ellucian Recruit and AVISO in FY2021



4(c) Refine the implementation Act On with Recruit to cultivate priority prospects

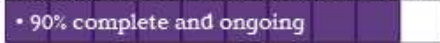


Priority 5. Proactively implement processes and guidelines related to COVID-19

5(a) Implement specific guidelines related to “return to campus” for classrooms, labs, residence halls, offices using CDC, local, and state recommended guidelines related to social distancing, personal hygiene, disinfecting, and face masks



5(b) Support additional mental health services to address escalating needs



Invest in Our Employees' Success

Butler will create a culture that engages employees and develops their full potential to influence student and community success

Priority 1. Maintain a competitive market position for compensation to attract and retain highly qualified employees

1(a) Continue to implement HR Consultant study recommendations during FY2021-22 using salary surveys and HR analytics

• 25% complete and ongoing

1(b) Continue to plan to include equity funding and salary increases in FY2022 annual budget request

• 100% complete
with request in FY2022 budget

Priority 2. Promote shared/participatory governance and enhanced communication

2(a) Review and revise committee structure and reporting processes during fall 2020

• 100% complete and ongoing

2(b) Continue "Butler Talk" and "Faculty Forums" during FY2021 and share compiled feedback (zoom formats)

• 100% complete and ongoing

2(c) Utilize "pulse" survey to identify employee satisfaction and needs

• 0% - did not complete during 2021 due to COVID

Priority 3. Support a culture of innovation, excellence and accountability through performance management and professional development

3(a) Support implementation and training of new performance management standards for both staff and faculty

• 100% complete and ongoing

3(b) Continue to implement professional development training opportunities for staff through FY2021

• 15% complete and ongoing

NUMBER OF ZOOM FORUMS FOR EMPLOYEES THIS YEAR:

36

(184 total hours)

COVID PROTOCOLS AND NUMBER OF HOURS CIMT MET SINCE MARCH 2020:

195

NUMBER OF CLASS SECTIONS MOVED TO 100% ONLINE:

2,263

NUMBER OF ARTICULATION AGREEMENTS MOVED TO ELECTRONIC REPOSITORY:

173

Priority 4. Proactively implement processes and guidelines related to COVID-19

4(a) Implement specific guidelines related to “return to campus” using CDC, local, and state recommended guidelines for social distancing, personal hygiene, disinfecting, and face masks



4(b) Develop and implement employee guidelines to request accommodations and remote work



4(c) Support additional mental health services and EAP program to address escalating needs



with request for additional staff in FY2022 utilizing HEERF funding

Contribute to Our Communities

Butler will share its resources to build a better community, region, and world.

Priority 1. Strengthen partnerships and engagement with high schools, business, industry, and civic organizations to support 21st century Drivers

1(a) Enhance internship opportunities through collaborative work between Student Services and Academics for students in FY2021



1(b) Create a strengthened presence of the college in communities through expanded community service initiatives during FY2021



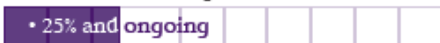
1(c) Implement an electronic repository for all articulation agreements during AY2020



1(d) Develop and provide new CEU training opportunities during AY2020



1(e) Develop strategic partnerships and degree pathways with 4-year transfer institutions that include an identified student cost for completion



BUTLER'S ECONOMIC IMPACT IN BUTLER COUNTY: \$46 MILLION
(EMSI Data, 2019)

COLLEGE-WIDE INCLUSION COUNCIL MEMBERSHIP: 60

NUMBER WHO TOOK BUTLER CLASSES THROUGH THEIR BUTLER COUNTY HIGH SCHOOL: 868
(Spring 2021)

Priority 2. Engage community members and college stakeholders through strategic communication and visioning

2(a) Initiate and engage service area stakeholders through direct communication of academic, financial, student success, and workforce information during FY2021

• 90% and ongoing

2(b) Create awareness of mill levy and tax concerns utilizing accurate data and information

• 75% complete and ongoing

Priority 3. Provide “return on investment” for student and taxpayer resources committed to the college

3(a) Research service area civic organizations and ensure Butler Community College engagement during FY2021

• 100% complete and ongoing

3(b) Continue to distribute quarterly newsletters to inform public of college commitments and successes and initiate Butler informational website to share updates and college news

• 100% complete and ongoing

3(c) Utilize EMSI research market study during FY2021

• 100% complete and ongoing

3(d) Identify and strategically align Foundation donor support for College innovations and advocacy

• 100% complete and ongoing



Advance Institutional Effectiveness

Butler will hold itself accountable to deliver on its promised value

Priority 1. Proactively address a sustainable diversity, equity, and inclusion culture

1(a) Engage students and staff in comprehensive conversations to better understand barriers and needs in FY2021

• 50% and ongoing

--	--	--	--	--	--	--

1(b) Expand direct training related to diversity, equity, and inclusion in FY2021

• 75% and ongoing

--	--	--	--	--	--	--

1(c) Strategically broaden advertising, review, and hiring processes to attract underrepresented populations

• 65% complete and ongoing

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1(d) Intentionally support the development of a specific diversity, equity and inclusion strategic plan in FY2021

• 75% and ongoing

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Priority 2. Address strategic needs through integrated planning, program review and budgeting

2(a) Adhere to annual Strategic Planning and Budgeting calendar

• 100% complete and ongoing

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2(b) Begin comprehensive preparation for FY2023 HLC visit

• 100% complete and ongoing

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2(c) Develop long-term financial plan to address deferred maintenance and continue college innovation

• 50% complete and ongoing

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Priority 3. Continue to deploy and refine business intelligence platforms

3(a) Begin implementation of Ethos Analytics during FY2021

• 0% complete

Priority 4. Secure dedicated funds for enterprise resource planning maintenance and associated operational systems

4(a) Allocate a set amount of annual dollars for strategic initiatives and needs

• 50% complete

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with request for use of HEERF funds

4(b) Review and update student fee structure during FY2021

• 100% complete

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1600 Building – Dr. Krull said that the Capital Projects team was unable to meet on July 7th as originally scheduled and has rescheduled for July 26th to discuss the future use of the 1600/EduCare Building. Opportunities exist to partner Butler’s Criminal Justice program and the Department of Public Safety in that building creating direct industry support for the curriculum, giving students “real-time” experiences, increasing agency partnerships, and providing training and educational opportunities for law enforcement agencies. An update from the July 26th meeting will be provided in August.

Electrical Infrastructure & Arc Flash Assessment Renovation – Lynn Umholtz shared that in March of 2021, as Facilities Management (FM) was completing a work order request, a lid was pulled from a concrete electrical vault indicating deteriorating conduits. This vault supplies the main power to the 500 Building. FM contacted Bill’s Electric to assess the concerns. The electrical distribution to the 500 Building was originally designed as a loop system which connects 7 buildings on campus. Repair to the 500 Building will require an upgrade to the remaining six buildings and the aged electrical infrastructure.

FM contacted Professional Engineering Consultants (PEC) and Gravity Works Architecture to assist in review the electrical distribution. It was confirmed the electric distribution to these buildings is not within current industry standards and requires replacement. PEC completed an estimation for this renovation at a cost of \$856,428.00. Bids to complete these upgrades will be solicited on July 12, 2021 with a design build method for the contract. Bids are due back to Gravity Works by July 27, 2021 and are expected to be presented to the Board at the August 10th Board meeting.

PEC also completed the Arc Flash Assessment for the other buildings in El Dorado and Andover and determined updated electrical panels, breakers, main switch, and a generator breaker will be needed. The estimated cost of the Arc Flash Assessment repairs is \$254,588.00. FM recommended scheduling the upgrades for these buildings to comply with electrical standards.

It is estimated the project will take 90 to 120 days.

BOARD ACTION ITEMS

Resolution for Refinancing 2013 COPs – Kent Williams introduced John Haas to discuss the sale of the 2013 COPs. Three bids were received.

Trustee Good moved to approve the bid from First Bankers Banc Securities Inc for the sale of \$4,345,000 principal of COPS at net interest cost of .8034%. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Trustee Rhodes moved to adopt Resolution 21-9: A resolution authorizing Butler County Community College to enter into a lease transaction, the proceeds of which will be used to pay the costs of refinancing certain building improvements on the college campus in El Dorado, Kansas; and approving the execution of certain documents in connection

therewith. Trustee Good seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

RESOLUTION NO. 21-9

A RESOLUTION AUTHORIZING BUTLER COUNTY COMMUNITY COLLEGE, TO ENTER INTO A LEASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFINANCING CERTAIN BUILDING AND EQUIPMENT IMPROVEMENTS ON THE COLLEGE CAMPUS IN BUTLER COUNTY, KANSAS AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the constitution and statutes of the State of Kansas, particularly K.S.A. 71-201 and K.S.A. 10-1116c, Butler County Community College, Butler County, Kansas (the “College”) is empowered to enter into certain leases and lease purchase agreements for the lease and/or acquisition of property; and

WHEREAS, the College has immediate need to refinance certain student housing improvements (the “2013 Improvements”) and various energy conservation equipment improvements to the College buildings, including heating and cooling improvements, lighting retrofit improvements and plumbing improvements (the “2013B improvements” and, with the 2013 Improvements, jointly the “Improvements”) on the College campus in Butler County, Kansas, which further its educational and public purposes, but does not have sufficient moneys on hand legally available to refinance the Improvements for its use; and

WHEREAS, the governing body of the College has heretofore adopted a Resolution on June 8, 2021 (the “Sale Resolution”) authorizing the College to offer at competitive sale approximately \$4,525,000* Refunding Certificates of Participation, Series 2021 (the “Series 2021 Certificates”); and

WHEREAS, the governing body of the College now finds and determines that it is advisable to enter into a financing arrangement involving a Lease Agreement and the issuance and delivery of the Series 2021 Certificates; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the College to take the following actions:

1. Enter into a First Supplemental Site Lease (the “First Supplemental Site Lease”), which amends and supplements a Site Lease, dated as of June 1, 2013 (the “Original Site Lease,” and, with the First Supplemental Site Lease, the “Site Lease”), with the College, as lessor, and Security Bank of Kansas City, Kansas City, Kansas (the “Trustee”), as lessee and successor in interest to UMB n.a., pursuant to which the College will lease the Real Property (defined therein) to the Trustee on the terms and conditions set forth therein, a form of which has been submitted to the governing body for review;

2. Enter into a First Supplemental Lease Agreement (the “First Supplemental Lease”), which amends and supplements a Lease Agreement, dated as of June 1, 2013 (the “Original Lease,” and, with the First Supplemental Lease, the “Lease”), with the Trustee, pursuant to which the College will lease the Project (as defined in the Lease) from the Trustee, a form of which has been submitted to the governing body for review;

3. Approve a Declaration of Trust, dated as of August 3, 2021 (the “Declaration of Trust”), by the Trustee, pursuant to which the Series 2021 Certificates will be executed and delivered, a form of which has been submitted to the governing body for review;

4. Approve an Official Statement respecting the Series 2021 Certificates, to be in substantially the same form as the Preliminary Official Statement respecting the Series 2021 Certificates heretofore approved (the “Preliminary Official Statement,” and together, the “Official Statement”); and

5. Authorize a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) pursuant to which the College agrees to provide certain financial and other information with respect to the Series 2021 Certificates.

The First Supplemental Site Lease, the First Supplemental Lease and the Continuing Disclosure Undertaking are referred to together herein as the “College Documents.”

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF BUTLER COUNTY COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. Authorization and Approval of College Documents and Declaration of Trust.

(a) The College Documents and the Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Chairman, the Chairman’s execution of the College Documents to be conclusive evidence of such approval.

(b) The obligation of the College to pay Basic Rent Payments (as defined in the Lease) under the Lease shall constitute a current expense of the College and shall not in any way be construed to be an indebtedness or liability of the College in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the College, and all provisions of the Lease shall be construed so as to give effect to such intent.

(c) The Chairman, or the Vice Chairman, in the Chairman’s absence, is hereby authorized and directed to execute and deliver the College Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the College. The Secretary is hereby authorized to affix the College’s seal to the College Documents and attest said seal.

Section 2. Approval of Official Statement. The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as shall be approved by the officer of the College executing the final Official Statement, said officer’s execution thereof to be conclusive evidence of said officer’s approval thereof, and the public distribution of the final Official Statement by the purchaser of the Series 2021 Certificates are in all respects hereby authorized and approved. The Chairman, or the Vice Chairman, in the Chairman’s absence, is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the College.

For the purpose of enabling the original purchaser of the Series 2021 Certificates (the “Underwriter”) to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the College hereby deems the information regarding the College contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the College are hereby authorized, if requested, to

provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 3. Further Authority. The College shall, and the officials and agents of the College are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the College with respect to the College Documents, the other documents authorized or approved hereby and the Project. Without limiting the foregoing, the Chairman, or the Vice Chairman, in the Chairman's absence, is hereby authorized, if required, to execute any certificate or agreement to allow the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Mandatory Provisions. Pursuant to K.S.A. 71-201c, the College shall omit from the College Documents the mandatory contract provisions of DA-146a.

Section 5. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Retirement of Randy Bush – Randy Bush is the full-time International Academic Advisor and submitted his notice of resignation (retirement) effective July 31, 2021. Randy has been a full-time employee of Butler Community College for 20 years. Trustee Good moved to accept Randy's retirement. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Retirement of Kim Karr – Kim Karr is a full-time chemistry instructor and submitted her notice of resignation (retirement) effective July 31, 2021. Kim has been a full-time employee of Butler Community College for 24 years. Trustee Winslow moved to accept Kim's retirement. Trustee Good seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Retirement of Teresa Long – Teresa Long is a full-time Administrative Assistant and submitted her notice of resignation (retirement) effective July 31, 2021. Teresa has been a full-time employee of Butler Community College for 18 years. Trustee Law moved to accept Teresa's retirement. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Retirement of Gary Royse – Gary Royse is a full-time Academic Advisor and submitted his notice of resignation (retirement) effective July 31, 2021. Gary has been a full-time employee of Butler Community College for 25 years. Trustee Rhodes moved to accept Gary's retirement. Trustee Winslow seconded. Lora Jarvis called a roll call vote with only Trustee Good voting against. The motion passed.

Affirmation of Legal Service Provider – Connell and Connell law firm has a long-standing relationship with the College as the designated legal firm. The administration has been well pleased with the service and advise received. Trustee Law moved to approve the firm of Connell and Connell as the designated legal counsel for the college. Trustee Howell seconded. Lora Jarvis called a roll call vote with Trustees Good, Law, Rhodes, Lechtenberg and Howell voting in favor and Trustees Winslow and Smith voting against. The motion passed.

CONSENT AGENDA

Trustee Law moved to approve the Consent Agenda as presented. Trustee Smith seconded. Lora Jarvis called a roll call vote and the motion passed unanimously. Items included in the consent agenda include:

- Minutes of the Regular Board Meeting of June 8, 2021
- Minutes of the Special Board Meeting of June 28, 2021
- Approval of Bills and Warrants for June 2021 in the amount of \$4,843,943.38 (includes Expenditure Approval List - \$2,799,680.13 and Payroll of \$2,044,263.25)
- Affirmation of Designated Newspaper for 2021-2022
- Approval of Designated Bank Accounts for 2021-2022
- Approval of Microsoft TEAMS Suite in the amount of \$541,829.24
- Ratification of Wesley Medical Center Clinical Affiliation Agreement
- Ratification of Project Search MOU
- Ratification of Advanced Practice Registered Nurse Agreement
- Ratification of Nurse/Collaborating Physician Practice Agreement
- Local Area IV Workshop Development Board Agreement
- Acceptance of Resignation of Sarah Flora, Nursing Instructor
- Approval of Dr. Randolph Whitely as full-time Biology Instructor at a salary of \$46,210 plus full benefits
- Approval of Dr. Anne Gillis as full-time Physics/Physical Science Instructor at a salary of \$52,210 plus full benefits
- Approval of Amanda Hash as Temporary full-time English Instructor at a salary of \$22,855 plus full benefits

SUPPLEMENTAL INFROMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

Thank You Notes – Lori Llewellyn, Rolanda Gerber, El Dorado YMCA, Greg & Carol Cole, Lana Ryan, Emily Connell

Board Calendars

BOARD OF TRUSTEES CALENDAR OF ACTIVITIES JULY – AUGUST

July Board Finance Committee	Tuesday, July 13, 3:30 p.m. President’s Conference Room	Doug Law Shelby Smith
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July Board Meeting	Tuesday, July 13, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
Special Board Meeting - Notice of Public Hearing	Monday, July 26, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
August Board Finance Committee	Tuesday, August 10, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
August Board Meeting	Tuesday, August 10, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
August Work Session	Monday, August 23, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

2020-2021 Board Meeting Dates

Tuesday, July 13, 2021
 Tuesday, August 10, 2021
 Tuesday, September 14, 2021
 Tuesday, October 12, 2021
 Tuesday, November 9, 2021
 Tuesday, December 14, 2021
 Tuesday, January 11, 2022
 Tuesday, February 8, 2022
 Tuesday, March 8, 2022
 Tuesday, April 12, 2022
 Tuesday, May 10, 2022
 Tuesday, June 14, 2022
 Tuesday, July 12, 2022

<u>LOOKING AHEAD</u>		
September Board Finance Committee	Tuesday, September 14, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
September Board Meeting	Tuesday, September 14, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
September Work Session	Monday, September 27, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
October Board Finance Committee	Tuesday, October 12, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
October Board Meeting	Tuesday, October 12, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
October Work Session	Monday, October 25, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Spring 2021 ACTIVITY CALENDAR

Summer Semester Ends	Fri, July 30
New Faculty Institute	Aug 4-6
New Adjunct Orientation	Sat, Aug 14

Professional Development Days	Aug 9-13
First Day of Fall Classes	Mon, Aug 16

EXECUTIVE SESSION

Trustee Law moved that the Board recess into executive session in regards to confidential student information pursuant to the open meetings exception for matters affecting a person as a student which if discussed in open meeting might violate their right to privacy and that the Board and President Kim Krull be included. The open meeting will resume here in the Dankert Board Room in 30 minutes. Trustee Howell seconded. Lora Jarvis called a roll call vote with Trustee Winslow absent and Trustee Smith voting against. The motion passed.

The Board entered Executive Session at 6:13 p.m.

The Board returned to Open Session at 6:29 p.m.

ADJOURNMENT

Trustee Winslow moved to adjourn the meeting. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously. The regular meeting of July 13, 2021 was adjourned at 6:29 p.m.

Forrest Rhodes – Secretary



Butler.

For more information on becoming an advocate with Butler Community College Foundation or with questions, contact:

»»» *Butler Community College Foundation*
901 S. Haverhill Road, El Dorado, KS 67042


»»» By email: foundation@butlercc.edu

»»» By phone: **316.323.3731**

Because.



Butler.



Butler Foundation
granted **more**
than \$750,000
in **scholarships**
to students in
2019-2020.

Because.

Butler.

\$46,041,353

Butler's total direct economic
»» impact in Butler County ««

from college operations, employee and
student spending is \$46,041,353.

Because.

“The community college plays a large role in the growth and the future of the City of Andover. There's the economic development role of educating and training our workforce. And, there's a direct sales tax impact by having all of those students, faculty and staff on the campuses every day.

Jennifer McCausland, ICMA-CM
City Administrator
City of Andover



Butler.

1 out of every **67**

One out of every sixty-seven jobs in the
Butler Primary Market is
**supported by the activities of
Butler and its students.**


Because.

“The community college is the best return on investment that a community has for its workforce.”

Rod Blackburn
*Workforce Alliance of South-Central
Kansas - Board of Directors*




Butler.



\$8,000 / year savings


Students who attend Butler **save on average \$8,000/year** compared to 4-year institution costs.

Because.



“There are lots of economic drivers that benefit our students and families to take courses at Butler.
I really see it as a win-win.”

Brett White
Superintendent of Schools
USD 385 Andover





In FY2020,
out-of-district students
contributed **\$9.63M**
in tuition revenue.



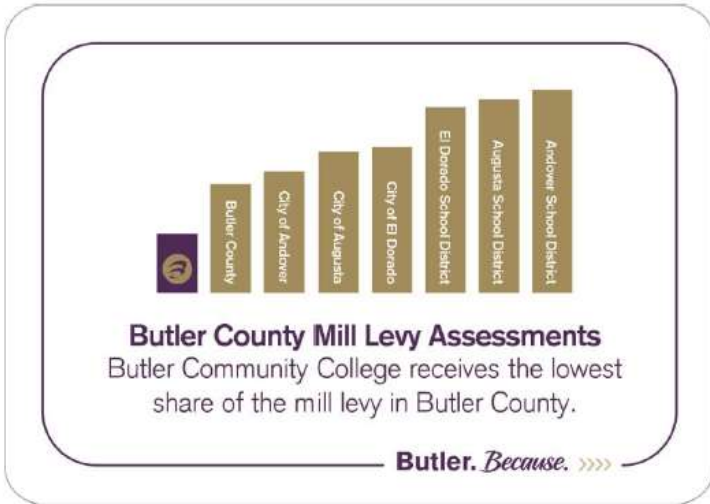
Butler. Because. >>>>

Butler.

Butler attracts out-of-district students who pay a higher tuition than in-county students – helping to reduce overhead costs and expand academic offerings for Butler County students.

>>>>> <<<<<<

Because.



From FY2018 to FY2021, Butler's mill levy has decreased by 10.3%.

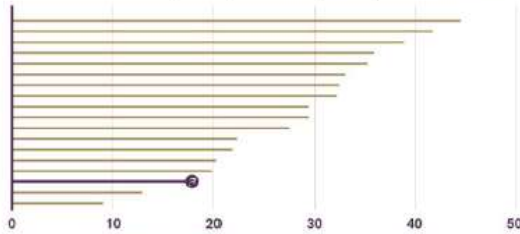
1 mill is approximately \$11.50
per \$100,000 of property value.

1 MILL REDUCTION
Saves an individual taxpayer **ONLY**
96¢/MONTH
on \$100,000 of property value.

EXAMPLE:
~~5 MILL~~ REDUCTION = APPROXIMATELY
\$4 million
loss
FOR THE COLLEGE

Butler's Mill Levy is third lowest among all community colleges in the state

Kansas Community College Mill Levy Comparison FY 2020



Graph is organized highest to lowest: Colby, Colfaxville, Platt, Seward County, Labette, Barfon County, Dodge City, Neosho County, Fort Scott, Cloud County, Kansas City Kansas, Gardoa City, Hutchinson, Cowley County, Allen County, Butler County, Highland, Johnson County.

Butler. Because. >>>>

Butler's hospitality program is a direct path to someone becoming successful in our industry. And Butler does a lot more than that. They're involved in construction, welding, and many other programs that take kids out of high school and really get them great jobs and careers.



Scott Redler
Freddy's Co-Founder



Butler.

**Butler is Kansas' only provider of
Early College Academy Pathways
for high school students,**

allowing high school juniors and seniors to
complete associate degrees and certificates
while earning their high school diploma.

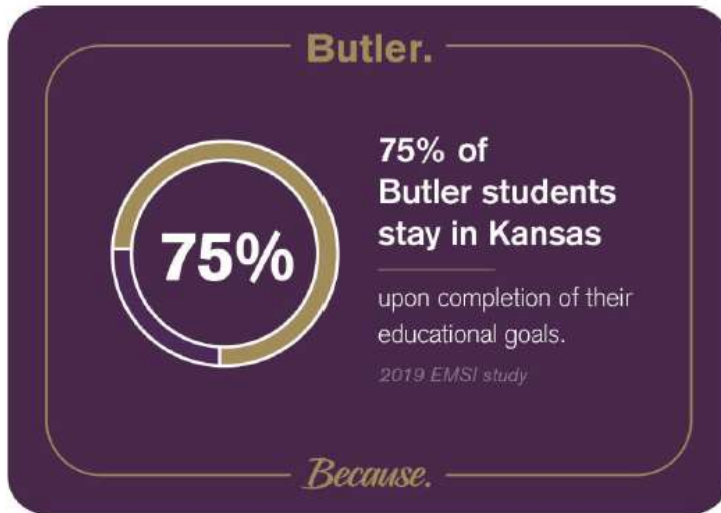
Because.

The dual credit classes are probably
the biggest value for what's offered
here. Butler Community College
faculty give these opportunities
to students.

*Anytime you invest in young people
in your community, you're going to
get a return on that investment.*

Bruce Lolling
Principal
El Dorado High School





“Butler makes a significant economic impact on the county. Its state-of-the-art technical programs provide a steady pipeline of skilled workers for high demand jobs in high demand, high wage industries.




Jackie Vietti
*President Emerita
Butler Community College*



Butler.

49% of Butler students are first generation learners,

creating opportunities to pave the way for generational higher education.



Because.



“They have nursing, welding, ag and automotive - all of these certificate programs which really are valuable, *not just for the individual, but for the community at large.*”

Candace Kunkel
Real Estate Broker/Owner, On The Move
Former Trustee, Butler Community College



Butler.

As the largest employer in the county, Butler Community College supports small local businesses.

(approximately 850 full-time and part-time faculty and staff, plus 400 part-time student workers).

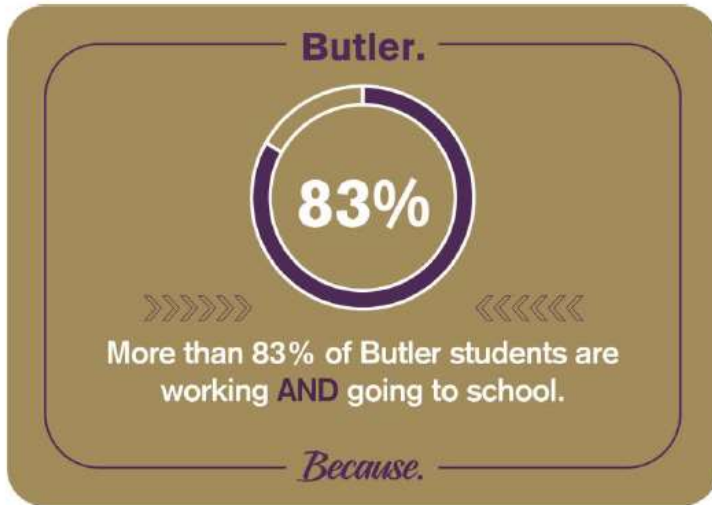
Because.



“I’ve been in this county for over 30 years. Butler has always been a very good community partner and supported local businesses.”

Becky Wolfe
President - CEO
Andover Area Chamber of Commerce





I knew early on in my career I wanted to be a Police Chief and would need a degree to accomplish this goal. Going to Butler Community College was economically great. I attended classes while working full time, paid as I went, and ultimately received my degree.

Butler was a good fit for me.

Nelson L. Mosley
 Chief of Police
 Rose Hill Police Department

Butler.

11,000+

current *Butler* students

»»» ranging in age from 15-70+ «««

Because.

“I would be a professional student if I could.
And, someday when I retire, on the first day, I’m going to join the Golden Grizzlies at the college, which is for people over 60. It’s free access to all the arts and drama and music concerts and free community college classes. All those activities are an integral part of the culture. I think it’s so neat for a community to have that right at their fingertips.



Rick Neubauer
Pastor
First Baptist Church of Augusta





Butler has an exclusive 46+ year partnership with McConnell Air Force Base,
»»» offering military personnel «««
classes on base for college credit.

Butler. Because. »»»



What we needed were people who were solid in Microsoft, solid in business analytics, and solid in cybersecurity.

I was impressed with how Butler listened to us as a small business, and on how they could alter their curriculum and develop internship programs with us.

Wayne Chambers
Chairman of the Board
High Touch Technologies





“I feel a sense of pride, and a sense of connection with the college. There are so many ways it improves our quality of life: through athletics, performing arts and galleries.”

Vince Haines
President - Principal Architect
Gravity::Works Architecture, El Dorado
Butler Alumnus




Butler.




Butler transfers more than 500 students to WSU each Fall semester.
»» More than any other institution. ««

Because.

“It’s a quality education. The instructors at Butler are credentialed and highly qualified. Mix that with a small class size and more personal attention, and you’re going to get *a high-quality education at a great price point.*”



Gregory P. Joyce, OD
Drs. Joyce & Hursh Optometry, El Dorado
Former Trustee, Butler Community College
Butler Alumnus



- >>> 17-year partnership with Emporia State University in the BEST (*Butler-Emporia Students to Teachers*) program offering 4-year teaching degrees on Butler's Andover and El Dorado campuses
- >>> BSN online degree for Butler nursing students as part of a 4-year partnership with the KU School of Nursing



I'm on several state and national boards. One of the things we talk about is diversity and recruitment. As I look at Butler, I see the diversity of the students that are out there. And I think: *We should be going there to recruit and giving them an early opportunity to look at healthcare administration.*

Leonard R. Hernandez
President & CEO
Susan B. Allen Memorial Hospital



Butler.



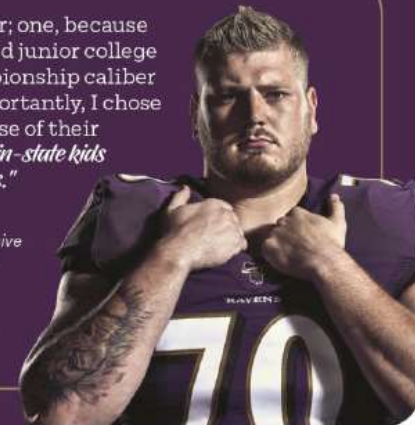
Butler has National Championships

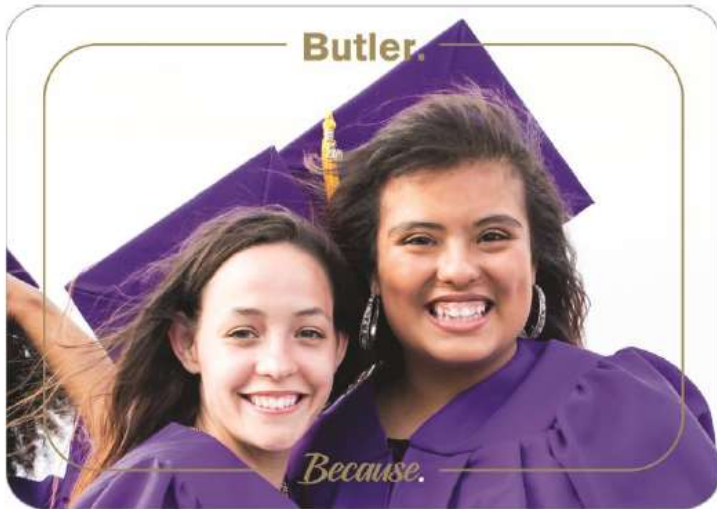
in Football, Softball, Track (*Individual & Team*), Livestock Judging and National recognition of the Fine Arts Program, Phi Theta Kappa and Phi Beta Lambda.

Because.

I chose to go to Butler; one, because they're an established junior college program with championship caliber teams. But more importantly, I chose to go to Butler because of their success in *developing in-state kids from the state of Kansas.*

Ben Powers
Current NFL Starting Offensive Lineman, Baltimore Ravens
2-Time All-American,
University of Oklahoma
Butler Community College,
Student-Athlete Alumnus





“Having an institution like Butler here is beneficial to the area, from top to bottom. It helps housing. It helps provide quality jobs. It helps those who own small business because of the influx of people to the community.”

Jeremy Sundgren
Associate Broker, Auctioneer
Sundgren Realty, El Dorado



The Sundgren Realty logo features a stylized sun icon above the text "SUNDGREN REALTY." in a bold, sans-serif font.

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING
4:30 p.m., Monday, July 26, 2021 – Dankert Board Room**

Meeting Recording can be viewed at <https://www.youtube.com/watch?v=v1crewIOr1g>

STAFF ATTENDANCE

Kim Krull	Heather Rinckenbaugh
Tom Nevill	Lori Winningham
Bill Rinckenbaugh	Kent Williams
Bill Young	Tom Borrego
Shelley Stultz	Esam Mohammad (Z)
Kelly Snedden	Jessica Ohman
Kim Sherwood	Kerry Potter
Matt Jacobs	

*(Z) denotes attendance via Zoom

BOARD ATTENDANCE

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

GUESTS – Dave Sherrer

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE**APPROVAL OF AGENDA**

Trustee Law moved to approve the agenda as presented. Trustee Rhodes seconded. Heather Rinckenbaugh called a roll call vote and the motion passed unanimously.

BOARD ACTION ITEMS

Andover USD 385 - Butler Culinary Lease – Lori Winningham presented the one-year lease agreement between Butler and Andover USD 385 for use of the culinary kitchen at the high school.

Trustee Smith asked if utilities were included in the price of the lease and Lori confirmed that the cost outlined in the lease included all costs to use the space. Trustee Winslow asked how the Boston Rec Center lease compared to the proposed lease with USD 385 and it was explained that the lease is significantly less because less space is being used and it will be a temporary location until the new culinary facility is completed.

Trustee Winslow moved to approve the Andover USD 385 – Butler Culinary Lease. Trustee Good seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously.

Notice of Public Hearing for FY2021 Legal and Operating Budgets –

A copy of the Notice of Public Hearing was mailed to the Trustees by the Accounting Office.

The public hearing is scheduled for Tuesday August 10, 2021 at 4:30 p.m. in the Ted and Barbara Dankert Board Room in the Hubbard Welcome Center.

Kent Williams presented the proposed FY22 budget, noting that the proposed budget funds for FY22 were higher than the actual expenses for FY21 due to the number of designated funds and federal funds.

The Board was asked to approve the Notice of Public Hearing which included the following information:

- Estimated mill levy rate of 16.144, which is the same at the estimated mill rate approved at last year's public hearing.
- Amount of taxes to be levied
 - General Fund: \$13,700,272
 - Capital Outlay Fund: \$0.00
 - Total: \$13,700,272

Kent Williams discussed the arrangement to publish the Notice in the Butler County Times Gazette, indicating that Kerry Potter made arrangements for the information to be published in the July 31st paper.

Trustee Law moved that the college assess a tax levy of:

- General Fund: \$12,928,138
- Capital Outlay Fund: \$0.00
 - Total: \$12,928,138

Trustee Good seconded.

Trustee Smith expressed concern the budget was based on the enrollment goal of 142,000 credit hours which the college did not achieve in FY21, but acknowledged that there could be an increase in enrollment with the launch of the Kansas Promise Scholarship.

Trustee Lechtenberg noted that reducing the amount of taxes to be levied any further in the first year after the pandemic could put the college in jeopardy next year.

Trustee Winslow noted reservations about Trustee Law's motion indicating that she would like to see less burden on the taxpayer.

Chair Lechtenberg called for a vote. Heather Rinkenbaugh called a roll call vote. Trustees Good, Law, Rhodes, Lechtenberg, Howell, Smith voted in favor. Trustee Winslow voted against. The motion passed.

ADJOURNMENT

Trustee Law moved that the board meeting be adjourned. Trustee Good seconded. The meeting of July 26, 2021 was adjourned at 4:47 p.m.

A scheduled work session followed for discussion of Butler's Strategic Plan.

**NOTICE OF PUBLIC HEARING
2021-2022 BUDGET**

The governing body of Butler Community College, Butler County, will meet on August 10, 2021, at 4:30 pm, at the Dankert Board 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 2021 Tax to be Levied (as shown below) establish the maximum limits of the 2021-2022 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to slight change depending on final assessed valuation.

	2019-2020		2020-2021		Proposed Budget 2021-2022		
	Actual Expend. & Transfers	Actual Tax Rate*	Actual Expend. & Transfers	Actual Tax Rate*	Budgeted Expend. & Transfers	Amount of 2021 Tax to be Levied	Est. Tax Rate*
Current Funds Unrestricted							
General Fund	44,798,000	17.409	40,453,418	16.144	62,781,700	12,928,138	15.234
Postsecondary Tech Ed	11,691,509		12,908,532		15,578,598	XXXXXXXXXX	XXX
Adult Education	448,264	0.000	416,877	0.000	531,882	0	0.000
Adult Supp Education	388,404	xxx	186,893	xxx	506,075	XXXXXXXXXX	XXX
Motorcycle Driver	6,630	xxx	1,950	xxx	10,000	XXXXXXXXXX	XXX
Truck Driver Training	0	xxx	0	xxx	0	XXXXXXXXXX	XXX
Auxiliary Enterprise	5,416,145	xxx	4,250,237	xxx	6,731,639	XXXXXXXXXX	XXX
Plant Funds		xxx		xxx		XXXXXXXXXX	XXX
Capital Outlay	1,280,000	1.927	1,412,167	1.863	1,200,000	0	0.000
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	64,028,953	19.336	59,630,073	18.007	87,339,894	XXXXXXXXXX	15.234
Total Tax Levied	14,970,476		14,420,324		XXXXXXXXXX	12,928,138	
Assessed Valuation	774,228,168		800,817,691		848,646,612		
Revenue Neutral Rate							

	Outstanding Indebtedness, July 1		
	2019	2020	2021
G.O. Bonds			
Capital Outlay Bonds	3,200,000	1,285,000	645,000
Revenue Bonds			
No-Fund Warrants			
Temporary Notes			
Lease Purchase Principal	15,868,202	14,719,734	13,668,869
Total	19,068,202	16,004,734	14,313,869

* Tax Rates are expressed in mills.

[Signature]
Signature and Title Board Chair

BILLS and WARRANTS

TOPIC for ACTION
Bills and Warrants

REPORT:

Bills and Warrants for July 2021 - \$4,847,508.40 (includes Expenditure Approval List - \$2,722,670.59 and Payroll - \$2,124,837.81).

RECOMMENDED ACTION:

Approval of July 2021 bills and warrants.

RECOMMENDED FUNDING SOURCE:

Submitted by:	Sariah Wilson
Supervisor:	Yolanda Hackler
Date:	July 1, 2021

RESOLUTIONS

TOPIC for ACTION
New Commerce Bank Resolutions

REPORT:

New Commerce Bank resolutions need to be approved due to the resignation of the Staff Accountant for the College. Also, due to the change to self-funding health insurance, a new Health Insurance account has been opened.

RECOMMENDED ACTION:

The administration recommends that the Board of Trustees pass the following resolutions due to the reasons noted above.

Resolution 21-10	Claims Account
Resolution 21-11	Payroll Account
Resolution 21-12	Flex Plan Account
Resolution 21-13	Wire Transfer Account
Resolution 21-14	Federal Fund and Escrow Account
Resolution 21-15	Student Loan Account
Resolution 21-16	Health Insurance Account

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Kim Sherwood
Supervisor: Kent Williams
Date: July 27, 2021



SIGNATURE CARD AND CERTIFICATE OF RESOLUTION OF CORPORATE BOARD OF DIRECTORS

Depositor / Account Holder			Business Trade Name (If applicable)		
Butler County Community College (Claims Acct)					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
677511637	Commercial Acct	08/04/2011	48-0690383	Mark Utech 19853	547

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's Deposit Agreement; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's Deposit Agreement and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Doug Law	Vice Chairperson		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forrest Rhodes	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kim Sherwood	Director of Accounting	<i>Kim Sherwood</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Kirkhart	Asst Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facsimile Specimen (if applicable)						

SECTION A - DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business	(Please Print - if applicable, mark "NA")	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges
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SIGNATURE CARD AND CERTIFICATE OF RESOLUTION OF CORPORATE BOARD OF DIRECTORS

Depositor / Account Holder			Business Trade Name (If applicable)		
Butler County Community College (Wire Transfer)					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
671179023	Commercial Acct	08/04/2011	48-0690383	Mark Utech 19853	547

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's Deposit Agreement; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's Deposit Agreement and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Doug Law	Vice- Chairperson		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forrest Rhodes	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kim Sherwood	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Kirkhart	Asst Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Facsimile Specimen (if applicable)					

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Further resolved, that, subject to the Small Business Online Banking Statement of



SIGNATURE CARD AND CERTIFICATE OF RESOLUTION OF CORPORATE BOARD OF DIRECTORS

Depositor / Account Holder		Business Trade Name (If applicable)			
Butler County Community College (Federal Funds & Escrow)					
Address		Foreign <input type="checkbox"/>		City	State
901 S Haverhill Rd				El Dorado	KS
					Zip + 4
					67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
671165643	Commercial Acct	08/04/2011	48-0690383	Mark Utech 19853	547

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Forrest Rhodes	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kim Sherwood	Director of Accounting	<i>Kim Sherwood</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Kirkhart	Asst Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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Facsimile Specimen (If applicable)						

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SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

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SIGNATURE CARD AND CERTIFICATE OF RESOLUTION OF CORPORATE BOARD OF DIRECTORS

Depositor / Account Holder		Business Trade Name (If applicable)			
Butler County Community College (Student Loan)					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
671195451	Commercial Acct	08/04/2011	48-0690383	Mark Utech 19853	547

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Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Doug Law	Vice- Chairperson		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forrest Rhodes	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kim Sherwood	Director of Accounting	<i>Kim Sherwood</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Kirkhart	Asst Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Facsimile Specimen (If applicable)					

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.



**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder			Business Trade Name (If applicable)		
Butler County Community College (Payroll Acct)					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
677511651	Commercial Acct	08/04/2011	48-0690383	Mark Utech 19853	547

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Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Doug Law	Chairperson		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forrest Rhodes	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kim Sherwood	Director of Accounting	<i>Kim Sherwood</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Kirkhart	Asst Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Facsimile Specimen (if applicable)					

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such



SIGNATURE CARD AND CERTIFICATE OF RESOLUTION OF CORPORATE BOARD OF DIRECTORS

Depositor / Account Holder		Business Trade Name (If applicable)			
Butler County Community College (Flex Plan Account)					
Address		Foreign <input type="checkbox"/>		City	State
901 S Haverhill Rd				El Dorado	Ks
					Zip + 4
					67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
622657901	Commercial Checking	8/10/2017	48-0690383	M Utech 19853	2257

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's Deposit Agreement; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's Deposit Agreement and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Doug Law	Vice- Chairperson		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forrest Rhodes	Secretary/ Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kim Sherwood	Director of Accounting	<i>Kim Sherwood</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Kirkhart	Asst Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Facsimile Specimen (If applicable)					

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking	(Please Print - If applicable, mark "MR") Kim Sherwood	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledge
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SIGNATURE CARD AND CERTIFICATE OF RESOLUTION OF CORPORATE BOARD OF DIRECTORS

Depositor / Account Holder		Business Trade Name (If applicable)			
Butler County Community College (Health Insurance)					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
620133305	Commercial Acct	07/16/2021	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's Deposit Agreement; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

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	Facsimile Specimen (If applicable)					

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Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking	(Please Print - If Applicable, Mark "New") Kim Sherwood	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledge)
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RATIFICATION OF AGREEMENTS AND CONTRACTS

TOPIC for ACTION Andover Neighborhood Revitalization Program

REPORT:

On July 27, 2021, the City of Andover adopted an Ordinance to renew the current Neighborhood Revitalization Program. The current NRP expires December 31, 2021. The NRP provides opportunities to incentivize both non-residential and residential redevelopment in "blighted" areas throughout the City, incentivize both non-residential and residential new development along identified corridors at 21st Street, Andover Road and US 54/400, and incentivize the completion of "legacy" residential developments which are defined as property that have completed at least one phase of development based on a preliminary plat prior to 2010 and with future phases remaining. In order to be eligible, real property must have a minimum increase of at least \$25,000 based on building permit value for residential property and at least \$50,000 based on building permit value for commercial/industrial. There is a maximum rebate of 5 years. Rebates granted under the plan, similar to the current NRP, will be 45% of the property tax corresponding to the increase in appraised value resulting from new residential construction and 95% of the property tax corresponding to the increase in appraised value resulting from rehabilitation/remodel/addition of a residential or non-residential structure. The current NRP maintains a rebate of 45% of the property tax corresponding to the increase in appraised value resulting from new non-residential construction. This rebate will change to 95% in the newest NRP proposal. The ordinance will expire December 31, 2024.

State Statute authorizes municipalities to adopt such plans. An Interlocal agreement must be approved by the City, Butler County, USD 385 and Butler Community College in order for projects to have those entities' mill levies included in the rebate. This Interlocal agreement also requires approval of the Attorney General. The City of Andover is asking for Butler's participation requesting the Board approve entering into this Interlocal Agreement with the City, Butler County Board of Commissioners, and USD #385. Participants in this agreement will be eligible for a tax rebate from all four taxing entities in Butler County.

RECOMMENDED ACTION:

Recommend approval of request from the City of Andover to enter into an Interlocal Agreement with the City, Butler County Board of Commissioners, and USD 385.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kim Krull
Supervisor: Board of Trustees
Date: August 10, 2021

**NEIGHBORHOOD REVITALIZATION PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement") entered into this 27th day of July, 2021, with its entry into force being upon approval by the Kansas Attorney General pursuant to K.S.A. 12-2904(g) and subsequent filing with the Butler County Register of Deeds and Secretary of State pursuant to K.S.A. 12-2905, by and between the City of Andover, Kansas, a municipal corporation (hereinafter referred to as "City"), the Board of County Commissioners of Butler County, Kansas, a political subdivision of the State of Kansas (hereinafter referred to as "Butler County"), Unified School District No. 385, Butler County, Kansas (hereinafter referred to as "U.S.D. 385"), and Butler Community College (hereinafter referred to as "BCC").

WHEREAS, pursuant to K.S.A. 12-2901 *et seq.*, as amended (herein the "Interlocal Cooperation Act"), public agencies are authorized to enter into interlocal agreements to jointly perform certain functions including economic development and all parties hereto are public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17,114 *et seq.* (the "NRP Act") authorizes municipalities to establish a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in the Act by entering into an interlocal cooperation agreement for the establishment of a neighborhood revitalization plan; and

WHEREAS, pursuant to the Interlocal Cooperation Act, this Agreement shall be submitted, pursuant to K.S.A. 12-2904, to the Attorney General of the State of Kansas for determination whether the Agreement is in proper form and compatible with the laws of the State of Kansas.

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

Section 1. The parties each have adopted or agree to adopt a neighborhood revitalization plan pursuant to K.S.A. 12-17,117 (collectively, the "Plan") in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein. Each of the parties hereby agree that their portion of any real estate taxes levied and/or collected with respect to real property eligible under the Plan may be rebated pursuant to the NRP Act and the Plan.

Section 2. The County shall administer the Plan, as adopted by each party on behalf of the signatory parties, with such responsibilities as set forth therein. Five percent (5%) of the increment, as defined in K.S.A. 12-17,115(e), shall be collected by the County and utilized to pay for administrative costs in implementing, as described in the Plan. No party hereto will acquire, hold or dispose of real or personal property in connection with the Plan.

Section 3. This Agreement and the Plan shall expire December 31, 2024. The parties agree to undertake review of the Plan commencing on August 1, 2024 to determine the advisability of continuation of the Plan and this Agreement. Any party may terminate their participation in this Agreement by providing ninety (90) days' notice in writing to the other parties. Any application for tax rebate submitted prior to the effective date of any expiration or termination, whether of the entire Agreement or Plan or a party's participation therein, shall, if approved, be considered eligible for the duration of the rebate period. In no event shall the termination or expiration of this Agreement or the Plan affect or terminate any rebates approved pursuant to the Plan prior to such termination or expiration. No party hereto shall be required to dispose of any property as a result of termination or expiration of this Agreement.

Section 4. If any provision of this Agreement shall be held to be inoperative or unenforceable as applied in any particular case or to any particular participating public agency, or in all cases because it conflicts with any other provision or any other constitution or statute, or for any other such reason, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision invalid or inoperative or unenforceable to any extent. The effect and meaning of this Agreement, the plan and the rights of all public agencies shall be governed by and construed according to the laws of the State of Kansas.

Section 5. This Agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

Section 6. Upon execution of this Agreement by all parties, the City Clerk shall cause this Agreement to be submitted to the Attorney General for approval in accordance with the Interlocal Cooperation Act. Thereafter, the City Clerk shall cause this Agreement to be recorded with the Register of Deeds of Butler County, Kansas, and filed with the Secretary of State, all in accordance with the Interlocal Cooperation Act.

*[Remainder of Page Intentionally Left Blank]
[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective appropriate representatives.

CITY OF ANDOVER, KANSAS



By  _____
Ronnie Price, Mayor

By  _____
Susan Renner, City Clerk

Date: 7/27/2021

UNIFIED SCHOOL DISTRICT NO. 385
Butler County, Kansas

[seal]

By _____
Jennifer Seymour, Board President

ATTEST:

By _____
Jamie Bohannon, Board Clerk

Date: _____

Neighborhood Revitalization Program
Intergovernmental Cooperation Agreement

BOARD OF COUNTY COMMISSIONERS
BUTLER COUNTY, KANSAS

[seal]

By _____
Jeff Masterson, Chairman

ATTEST:

By _____
Tatum Stafford, County Clerk

Date: _____

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

[seal]

By _____
Lance Lechtenberg, Board of Trustees Chair

ATTEST:

By _____
Dr. Greg Joyce, Board of Trustees Secretary

Date: _____

Neighborhood Revitalization Program
Interlocal Cooperation Agreement

The foregoing Agreement is hereby approved this _____ day of _____, 2021 in accordance with the provisions of K.S.A. 12-2901 *et seq.*, as amended.

Attorney General for the State of Kansas

Neighborhood Revitalization Program
Interlocal Cooperation Agreement

TOPIC for ACTION
Butler Service Center Lease

REPORT:

The Butler Service Center located at 2626 S. Rock Rd. in Wichita, KS leases from Granite Mountain, LLC and has extended the lease to two years at the rate of \$21,660.00 annual/\$1,805.00 monthly beginning 08/01/2021 and ending on 07/30/2023. This lease includes trash service.

RECOMMENDED ACTION:

The Board to ratify the attached contract/agreement

RECOMMENDED FUNDING SOURCE:

To be paid from Butler Service Center budget account number 1100-326-824-11-MCSWC

Submitted by: Heather Rinkenbaugh
Supervisor: Dr. Tom Nevill
Date: 7/28/2021

AGREEMENT FOR LEASE

This Lease made and entered into by and between **Granite Mountain, LLC** (herein Lessor) and **Butler County Community College** (herein Lessee).

WHEREAS, Lessor is the owner of real property (Leased Premises) located at **2626 S. Rock Road, Suite # 116-118** Wichita, Sedgwick County, Kansas 67210.

Therefore, in consideration of the rentals, covenants and mutual agreements and considerations by and between the parties hereto, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described Leased Premises upon the following terms and conditions:

1. **TITLES AND DESCRIPTIONS**

LESSOR:	Granite Mountain, LLC
LESSEE:	Butler County Community College
LEASED PREMISES:	2626 S. Rock Road, Suite# 114
SQUARE FOOTAGE:	2800
LEASE START DATE:	September 1, 2021
LEASE TERMINATION DATE:	August 30, 2023
LEASE TERM:	2 Years
MONTHLY RENTAL:	\$1850.00

All Rent is due and payable to: Granite Mountain, LLC On or before the 1st day of each new month.

The above titles and descriptions are for convenience purposes only and identify the fundamental Lease provisions. In the event of any conflict between the above provisions and any terms or conditions of the Lease, the latter shall control.

2. **TERM:** 2 Years
3. **RENT:** \$1850.00 per month

Lessor covenants and agrees that at the time this Lease is executed, Lessor has the lawful right to enter into this Lease for the full-term including options. Lessor shall, upon commencement of this Lease, surrender to Lessee possession of the Leased Premises as outlined in earlier paragraphs, fit for occupancy and use normal to the needs of Lessee, and free from all tenancies and occupancy, restrictive covenants, liens and encumbrances (except conventional mortgages), and free from any conditions which are in violation of any local, state or federal law or regulation.

7. QUIET ENJOYMENT

Lessee, upon paying the rentals and complying with the covenants and conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Leased Premises subject to only the terms of this Lease Agreement.

8. USE OF PREMISES

Lessee may use the Leased Premises for the purpose normal to the needs of the business of Lessee, always in compliance with all applicable rules, regulations, governmental mandates, zoning ordinances, land use requirements and covenants, restrictions, and easements affecting the Leased Premises.

9. ALTERATIONS

(a) Lessee may make minor alterations (under \$10,000.00 per alteration), improvements or additions to the Leased Premises, provided that the same are in accordance with Lessee's normal use of the Leased Premises with the prior written consent of Lessor, Lessee may make any major alterations (over \$10,000.00 per alteration), improvements or additions to the Leased Premises, with Lessor consent and such consent not to be unreasonably withheld. Lessor shall be required to give or decline consent within seven (7) days from receipt of notice from lessee. Failure by Lessor to either consent or decline shall be deemed consent.

(b) All alterations, additions, improvements and fixtures made to or installed upon the Leased Premises by Lessee at Lessee's expense may, at Lessee's option, be removed, provided said improvements can be removed without structural damage to the Leased premises and that any damage arising from said removal will be repaired at Lessee's expense and the Leased Premises reasonably restored to its original condition excepting ordinary wear and tear.

10. INSURANCE

10.1 Indemnification

(a) Lessee shall indemnify and hold Lessor harmless from and against any and all claims of liability for injury to or death of any personnel, or damage to any property arising from Lessee's use of the Leased Premises or the building, or from the conduct of Lessee's business, or

extended coverage endorsement, whether or not such loss or damage is due to the negligence of Lessor or Lessee, their agents, employees, guests, licensees, invitee or contractors.

10.4 Mutual Waiver of Subrogation

If possible, under current policies, each of Lessor and Lessee shall cause its insurance carrier to waive all rights of subrogation against the other party hereto to the extent of Lessor's or Lessee's undertaking set forth above in the indemnification clause and the Mutual Waiver of Claims clause thereof.

10.5 Lessor's Agreement to Insure Premises

Upon commencement of the Lease, Lessor agrees to insure the Leased Premises against all normal and conventional types of damage or destruction covered by an "all-risk" property insurance policy, during the initial term of this Lease or any extension thereof, which policies shall be in the amounts equal to replacement value of the Lease premises. Lessee will carry insurance on all contents of the leased space and the liability insurance as described in 10.2.

11. Insurance on Personal Property

Additionally, Tenant shall purchase insurance covering all of Lessee's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Lessee's business and found in, on, or about the Premises, as Lessor will provide no coverage nor assume any liability for Lessee's property no matter what the cause of the loss except in the case of negligence or willful misconduct by the Lessor or any party under the control of the lessor.

12. Condemnation

In the event of a taking by eminent domain for public or quasi-public use of all or any part of the Lease Premises, so as to render the Leased Premises unfit or unsuitable for occupancy normal to the needs of Lessee, Lessee shall have the option to terminate this lease. The date of such termination, if Lessee elects to terminate by thirty (30) days written notice to Lessor, shall be effective upon the date of the actual transfer of title or possession. Any unearned portion of rent shall be returned to Lessee and Lessee shall have no further obligation whatsoever under this Lease.

13. Liens

Lessor shall indemnify and hold harmless Lessee from the liability for any artisan's mechanic's, material men's laborer's, carrier's, warehouse keeper's, bailee's, contractor's, subcontractor's or other liens upon the Leased Premises or any part thereof, if said liens arise from or are incurred by Lessor. Lessee shall indemnify and save harmless Lessor from the liability of any such liens upon the Leased Premises or any part thereof; if such said liens arise from and are incurred by Lessee.

14. Restoration of Damaged Premises

In the event of loss, damage or destruction to any part of or all of the Lease Premises caused by any person, condition or type of casualty so as to render the Leased Premises unfit for

occupancy and uses normal to the needs of Lessee, Lessor shall at its own expense, and with all due diligence, rebuild and restore the Leased Premises. The Rent on the untenable portion of the Leased Premises, measured according to the percentage of square footage, shall abate from the date loss, damage or destruction occurred until the Leased Premises are completely restored. Should the Leased Premises be substantially destroyed or should the demolition or removal of the Leased Premises be ordered by cognizant governmental authorities, or if the Leased Premises cannot be restored within 14 days after the damage/ destruction, then this Lease shall end at Lessee's option. Any advance rent paid by Lessee shall be refunded to Lessee, and Lessee shall have no further obligation whatsoever under this Lease.

15. Default

Events of Default. The following events are referred to, collectively, as "events of default" or, individually, as "event of default".

- a. Tenant fails to pay any Rent or other monetary obligation when due, and such failure continues for 5 business days after written notice from Landlord; however, Tenant will not be entitled to more than 2 written notices for monetary defaults during any 12 month period, and if after such written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;
- b. This Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against Tenant, or is taken upon or subject to any attachment by and creditor of Tenant or claimant against Tenant and said attachment is not discharged or disposed of within 15 days after its levy;
- c. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act or any state or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes and assignment for the benefit of creditors.
- d. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.
- e. Tenant assigns or sublets Premises without consent; or
- f. Tenant breaches any of the other agreement, terms, covenants, or conditions that this Lease requires Tenant to perform and such breach continues for a period of 30 days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably with such 30 day period, if Tenant fails to diligently commence to cure such breach within 30 days after written notice from Landlord and to complete such cure within a reasonable time thereafter.

16 Remedies of Default

1. Landlord's remedies. If any one or more events of default occurs then Landlord has the right, at its election:

from any activity, work, or thing done, permitted or suffered by Lessee in or about the Leased Premises or Building, except:

- (i) Claims and liabilities occasioned in whole or in part by the negligent acts or omissions of Lessor, its agents or employees, or
- (ii) Claims and liabilities for property damage addressed in the Mutual Waiver of Claims clause hereof.

(b) Such indemnity shall include all reasonable costs, attorney's fees, and expenses incurred in the defense of any such claim or any action or proceeding brought thereon. This indemnity will be applicable to a claim only if Lessor:

- (i) Notifies Lessee of the claim or liability in writing within sixty (60) days after Lessor receives notice of the claim or liability;
- (ii) Permits Lessee to defend or settle against the claim or liability;
- (iii) Cooperates with Lessee in any defense of settlement against the claim or liability.

(c) Notwithstanding the foregoing provisions 10.1 (a) & (b) above, Lessee's indemnity obligation to Lessor as set forth in the foregoing provisions 10.1 (a) & (b) above, shall be limited to and satisfied by the proceeds actually paid under Lessee's public liability policy referred in 10.2 which is immediately follows.

10.2 Public Liability Insurance

Lessee, at Lessee's own cost and expense, will provide and keep in full force and effect during the term of this Lease, public liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering injuries to persons, including death, and loss of or damage to real and personal property. Such insurance may be provided under Lessee's blanket comprehensive liability insurance policy. During the term of the Lease, Lessor shall be named as an additional insured under such insurance to the extent of Lessee's undertaking set forth in the Indemnification Clause hereto. A certificate evidencing such insurance coverage shall be delivered to Lessor not less than twenty (20) days after the commencement date of the term of this Lease. Such certificate of insurance will provide for twenty (20) days advance notice in the event of cancellation.

10.3 Mutual Waiver of Claims

Lessor and Lessee do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning, and the other perils included in a standard fire insurance policy containing an extended coverage and special

(a) Lessee shall pay to Lessor at the address for notices below or such other place as Lessor shall designate in writing, annual rent of **See Schedule Above** ; which is payable in advance in equal monthly installments on or before the first day of each month, for the term of this lease. A late fee will be charged at the rate of \$50.00 per week which will start after on the 5th day of the month.

(a) If this Lease begins or terminates on any day other than the first day of the month, then rent will be prorated according to the actual days occupied during that month.

4. UTILITIES

(a) Lessee agrees to contract in the name of the Lessee only, and to pay, as and when due and payable, all bills for electric current, telephone, gas, refuse removal and other utilities attributable to the leased premises.

(b) Lessor shall not be liable to the Lessee for any cessation or interruption of gas, electricity, telephone, or other utility service during the lease term, or any extension thereof, unless such curtailment is caused by the negligence of the Lessor.

5. REPAIRS AND MAINTENANCE

(a) Lessee shall be responsible for routine maintenance and repair of the Leased Premises which shall include floor covering, wall coverings, and all interior plumbing and electrical, all fixtures, and doors, maintenance of heating, ventilating, and air conditioning equipment. Lessee will cover first \$1,000 per year on HVAC system which will cap their responsibility for maintenance, replacement and major repairs of unit, Lessee agrees to provide janitorial service for the Leased premises during the entire term of this Lease.

(b) Lessor agrees to maintain in good and tenable condition and repair at all times the exterior and structural portion of the building, including without limitation, the foundation, exterior walls, structural members of the building, roof, and all utility lines and conduits running to and away from the building; driveways and parking lots; and major repair or replacement of electrical, plumbing, and mechanical systems. If Lessee causes damage to any area of the above-mentioned items under this section 5 (b) it will be the responsibility to repair. Lessee accepts building in as is condition.

(c) In the event Lessor should refuse or neglect, within a reasonable time, to make repairs or maintain the Leased Premises or any part thereof as herein above required, Lessee shall have the right, three (3) days after Lessor's receipt of written notice from Lessee of its election to so do, to make such repairs or perform such work that is the Lessor's responsibility to provide, and to deduct from the rent payable by Lessee the cost of such repairs or, in the alternative, to demand payment from Lessor of said amount within ten (10) days of receipt of written demand by Lessee.

6. POSSESSION OF PREMISES

- a. To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice in which case Tenant's right to possession of the Premises will cease and this lease will be terminated except for the obligation to pay rent as outlined in paragraph 3 of this Article; or
 - b. Without further demand or notice, and without terminating this Lease to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects or both or either, using such force for such purposes as may be necessary without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or
 - c. Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced.
2. Should Landlord elect to re-enter as provided in subsection (b) or should Landlord take possession pursuant to legal proceedings or pursuant to legal proceedings or pursuant to a notice provided by law, Landlord may, from time to time, without terminating this Lease release the Premises or any part of the Premises in Landlord's or Tenant's name but for the account of Tenant, for such term or terms as Landlord, in its reasonable discretion may determine, and Landlord may collect and receive the Rent. Landlord will in no way be responsible or liable for any failure to release the Premises, or for any failure to collect any rent due upon such reletting except for Landlord's duty to mitigate its damages by using commercially reasonable efforts to release the leased premises. No such reentry or taking possession of the Premises by Landlord will be construed as an election on the Landlord's to terminate this lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Article or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.
 3. If this lease is terminated on account of a default by Tenant, tenant will remain liable to Landlord for damages in an amount equal to Monthly rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of the Landlord's expenses in connection with such reletting and subject to Landlord's duty to mitigate its damages in accordance with Kansas law.

17. Notices

All notices under this Lease shall be in writing and shall be deemed to be properly served only if sent, postage prepaid, by registered or certified mail with return receipt requested, as follows:

Address for Notices:

Lessor: Granite Mountain LLC
Kurt Shobe
2318 Comanche Rd
Galva, Kansas 67443

To Lessee:

18. Lessor will pay all property taxes due on the building and parking lot annually.

19. Signage

Lessee shall be entitled to place a sign on the building in a manner consistent with other Tenants, and shall be entitled to a monument sign, if available for Tenants. Costs shall be borne by Lessee. Lessor shall cooperate in the locations and sizes of any exterior signs. Box sign with landlord approval.

20. Assignment by Lessor

Lessor shall have their right to assign this Lease to a responsible party upon written notice by Lessor to Lessee. This assignment shall not, however, relieve Lessor of its obligations under this Lease, nor shall it decrease or diminish any of the Lessee's rights under this Lease.

21. Assignment or Sublease by Lessee

(a) Lessee shall not, without Lessor's prior written consent, assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interests under it; allow any transfer thereof or permit Lessee's interest by operation of law; sublet the Leased Premises or any part thereof by anyone other than Lessee.

(b) Any consent given by Lessor to Lessee to sublease or assign the Leased Premises, in full or in part, shall not be or construed as consent to any further or other assignment or sublease to which Lessor's consent in writing has not been obtained.

(c) Unless Lessor consents in writing, no sublease or assignment shall relieve Lessee of its obligations hereunder and Lessee will remain obligated for rent due to Lessor as herein agreed. Any rent paid over and above rent due as herein agreed is property of Lessee through the termination of this Lease.

22. Holding Over

If Lessee continues to remain in the Leased Premises after expiration of any term of this Lease, then and in that event, Lessee shall, by virtue of this agreement, become a Tenant –By – the Month under the same terms and conditions except for rent commencing said monthly tenancy with the end of the expiring term. Rent will increase to \$2000.00 monthly until a new lease is signed or a notice to vacate is given with a (90) day notice. Lessee shall give to the Lessor ninety (90) days written notice of an intention to quit said premises. Lessee shall be entitled to ninety (90) days written notice to quit said premises, except in the event of nonpayment of rent in advance or of the breach of any other covenant by Lessee, in which event Lessee shall only be entitled to notices required by Kansas Law.

23. Entry

Lessor shall have the right of entry for the purpose of examining and inspecting the Leased Premises or maintaining and repairing the Leased Premises. However, such entry shall be only with the prior consent of the Lessee. Lessee's consent shall be given for any reasonable time and extent of entry, subject to all applicable security requirements enforced or enforceable by Lessee.

24. Waiver of Rights

Failure by either party to exercise any of its rights or privileges, arising out of this Lease, or to the extent not limited herein, conferred upon it by operation of law, shall not be deemed to constitute a waiver of those or of any other rights or privileges which that party may possess.

25. Covenants

The covenants, agreements and conditions in this Lease are shall be deemed to be covenants running with the land and shall be binding upon Lessor, Lessee, their heirs, executors, administrators, successors and assigns.

26. Whole Agreement

This Lease sets forth the entire agreement, and supersedes any and all other agreements, understandings, and communications between Lessee and Lessor related to the subject matter of this Lease. No amendment or modification of this Lease shall be binding upon either party unless set forth in a written instrument signed by both parties hereto. The rights and remedies afforded either party pursuant to any provision of this Lease are in addition to any other rights and remedies afforded by any other provision of this Lease, by law or otherwise.

27. Severability

If any portions or provisions of this agreement are ruled unenforceable or contrary to law by a court of competent jurisdiction such portions or provisions shall be deleted, and this agreement remain in effect as to the remaining provisions.

28. Memorandum of Lease

At the request of either party, Lessee and Lessor shall promptly execute, acknowledge, and deliver a memorandum of lease in recordable form giving notice of the existence and term of this Lease. In the event such a memorandum of lease is recorded, Lessee agrees to promptly execute, acknowledge, and deliver to Lessor, upon the termination of this Lease for any reason, an affidavit, release, or disclaimer in recordable form evidencing the termination of this Lease.

29. Laws of the State of Kansas

The terms and conditions of this Lease shall be administered and enforced under the law of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized to so act, have executed this Lease the day and year last written below.

Lessor:
Granite Mountain, LLC

By Kurt Shobe

Date

By _____
Lessee:

By

Date

By _____
Lessee:

By

Date

SUPPLEMENTAL INFORMATION

Office of Research and Institutional Effectiveness
 215 BOE
 (316) 322.3338



Metric	Description	Latest Performance	Last Updated for BOT	Previous Three Years	Validation Source
Retention	Percentage of incoming first-time full-time degree/certificate seeking students from the first fall who continue to the next fall. Cohort members who graduate within a year are excluded from the calculation.	60% (Fall 2019 Cohort)	04/2021	60 % (Fall 2018), 60 % (Fall 2017), 60 % (Fall 2016)	IPEDS Fall Enrollment Collection/US Dept of Education
Graduation Rate and Transfer Rates	Percentage of incoming first time full time degree/certificate seeking students who graduate or transfer to a 4 year institution within three years of starting at Butler	28 % Graduation Rate/26 % Transfer Rate (Fall 2017 Cohort)	01/2021	26 % Graduation/30 % Transfer (Fall 2016 Cohort); 26 % Graduation/26 % Transfer (Fall 2015 Cohort); 23 % Graduation/29 % Transfer (Fall 2015 Cohort)	IPEDS Graduation Rate 150 Collection/US Dept of Education
Transfer GPA and Hours	Aggregate GPA and accepted transfer credit hours of Butler students who leave to transfer to any of the public universities in Kansas	3.24 & 50.2 hours (Fall 2019 cohort)	03/2021	3.22 & 49.9 hours (Fall 2018), 3.20 & 48.7 hours (Fall 2017); 3.21 & 47.0 hours (Fall 2016)	Kansas Board of Regents KHESTATs Transfer Tab
CTE Placement	Self-reported job placement of technical program concentrators & completers	76% (AY 2020)	04/2021	76.3 % (2019), 77.64 % (2018), 70.54 % (2017)	Kansas Board of Regents AY Follow Up Collection
Completions	Number of associate degrees and certificates granted by the institution	1446 (AY 2020)	10/2020	1513 (AY 2019), 1496 (AY 2018), 1436 (AY 2017)	Kansas Board of Regents AY Completions File

THANK YOU NOTES

Dr. Krull,

My family and I sincerely thank you for honoring my brother by placing a book in the library in Joe's name. We are a family of readers which makes the book an especially meaningful tribute. The kindness of our Butler family is most appreciated during this very difficult time.

Sincerely,

Mary (Moon)

Board of Trustees –

Thank you all so much for my retirement clock and my lifetime Butler pass. I will always cherish my time as a "Grizzly" and will continue to support them.

Thanks again,

Teresa Long

Dr. Krull,

On behalf of my family I would like to thank you for the beautiful flowers that were sent for my dad's service, and the donation of a book in memory of him to the library. He loved baseball.

Thank you for your thoughtfulness,

Lori Llewellyn and family.

Dr. Krull and Board of Trustees,

Thank you for the beautiful clock you gave me for my retirement. I will cherish it always! Butler was my second home for 22 years and I will miss it. I am grateful for the people I have worked with and met over the years, and was very proud to work for such a great community college!

Sincerely,

Debbie O'Bryan

Butler,

Thank you for the flower arrangement, book, and cards. It is truly a blessing to work with such great people!

Sheryl Hayes (Jim Ekstrom Family)

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

August Board Finance Committee	Tuesday, August 10, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
August Board Meeting	Tuesday, August 10, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
August Work Session	Monday, August 23, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
September Board Finance Committee	Tuesday, September 14, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
September Board Meeting	Tuesday, September 14, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
September Work Session	Monday, September 27, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

2020-2021 Board Meeting Dates

Tuesday, July 13, 2021
 Tuesday, August 10, 2021
 Tuesday, September 14, 2021
 Tuesday, October 12, 2021
 Tuesday, November 9, 2021
 Tuesday, December 14, 2021
 Tuesday, January 11, 2022
 Tuesday, February 8, 2022
 Tuesday, March 8, 2022
 Tuesday, April 12, 2022
 Tuesday, May 10, 2022
 Tuesday, June 14, 2022
 Tuesday, July 12, 2022

LOOKING AHEAD

October Board Finance Committee	Tuesday, October 12, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
October Board Meeting	Tuesday, October 12, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
October Work Session	Monday, October 25, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
November Board Finance Committee	Tuesday, November 9, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
November Board Meeting	Tuesday, November 9, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
November Work Session	Monday, November 22, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Fall 2021 ACTIVITY CALENDAR

Summer Semester Ends	Fri, July 30
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ADJOURNMENT

MOTION: By _____
Chair Lechtenberg, I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

MEETING ADJOURNED @ _____ **A.M.**