
**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING**
4:30 p.m., Tuesday, September 14, 2021 – Dankert Board Room
Watch Live via <http://www.butlercc.edu/bctv>

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

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

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, and Shelley Stultz. (30 mins)

REGULAR BOARD MEETING

- I. **CALL TO ORDER (4:50 p.m.)**
- II. **PLEDGE OF ALLEGIANCE (4:50 p.m.)**
- III. **APPROVAL OF AGENDA (4:55 p.m.)**
- IV. **RECOGNITIONS (5:00 p.m.)** ----- 4
- V. **PUBLIC COMMENT (5:20 p.m.)**
If you wish to address the Board during Public Comment, please complete this form: <https://bit.ly/3b36GXi>
- VI. **STANDING REPORTS (5:25 p.m.)**
 - A. Student Government Association Report – Guadalupe Torres
 - 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. KACCT/COP Quarterly Meeting Report – Mary Martha Good
 - G. President’s Report – Kim Krull
 - H. Education Facilities Authority Report –Jim Howell, Doug Law, Kim Krull

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RECOGNITIONS

- **Introduction of 2021-2022 SGA Officers**
- **NJCAA All Academic Awards**
- **American Volleyball Coaches Association Award**
- **Maddie Young**
- **Julie Winslow – September Birthday**

MONITORING REPORTS

NONE

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

TOPIC for DISCUSSION Live Fire Training Prop

REPORT:

The Fire Science Program currently provides hands on training utilizing a 3-story training tower behind the 2600 Building. The current training tower provides very little ability to perform “Live Fire” training. Without realistic “Live Fire” training it is difficult for Butler students to fully understand fire behavior and decipher when the fire environment inside a structure has become too dangerous for them. This inability to understand when and how to react can lead to serious injury or death.

With a larger “Live Fire” training prop, faculty will be able to provide Butler students and area firefighters with realistic training. This training will assist them in making safer and more effective decisions when performing fire suppression on burning buildings. This prop will also give Butler an opportunity to expand the capabilities of the Fire Science program, creating an all-inclusive training environment that gives students the necessary tools for their success. Local departments will also have the ability to utilize the facility for live fire training purposes.

In order to match what is currently in place, this training prop will be purchased from Blackburn Construction, the same company that constructed the three-story “clean” atmosphere training tower located behind the Butler Fire Science Emergency Service Training Center. The training prop will consist of five (5), 20’ shipping containers. It will be two (2) stories, have three (3) burn rooms, and will include safety features to limit risk to users. The concrete pad already in existence to the west of the current fire training tower will be modified to support the training prop to include new anchors for the structure.

The college’s current lease agreement is being reviewed and will include an addendum for the additional training prop.

The total cost of the prop is \$43,800. The City of El Dorado is donating \$7,500 towards the cost, leaving a remaining balance of \$35,300 to be funded from Maintenance of Effort Designated Funds.

RECOMMENDED ACTION:

This information is for discussion purposes this month. It will be on the agenda for the October Board of Trustees meeting along with the addendum to the current lease.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Zach Lindsey, Lead Instructor, Fire Science
Supervisor: Dr. Julio Guerrero, Dean of Health, Education & Public Services
Date: August 31, 2021

By: Zach Lindsey			
Project: Live Fire Training Prop			
Date: 08/30/2021			
Item	QTY	Cost	Total
20' Shipping Container	4	\$3,500.00	\$14,000.00
40' Shipping Container	1	\$5,500.00	\$5,500.00
Container Delivery	1	\$780.00	\$780.00
Diamond Plate Steel Flooring (4x8)	15	\$200.00	\$3,000.00
Tool Rental	1	\$1,500.00	\$1,500.00
Other Metal (Square Tubing, Round Stock, etc.)	1	\$3,000.00	\$3,000.00
Hardware (Nuts, Bolts, and chain)	1	\$1,000.00	\$1,000.00
Plumbing (Sprinklers)	1	\$200.00	\$200.00
Container placement, anchoring, and attachment	1	\$11,800.00	\$11,800.00
Paint	1	\$500.00	\$500.00
Misc. Cost (Welding and other supplies)	1	\$2,520.00	\$2,520.00
Total Budget:			\$43,800.00
City of El Dorado Contribution:	1	\$(7,500.00)	\$(7,500.00)
BCC Cost:			\$36,300.00

TOPIC for DISCUSSION
Culinary Project – Butler Community College Foundation Building Lease

REPORT:

The Butler Community College Foundation (Foundation) has received initial contributions for the construction of a new culinary building located in Andover, KS. The Foundation is offering to lease the building to Butler Community College to provide instruction for the Culinary Arts and Hospitality Management Program.

RECOMMENDED ACTION:

For discussion only this month to review the lease agreement and include it on the October 12, 2021 regular meeting agenda for approval.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Tom Borrego, VPIA
Supervisor: Dr. Kim Krull
Date: 8/30/2021

TOPIC for DISCUSSION
Council Grove Legislative Post Audit

REPORT:

In March, notification was received that Representative Kristey Williams had requested a limited scope audit of Butler's Council Grove site which was then authorized by the Legislative Post Audit Committee (LPAC). Representative Williams serves as the Chair of LPAC. The limited scope audit was requested to address concerns regarding the financial position of the Council Grove site and specifically if it was financially self-sufficient.

Defined work began the end of May with Meghan Flanders, Senior Auditor and Chris Clarke, Deputy Post Auditor both of the Kansas Legislative Division of Post Audit and included Kent Williams, Kim Sherwood, Kerry Potter, Dr. Esam Mohammad, Heather Rinkenbaugh, and Dr. Krull. Dr. Blake Flanders and Elaine Frisbie from the Kansas Board of Regents also contributed to the reports' research. Fiscal year 2019 was chosen for the audit. As instructed by Legislative Research, the research and report development process was to be confidential until the report was presented to the Legislative Post Audit Committee (LPAC) for discussion and review.

Monday, August 30, 2021, the report was presented to LPAC. Chris Clarke provided an overview of the report and Elaine Frisbie, KBOR, Heather Rinkenbaugh, and Dr Krull joined the committee meeting via zoom to provide comments and answer questions if asked. The report is attached for the Board's review. Information will be provided at the meeting regarding the overview of the LPAC meeting conversation along with additional information that was not included in the final report.

RECOMMENDED ACTION:

This information is for discussion purposes only

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kim Krull
Supervisor: Lance Lechtenberg
Date: August 31, 2021



KANSAS LEGISLATIVE
DIVISION *of*
POST AUDIT

A Limited-Scope Performance Audit Report Presented to the Legislative Post Audit Committee

Financial Position of the Butler County Community College Council Grove Site

August 2021

Report Number: L-21-009

Introduction

Representative Kristey Williams requested this limited scope audit, which was authorized by the Legislative Post Audit Committee at its March 10, 2021 meeting.

Objectives, Scope, & Methodology

Our audit objective was to answer the following question:

1. Are revenues for the Butler County Community College (BCCC) Council Grove site sufficient to cover the site's expenditures?

The scope of our work was to determine the estimated revenues and expenditures for the Council Grove site of BCCC. Because this was a limited scope audit, our scope did not include an audit of BCCC's accounting procedures or internal controls.

To answer the question, we requested a Council Grove site analysis from BCCC officials and an estimate of that site's revenues and expenditures. They provided the analysis, including a supporting spreadsheet showing relevant items from the ledger and course information. We conducted data reliability work to determine if the estimates provided were reasonable and reliable. That work included interviews of BCCC and Board of Regents officials, research of publicly available documents, and requests for additional documentation or explanation from officials.

More specific details about the scope of our work and the methods we used are included throughout the report as appropriate.

Important Disclosures

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Overall, we believe the evidence obtained provides a reasonable basis for our findings and conclusions based on those audit objectives.

The estimated revenues of the Council Grove site of Butler County Community College were about \$11,000 less than its estimated expenditures.

Butler County Community College (BCCC) operates a site in Council Grove that serves about 200 students.

- Overall, Butler County Community College (BCCC) is the second largest community college in Kansas. It offers more than 90 different academic programs across 24 learning sites, including many high schools.
- One of the physical sites of the college is located on Main Street in Council Grove (Morris County). The site serves about 200 students, including many high-school students seeking college credit. Some classes are held at the Main Street building. Others are at local high school buildings in Council Grove and other high schools in the service area of BCCC.
- BCCC officials told us the site offers academic advising, registration, billing and payment, placement testing, and classes like General Psychology, College Algebra, Public Speaking, and Allied Health.

In fiscal year 2019, the estimated revenues for the Council Grove site were about \$11,000 less than its estimated expenditures.

- **Figure 1** is a detailed list of estimated revenues and expenditures attributable to that site. We provide more information about the site's revenues and expenditures in the sections that follow.
- Because of the limited scope of the audit, these amounts are estimates based on the best available information. BCCC provided amounts and supporting data and calculations. We reviewed those and compared to publicly available information and other research. We also talked with officials at the Kansas Board of Regents (Regents).
- We looked only at the Council Grove site. BCCC operates other out-of-county sites. This work cannot be projected to other sites or other community colleges.

Figure 1: In fiscal year 2019, the estimated revenues were about \$11K less than its estimated expenditures.

Expenditures	
Academic Advisor Salaries	\$22,402
Office Coordinator Salary	\$27,160
Teacher Salaries	\$63,698
Benefits	\$15,139
Automobile mileage	\$4,773
Telephone	\$3,486
Electricity	\$2,113
Gas	\$1,857
Building rental	\$14,400
Equipment	\$1,554
Miscellaneous	\$1,017
Total expenditures	\$157,598
Revenues	
Student tuition and fees	\$42,444
State aid - tiered and non-tiered	\$91,089
State aid - Excel in CTE	\$13,320
Total revenues	\$146,853
Net revenues over (under) expenditures	(\$10,745)

Source: BCCC site analysis for Council Grove.

Kansas Division of Legislative Post Audit

In fiscal year 2019, the estimated expenditures of the Council Grove site were about \$158,000.

- Expenditures include things like teacher salaries, support staff pay, benefits, supplies, equipment, and building rental.
- We focused our analysis on expenditures directly related to only Council Grove. It is possible there are fixed costs for services from the college as a whole that contribute in a small way to the Council Grove site. For example, the BCCC accounting department tracks the money for the college as a whole, including the Council Grove site. It is unlikely that this cost would be

reduced if the Council Grove site didn't exist, so we didn't consider this type of cost.

- Teacher salaries are the largest portion of the site's expenditures. None of the teachers are full-time. There were 11 teachers at the Council Grove site. We also included a portion of salaries paid to other teachers who taught high school students at Chase County, White City, and Hope High Schools. These were included because they are managed by the Council Grove location and within that service area.
- Also, BCCC rents building space on Main Street in Council Grove. This space is used for administration and some classes. The estimated expenditures include rent, electricity, and gas.

In fiscal year 2019, the Council Grove site generated about \$147,000 in revenues from state aid and student tuition and fees.

- The estimated revenues we included are revenues that are directly attributable to the site. Again, almost all revenues for the college and its various sites are ultimately comingled.

Student Tuition and Fees

- In fiscal year 2019, tuition and fees were about \$20.5 million for all of BCCC. To determine the amount attributable to the Council Grove site, BCCC staff made estimates based on specific courses and credit hours.
- BCCC collects tuition and fees from students. Rates are on a per credit hour basis and depend on the residency status of the student. For example, in Fall 2021, a Butler County resident would pay \$102 per credit hour for tuition and fees. **Figure 2** shows the Fall 2021 tuition and fee rates.

Figure 2: BCCC tuition and fees per credit hour vary depending on the student's residency.

Resident Type	Tuition	Student	
		Fees	Total
In-County (Butler)	\$76.15	\$25.85	\$102.00
In-State	\$96.65	\$25.85	\$122.50
Out-of-State	\$156.65	\$25.85	\$182.50
International	\$193.65	\$25.85	\$219.50

Source: BCCC website publishing Fall 2021 rates.

Kansas Division of Legislative Post Audit

- The Council Grove site collected about \$42,000 in student tuition and fees, after accounting for tuition waivers.
- More than half the potential student tuition for this site was waived because many students are in high school and are eligible to have their tuition waived. Students still pay the fees associated with the courses. Courses typically eligible for waiver include General Psychology, English Composition, US History, College Algebra, and Public Speaking.

State Aid

- In fiscal year 2019, state appropriations to BCCC totaled about \$15 million. To determine the amount attributable to the Council Grove site, BCCC staff made estimates based on specific courses offered at the site.
- The first type of state aid credited to the site is tiered (technical classes) and non-tiered (general education classes) aid:
 - The Kansas Board of Regents created a formula per its authority in state law (K.S.A. 71-1803) to calculate the amounts of tiered and non-tiered aid for colleges based on their enrollment. The formula determines a course cost for each course. In general, the aid for tiered technical courses (e.g. carpentry) is greater than for non-tiered general education classes (e.g. public speaking).
 - The Regents' funding formula for state aid does not include any local property tax funding for out-of-district students.
 - For in-district students (i.e., Butler county residents) the Regents' formula assumes 1/3 state funding, 1/3 student tuition funding, and 1/3 local property tax funding will be used to cover course costs.
 - For out-of-district students (i.e., non-Butler county residents) the Regents' formula assumes 2/3 state funding, 1/3 student tuition funding, and no local property tax will be used to cover course costs.

Figure 3: The state aid requested for each course depends on the type of course and residency of the student.



Source: Kansas Board of Regents cost model.

Kansas Legislative Division of Post Audit

- o The students at the Council Grove site are out-of-district students. Thus, according to the Regents formula, 2/3 of their course cost would come from state aid (the other 1/3 would come from student tuition and fees). For fiscal year 2019, state aid for the Council Grove site was about \$91,000 in tiered and non-tiered aid.
- The second type of state aid credited to the site is Excel in Career Technical Education (CTE) funding:
 - o The state also funds the Excel in CTE Initiative which provides state funding for certain technical courses taken by high school students. This funding is meant to cover 100% of the course cost as determined by the state calculated rate. BCCC cannot charge tuition to the students taking these types of courses
 - o For fiscal year 2019, the CTE funding was about \$13,000 for the Council Grove site. Council Grove offered two CTE courses (Allied Health 120 and Allied Health 122) that generate this funding.

State Aid has not been paid according to Regents' formula in recent years, which could explain why the Council Grove site operated at a deficit in fiscal year 2019.

- Officials at BCCC and Regents noted that in recent years, the state appropriations for BCCC have fallen short of the full amount determined by the Regents' formula. Officials refer to this as "the gap". This amount is different each year. The amount is also different for each community college.
- For example, in fiscal year 2019, the gap for BCCC was 26.5% for non-tiered funding and 14.3% for tiered funding. This means the college received only 73.5% for non-tiered and 85.7% for tiered of the full amount of funding determined by the formula. Officials at Regents said that ultimately the state aid funding amount is up to the Legislature.

- If the Legislature had funded the full amount calculated by the formula, BCCC would have received about \$122,000 in fiscal year 2019. That would have made revenues *higher* than expenditures by almost \$21,000 for that year.
- Officials at Regents said in most years there has not been a gap for Excel in CTE funding.

Because state aid hasn't been paid according to Regents' formula, it's possible that property tax may have supported the Council Grove site but we couldn't tell.

- Butler county is the only county that pays property taxes to support BCCC. Morris county (the Council Grove site) does not have a mill levy assessed for the site and therefore does not contribute to the Council Grove site's revenues. That's because the "home" county where a community college is based is the only county that has a mill levy to support the community college. In fiscal year 2019, the county property taxes collected were about \$16.3 million. This represents about 24% of total BCCC funding.
- For out-of-county students, such as Council Grove students, the Regents formula for state aid does not assume any funding through local property taxes.
- However, because the state aid was not fully funded according to this formula, BCCC had to use other funds to support its operations in Council Grove.
- Neither we nor Regents or BCCC officials could determine what type of funds made up the \$11,000 shortfall because those funds are all comingled. It could be from any of the various revenues sources for BCCC as a whole (state aid, tuition, property tax, etc.).

Recommendations

We did not make any recommendations for this audit.

Agency Response

On July 30, 2021 we provided the draft audit report to Butler County Community College. Its response is below. Agency officials generally agreed with our findings and conclusions.

BCCC Response

Butler Community College has appreciated the opportunity to work with Megan Flanders and Chris Clarke in the Kansas Division of Legislative Post Audit to compile this report on the Financial Position of Butler County Community College Council Grove Site.

In the 1970's the Board of Education established specific service areas for the community colleges. The Kansas Board of Regents continued to recognize the service areas and in 2009, this concept was introduced as part of legislation which then required the KBOR to incorporate the service area map into their policy manual. Morris County and the College's Council Grove site is located within Butler's five-county service area as designated by KBOR.

The Council Grove site provides access to the rural communities located in this area. While the College has the physical site on Main Street in Council Grove, the Council Grove "site" serves community members and students at Council Grove High School a block away as well as students at Chase County, White City, and Hope High Schools. As noted in the report, in addition to providing and facilitating the delivery of general education and Excel in CTE courses, the site serves as an access point for critical services like placement testing, enrollment, bill payment, and proctored exams for all the locations noted above.

In reviewing the expenditures for the site on page 3 of the report, the staffing at the Council Grove site includes one full-time Office Coordinator and two part-time Academic Advisors. The faculty salaries reflected on the expenditure side are the largest portion of the expenditures. Eleven adjunct (not full-time) faculty deliver the Butler courses taught to students at the Council Grove site as well as Council Grove, Chase County, White City, and Hope high schools.

On the revenue side, student tuition and fees, tiered and non-tiered state aid, and Excel in CTE state aid reflect the revenue generated from students enrolled in Butler courses from all the sites listed above. In noting the tuition waivers, it's important to understand this also includes SB 155/Excel in CTE which requires institutions to waive tuition and some fees for career and technical education courses. Institutions receive a state determined tuition reimbursement amount that may not cover the complete cost of delivery of the course. Many of the services at the Council Grove site result in revenues for the institution, such as placement testing and enrollment for other Butler locations that generate revenues which are not directly reflected in the Council Grove budget. These indirect revenues add to the value that our sites bring to Butler as a whole.

As noted in the report, for fiscal year 2019, state aid for the Council Grove site was \$91,089 in tiered and non-tiered aid. In 2011 when SB 143 was passed, it created a new postsecondary education cost model for distribution of state appropriations to the community and technical colleges. In general, the cost model calculates a course level cost rate and also recognizes the cost differential to deliver technical

courses. When discussing the cost model and reviewing funding distributions, both Regents and Technical Education Authority documents have stated on multiple occasions that while the components of the cost model are reviewed and updated annually, there has been a state funding shortfall every year since the enactment of SB 143 in 2011, thus creating what is referred to as "the gap." The amount of the gap varies from year to year and from institution to institution. For the 2-year system of community and technical colleges, "the gap" between what the cost model indicates the state should pay and what they did pay for FY2021 was calculated to be \$8,654,823 for the tiered courses and \$18,797,439 for the non-tiered courses (\$27,452,262 combined).

The report notes that in 2019, Butler's gap for non-tiered funding was 26.5% and 14.3% for tiered funding and if the Legislature had funded the full amount calculated by the formula, Butler's Council Grove site (and the additional high schools it serves) would have received approximately \$30,911 in additional revenues based on the enrollments. Revenues would then have exceeded expenditures by nearly \$21,000.

While the report notes that Regents staff stated Excel in CTE has always been fully funded, Butler's records indicate that in FY2020, Excel in CTE was underfunded by more than \$500,000. Full funding was restored in FY2021.

In Kansas, eighteen counties support the nineteen community colleges with local ad valorem taxes. In addition, the community colleges receive state aid and rely on student tuition and fees as the third leg of the "funding stool." At Butler, these revenue sources are used to support overall college operations and with all community colleges, these three funding sources are comingled in general operational budgets. The report indicates that Morris County does not have a mill levy assessed for the Council Grove site and thus does not directly contribute to the site's revenues through tax dollars. This is not unique within the community college system. Nearly all the community college outreach sites, such as Council Grove, which are within our service areas, are supported with funding beyond local tax revenues. In FY2019, the total of state funding and student tuition and fee revenues was more than double the amount of funding received from local tax revenues. It's these additional funding sources that contribute to the support of the Council Grove site as well as all of Butler's other operations.

Butler's Council Grove site is a small part of the work being done every day to fulfill the community college mission of creating access and opportunities for student success. Butler offers academic programs of excellence and opens doors for students to reach their education and career goals at reasonable costs, in small classes, and taught by credentialed faculty who care.

TOPIC for DISCUSSION
KORA Requests

REPORT:

Included for discussion is a list of the KORA requests that have been received since January 2019. During the KACCT Quarterly Meeting August 27-28th, Trustees and Presidents had an opportunity to share ideas from their campuses in small group discussions. Regular review of KORA requests was a shared idea in Trustee Good's small group. The included information identifies the date of the KORA request, the type of information being requested, and the person requesting the information.

RECOMMENDED ACTION:

For discussion purposes only this month.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kim Krull
Supervisor: Lance Lechtenberg
Date: 9/14/2021

Date	Request From	Company	Subject	Request For	Dept
1/28/2019	Terry Sader	Butler Employee		Requesting minutes from Jan 2016 to Dec 2018 VP Council and Dean Council	Kent Williams
2/11/2019	Terry Sader	Butler Employee		Requesting all of emails from Shelley Stultz r.e.payroll advance & inclement weather policies from 8/2018 - 12/2018 and all of VP email r.e. the door schedule policy from 9/2018-1/2019//	Kent Williams
2/16/2019	Kristey Williams (Kristey.williams@house.ks.gov)	Kristey Williams		How much of the \$4.5 million in scholarships are provided to Butler County residents?	Kent Williams
4/23/2019	Lee T. White leewhite1@gmail.com 938 W. 3rd Ave., El Dorado, KS 67042-1657 (316)925-6650	Lee T. White		Asking how much BCC contributes to the Governor's Annual One-Shot Turkey Hunt, Inc.	Kent Williams
5/17/2019	Steven Schupback, American Ttransparency Kansas@openthebooks.com	Steven Schupback		Electronic copy of any and all employees for year of 2018 (fiscal or calendar year) each employee to include employer name, employer zip code, compensation, first, middle and last name, hire date, base salary \$, bonus \$, overtime?\$, overtime \$, Gross annual wages and position title.	Kent Williams
7/17/2019	me@kennyjacoby.com (kennyjacoby.com) a reporter	Kenny Jacoby		Request for final results of all disciplinary hearings conducted by BCC into any student since 1/1/2014	Kelly Snedden/Kent Williams
8/1/2019	Lee T. White leewhite1@gmail.com 938 W. 3rd Ave., El Dorado, KS 67042-1657 (316)925-6650	Lee T. White		Info on Mary M and William K Good; emails from or to Kelly Snedden and KWCH; invoices for advertising 7/1/18-7/31/19 to KWCH, KAKE, KSNW and Wichita Eagle	Kent Williams
11/20/2019	Beth Wasko, Development & Operations Coordinator - Kansas Policy Institute 12980 Metcalf Ave., Suite 130, Overland Park, KS 66213 (913)213-5038	Kansas Policy Institute		Testing for 1st time college students (ACT, AccuPlacer or other) # of 1st time, # of those not tested, # recommended for reading, math or English)	Kent Williams

12/2/2019	Lee White leewhite1@gmail.com	Lee T. White		Copies of all written agreements by & between BCC and the operation/marketing of The Villas: Grubb & Ellis; Oxbow; McCullough Construction; T Town, LLC & Villas at BCC, LLC	Kent Williams
5/9/2020	Michael Stovla	The Wichita Eagle		Seeking information for a story: Asking for opportunity to inspect or obtain copies of public records that show any disciplinary records, write-ups, reprimands or any records that reflect any issues with Brent Martin's employment. Requested hire date as well.	Kent Williams
5/10/2020	Dana Hogan	Dana Hogan		Copy of the employment application for Adjunct Professor named Shelly McFann Martin.	Kent Williams
6/3/2020	Jennifer McAllister	Jennifer McAllister		Budget for the last 5 years for EduCare	Kent Williams
6/3/2020	Lee White leewhite1@gmail.com	Lee T. White		Request for copy for video of the May 28 Special BOT meeting.	Kent Williams
6/17/2020	Katy Wohlgegemuth	Katy Wohlgegemuth		Requesting Educare Employee information who was employed as of March 20th, 2020. Employee name and compensation	Kent Williams
8/19/2020	Charles Chaney cchaney@butlercountrytimesgazette.com	Butler County times gazette		Number of positive and negative Covid test results for athletics. No names or other specifics	Kent Williams
8/20/2020	Davis Hammet davishammet@gmail.com	Davis Hammet		Requesting records containing full disclosable student directory information in spreadsheet format.	Kent Williams
10/1/2020	Donald Carr donaldcarr@datapotentia.com	Data Potentia LLC		Directory Information for all graduates of BCC from 1975 - Summer of 2020	Kent Williams

12/9/2020	Ryan Evans (ryanevans1199@gmail.com)			Request materials responsive to the companies Jostens & Balfour. Any correspondence or information on the contracts/agreements between Butler and those companies	
1/28/2021	Julie Winslow	Trustee	Construction	Constuction Program Information (State FOIA)	Kent Williams
2/2/2021	Julie Winslow	Trustee	Board Survey's	Requesting copies of last three survey's taken by the BCC board of Trustees and the respective dates taken.	Kent Williams
2/3/2021	Shelby Smith	Trustee	WSU Tech	Officially request all communication, (email, texts, notes, ect) and proposals between WSU Tech and Bccc regarding the culinary program. Would also like emails regarding culinary between Mel Whiteside and mayor Ronnie Price.	Kent Williams
2/3/2021	Shelby Smith	Trustee	Culinary	Requesting emails regarding culinary between Mel Whiteside and mayor Ronnie Price.	Kent Williams
2/5/2021	Shelby Smith	Trustee	Ray's Pay	Follow-up questions: How is Ray being paid? Why having to contact Ray? Emails and notes treated differently?	Kent Williams
2/6/2021	Mary Good	Trustee	Ray's Pay	What is Ray's hourly rate BCC pays him	Kent Williams
2/16/2021	Shelby Smith	Trustee	Operating Budget #'s	Numbers that were presented to the board in years 2015-2018 for the operating budget updates.	Kent Williams
2/22/2021	Julie Winslow	Trustee	Construction	Constuction Program Information (State FOIA) Location	Kent Williams

2/22/2021	Julie Winslow	Trustee	Personnel Costs and Labor %	Compare the Labor % (to total expenses or cost). In addition the exact current number breakdowns for every year starting with 2014- Labor costs & Total Expenses. Also what percent of that labor percent covered each year by the mutual agreement.	Kent Williams
2/22/2021	Julie Winslow	Trustee	Conflict of Interest	Request for all Conflict of Interest forms filed annually for each BCC Trustee for the years 2021, 2020, 2019, 2018 and 2017 in accordance with the Butler County Ethics Policy that was completed in January.	Kent Williams
2/23/2021	Julie Winslow	Trustee	Articulation	Articulation agreements cost BCC (facilities, salaries, mileage, equipment). What are the costs of facilities for these sites, if any to BCC?	Kent Williams
2/23/2021	Julie Winslow	Trustee	Articulation	Articulation agreements cost BCC - What are teachers or staff teach these classes?	Kent Williams
2/23/2021	Julie Winslow	Trustee	Articulation	Articulation agreements cost BCC; if associated cost include student headcounts and credit hour counts .	Kent Williams
3/1/2021	Julie Winslow	Trustee	Stadium	Stadium costs breakdown 2016, 2017, 2018, 2019 and 2020 as far as events were billed there (usage) to whom they were billed (amount) and for how many hours?	Kent Williams
3/13/2021	Julie Winslow	Trustee	Missing Emails	Questions on emails - source butler trustees email originates from and deliver to? Who receives emails? Any changes to the trustees email forwarding directives?	Dr. Krull and Kent Williams

3/15/2021	Julie Winslow	Trustee	Record Retention	BCC policy(ies) on record retention and what "handbook", "policy book" or other operating policy book it (they) might be a part of	Kent Williams
6/15/2021	American Transparency - Stephanie Schreiner	American Transparency	Salaries 2020	Electronic copy of any and all employees for year 2020 (fiscal or calendar year) each employee to include employer name, employer zip code, compensation, first, middle and last name, hire date, base salary \$, bonus \$, overtime \$, overtime \$, Gross annual wages and position title.	Kent Williams
7/2/2021	Kansas Policy of Institute - Beth Wasko	Kansas Policy Institute	Salaries 2020	Electronic format for School Year 2020-2021: For all persons receiving payments from BCC. Please include: School Year, First Name, Last Name, Position, Total Pay. To include all forms of compensation	Kent Williams
5/10/2021	Rachael Hamilton	TouchNet Information System	E-commerce Solutions/Cash Net/Transact	All documents responses and contracts pertaining to e-commerce solutions and CashNet/Transact following RFP for Student account Center of december 2020.	Kim Sherwood
6/1/2021	Julie Winslow	Trustee	Board Books	Requested a complete PDF of both the May 2021 and June 2021 board packets via email	Kent Williams
6/11/2021	Julie Winslow	Trustee	HR Compensation Study	Request at June meeting for full copy of the salary analysis done by HR "a couple of years ago" that has helped BCC stay competitive as far as salaries and wages.	Kent Williams

6/11/2021, 6/24/2021	Julie Winslow	Trustee	Chart of Accounts	In the finance meeting this week we talked about a chart of accounts? The chart should include all organizations, how they roll up and the corresponding descriptions of each; organizational description, how they roll up into financial management system and "total" up	Kent Williams
8/3/2021	Janie Jordan	Data Research Partners LLC	Names	Request a listing all BCC employee's first and last names, e-mail addresses, title/position, and primary campus/department location.	Kent Williams
8/6/2021	Shelby Smith	Trustee	Work Session	Requested that the BCC trustee work session that followed the special meeting on 7/26/21 be posted to YouTube in its entirety.	Dr. Krull
8/9/2021, 8/10/2021	Julie Winslow	Trustee	Legal Budget	An advance copy of the "STATEMENT OF CONDITIONAL LEASE, LEASE PURCHASE AND CERTIFICATE OF PARTICIPATION" page to be submitted to Butler County Clerk as part of the annual BCCC budget information; further explained as lease cost for construction building at Rose Hill	Kent Williams
8/16/2021	Julie Winslow	Trustee	Audit	Explanation of the increase in net position from 2016 of 52,056,933 to 2020 or 62,813,960	Kent Williams

				Printed/policy information for employee benefit categories submitted by Ms. Stultz and approved by the board at the last meeting (August 10th); HR policy included in orientation handouts for new employees? ; requested digital copy emailed to me of either or both, as long as it is as detailed as what was presented in the August 2021 board packet in those updated policy/printed information and has been updated to include the new and improved benefits.	
8/20/2021	Julie Winslow	Trustee	Employee Benefits		Kent Williams
8/20/2021	Julie Winslow	Trustee	KACCT Meeting	question about whether KACCT meeting invite was emailed to all trustees; include a list of all BCC employees and trustees that will be attending	Dr. Kim Krull

BOARD ACTION ITEMS

TOPIC for ACTION Symmetry Energy – Natural Gas Settlement

REPORT:

In April of this year Butler received an invoice from Symmetry Energy Solutions for natural gas delivered in February in the amount of \$87,855. This was caused by the bitter cold spell in February. For context the invoice amount one year earlier was \$13,263.

Butler is a member of KJUMP, which is a natural gas purchasing consortium sponsored by the Kansas Association of School Boards (KASB). Butler joined with other KJUMP member schools to protest the extreme increase caused by this weather anomaly and paid \$28,358 to Symmetry for the invoice. This amount was recommended by KJUMP based on the claim that Symmetry could only charge 125% of the prevailing rate under Kansas law concerning "Profiteering from a Disaster."

Last month KASB announced that a settlement had been reached with Symmetry for all KJUMP members. The announcement by KASB stated that each school would pay 50% of the unit gas charges. There are other fees and fixed charges that will not be reduced. This payment will be higher than the "statutory limit."

Each KJUMP member school has the option to accept the settlement or individually pursue further legal action against Symmetry. KASB believes, and Butler's administration and legal counsel concur, that accepting the settlement is the best course of action due to the uncertainty of individual legal action and additional legal fees. In a recent email Ray Connell stated, "Arguably, upon this final payment Butler is released from any additional obligation. This is true for Butler even if the 75% threshold is not met."

The settlement must be approved by the board of trustees and executed by September 30, 2021.

The KJUMP program will cease to exist and KASB will institute a new agreement for the former KJUMP schools with Wood River Energy. The new program will include contract provisions to mitigate the possibility for extreme fluctuations such as the February occurrence. The new program will commence October 1.

A copy of the Symmetry settlement agreement and related attachment follows.

The following excerpt from the KASB memo that accompanied the settlement agreement provides additional information.

"KASB and Symmetry Energy have been negotiating a settlement agreement to resolve billing disputes rooted in the impacts of Winter Storm Uri in February. We are excited to inform you that a settlement agreement between the two parties has been reached. As a member of the KJUMP natural gas pool, you have access to this negotiated settlement.

Settlement overview:

- Symmetry will discount February gas prices to roughly \$8.80 to \$9.50 per MMBtu based on local circumstances. The price paid for natural gas in the month of February will be cut while all other fees and pass-through charges will remain unchanged.
- KJUMP members will receive full indemnification from any pass-through fees or extraneous charges from their local distributors based on a failure of Symmetry to deliver natural gas in February. This does not free members from pass-through or associated delivery fees but should ensure that they remain in line with regular usage.

- Members release Symmetry Energy of any liability and agree to not join any class-action lawsuits or take legal action against Symmetry Energy in contest of natural gas prices for February 2021.
- Anytime information is requested about the details of the settlement agreement, notice must be made to Symmetry Energy.
- Pool members agree to take no performative action with media outlets or press. Though the settlement will become KORA eligible once action is taken on it by your local Board of Education, our NDA requires us to take reasonable actions to keep the details of the settlement confidential.
- Your school district, upon agreeing to the settlement, will be invoiced \$19,532.02 to resolve billing and all other aspects of the dispute. Attached to this email is a copy of the settlement agreement for your review and record keeping as well as a signature block to be signed by the district Superintendent and Board President to execute the agreement. Please sign the attached page and return it to kjump@kasb.org before September 30, 2021.

The agreement requires pool members to sign the agreement and make payment on or before September 30, 2021, and no exceptions will be given to that deadline.

We greatly appreciate your patience over the last six months as we have worked with outside counsel to secure a resolution to this truly unique situation that is both fair and beneficial to our members. Association staff, our counsel at Smythman and Zackoura, as well as our small advisory group believe that this is a fair settlement of the issue and are recommending that each individual district sign on to this agreement. Ultimately that authority lies with your Board of Education.

This agreement is far more generous than any other settlement being seen in the market, and we believe it represents the best path forward for our members to protect their financial resources while simultaneously avoiding a long and expensive legal battle. “

The following is a summary of the Butler’s charges and payments:

	<u>Gas</u>	<u>Fees</u>	<u>Total</u>
Original February invoice	<u>\$79,929</u>	<u>\$7,926</u>	<u>\$87,855</u>
Amount paid to-date	\$20,432	\$7,926	\$28,358
Amount to be paid with settlement	<u>\$19,532</u>	<u>\$0</u>	<u>\$19,532</u>
Total to be paid	<u>\$39,964</u>	<u>\$7,926</u>	<u>\$47,890</u>
			\$0
Amount released by settlement	<u>\$39,965</u>	<u>\$0</u>	<u>\$39,965</u>

RECOMMENDED ACTION:

Approve the attached Symmetry settlement agreement.

RECOMMENDED FUNDING SOURCE:

General Fund

Submitted by: Kent Williams, Vice President of Finance

Date: September 2, 2021

Supervisor: Kim Krull

EXECUTION COPY

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into as of this 1st day of September, 2021 (the “Effective Date”), by and between SYMMETRY ENERGY SOLUTIONS, LLC, a Delaware limited liability company (“Symmetry”), KANSAS JOINT UTILITY MANAGEMENT PROGRAM (“KJUMP”), and KJUMP Participating Schools. Symmetry, KJUMP, and Participating Schools are collectively referred to as the “Participating Schools.” Symmetry and KJUMP are collectively referred to as “The Parties.”

RECITALS

A. The Parties are parties to a contract pursuant to which KJUMP buys natural gas from Symmetry. The contract entered into by the Parties pursuant to an Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, which consists of various transaction confirmations dated in May and June 2019 (“Transaction Confirmations”) (collectively, the “Contract”). The Contract is attached hereto as Exhibit C.

B. Symmetry billed the Participating Schools in the amount of \$8,400,066.73 for Natural Gas Sales (“NGS”) and “related charges,” and sent invoices to individual Participating Schools (the “February 2021 Invoices”). The NGS portion of the February 2021 Invoices is \$7,162,363.98. Symmetry confirms that no penalty charges from local distribution companies or any other entity are included in the “related charges.”

C. The Participating Schools have paid Symmetry \$3,526,308.05 with respect to the February 2021 Invoices, leaving an unpaid amount of \$4,873,758.68 (the “Balance”), which KJUMP and the Participating Schools dispute they owe under the Contract.

D. Symmetry and KJUMP, for itself and on behalf of all its Participating Schools, enter into this Agreement to resolve fully and finally all claims that KJUMP or the Participating Schools may have against Symmetry related to the February 2021 Invoices or Symmetry’s sale of natural gas and natural gas services provided in February 2021. This Agreement is intended to forever discharge and extinguish all claims and causes of action that the Parties have against each other relating to the February 2021 Invoices or Symmetry’s sale of natural gas in February 2021.

E. The Parties acknowledge that this Agreement constitutes a settlement of the dispute and is not an admission of liability of any signatory.

NOW THEREFORE, for and in consideration of the above Recitals, which are not mere Recitals and which are a material part hereof, and in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **Settlement Payment.** In consideration of the Release set forth in Section 2, Symmetry will (a) agree, subject to the adjustment referenced below, to discount the amount billed for NGS in the February 2021 Invoices by a material amount equal to \$3,581,181.99, and (b) accordingly accept payment of \$1,983,194.25 (the "Settlement Payment") from (140) Participating Schools that have a balance due as full payment of the Balance, and (c) on or before October 15, 2021, issue credits to (42) Participating Schools who have already paid more than their share of the settlement payment in the amount of \$690,617.56, subject to the adjustment referenced below (the "Settlement Credit"). Symmetry is willing to make this accommodation, and offer this significant discount, in recognition of the educational status of the Participating Schools, their role in the community, the length of the Parties' relationship and the distinct nature of the KJUMP Contract. This Agreement is contingent on Symmetry's receipt of at least 75% of the Settlement Payment (\$1,487,395.68) by September 22, 2021. Should such amount not be received by Symmetry on or before such deadline, this Agreement is null and void as to KJUMP and all Participating Schools. Any amount of the Settlement Payment not received by September 30, 2021 will be deducted (pro-rata) from the Settlement Credit to be paid to Participating Schools. Any Participating School that fails to remit its outstanding settlement obligation to Symmetry by September 30, 2021, as reflected in revised invoices that Symmetry shall issue pursuant to this Section, shall forfeit all rights under this Agreement, and agrees to full payment of its pre-discount individual past due balance.

February 2021 Invoice Amount (total of NGS and applicable other utility charges)	\$8,400,066.73
NGS Discount	- \$3,581,181.99
Balance after NGS Discount	\$4,818,884.74
Amount received (as of August 12, 2021)	- \$3,526,308.05
Balance Due	\$1,292,576.69
Settlement Payment	\$1,983,194.25
Settlement Credit (Unadjusted)	-\$690,617.56

2. **Release.** In consideration of the discount set forth in Section 1 above, the sufficiency of which is hereby acknowledged, KJUMP, each of the Participating Schools, and each of their respective agents, successors, assigns, heirs, executors and administrators, (hereinafter collectively referred to as "Releasers") hereby fully release and forever discharge Symmetry and all subsidiary and affiliated companies of Symmetry, and all of their respective directors, officers, employees, agents, successors, assigns, heirs, executors and administrators, insurers, co-insurers, reinsurers, insurance brokers, and all other related persons or entities, past, present, and future (hereinafter collectively referred to as "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, that any

Releasor has, possesses, and asserts, or that any Releasor may have, possess or assert, at any point in time, against any of the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas to KJUMP in February 2021. This release shall cover and include, but shall not be limited to, any claims asserted on behalf of one or more putative classes in the putative class action complaints described in Section 3 below or in any other related or similar class action suit, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations. It is the intent of the Releasors that this Agreement irrevocably bars any claims of any kind or manner that can or may be asserted by Releasors against the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided to KJUMP in February 2021. This release is immediately effective upon full execution of this Settlement Agreement by the Parties.

3. **Notice of Class Action Litigation.** Symmetry has made KJUMP and the Participating Schools aware through Exhibits A and B to this Agreement of two putative class action complaints filed in Texas, related to Symmetry's sale of natural gas: (i) Certified Roses Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action") and (ii) Quasar TMC Morgan, Ltd., et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action") (collectively, the "Lawsuits"). KJUMP and the Participating Schools, acknowledge receipt of Exhibits A and B to this Agreement, namely the two Notices of Class Action Litigation Related to Symmetry's Sale of Natural Gas in February 2021, providing additional information and details regarding the Lawsuits, the claims brought and the relief sought, and ways to learn more about the Lawsuits. By entering into this Agreement, KJUMP and the Participating Schools, are waiving the right to participate in the Lawsuits or any other class or consolidated proceeding, known or unknown, against Symmetry for any alleged harms caused by or related to Symmetry's sale of natural gas or natural gas services provided in February 2021. KJUMP and the Participating Schools, are aware that they are waiving the right to seek the relief sought in the Lawsuits or any other form of monetary damages or judicial relief by entering into this Agreement. KJUMP and the Participating Schools acknowledge that persons who choose to join the Lawsuits may receive more, less, or different relief than that provided to KJUMP and the Participating Schools under the terms of this Agreement. With knowledge of the foregoing, KJUMP and the Participating Schools, have chosen the benefits of this Agreement over any benefits that might be available through participation in the Lawsuits.

4. **Waiver of Class Action Participation.** KJUMP, on its own behalf and on behalf of the Participating Schools, hereby waives any right to participate in any class action lawsuit relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021, including the Lawsuits described in Section 3 above. In addition, if a class is certified in any such

lawsuit, including the Lawsuits described in Section 3 above, relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided in February 2021 and KJUMP and the Participating Schools are included within the scope of the class, KJUMP and the Participating Schools, agrees to opt out of that class within the time allotted to do so.

5. **Confidentiality.** The terms of this Agreement shall be treated as confidential to the fullest extent possible consistent with given the legal obligations of the Parties. Nothing in this confidentiality provision shall prohibit or limit the Parties from disclosing the terms of this Settlement Agreement to necessary employees charged with negotiating, implementing, and enforcing this Agreement; their accountants and attorneys; their officers and directors; the boards of each Participating School; and as otherwise required by law, including any applicable open records or freedom of information statutes. The Parties may also disclose to any third parties, courts or tribunals the fact that Symmetry and KJUMP have entered into an agreement to resolve all issues between them related to the February 2021 Invoices and Symmetry's sale of natural gas or natural gas services provided in February 2021. Symmetry may also disclose the content and terms of this Settlement Agreement to the extent necessary to the defense or settlement of the Certified Roses Action, Quasar Action or any other class action or consolidated or representative proceeding related to Symmetry's sale of natural gas in February 2021, and to any government entities, agencies, or regulatory authorities. This provision is a material term and is essential consideration for entering into this Settlement Agreement. Disclosure of information pertaining to this Settlement Agreement, except where provided for under the specific conditions described herein, shall be considered a material breach of this Settlement Agreement. KJUMP and each Participating School acknowledges that compliance with this Confidentiality section is material to Symmetry entering into this Settlement Agreement, and each Participating School further agrees that it will be obligated to repay the discount from the February 2021 Invoices set forth in Section 1 if any such Participating School breaches the obligations set forth in this Section.

6. **Indemnification.** KJUMP and each Participating School agrees that indemnification of any applicable penalties related to Symmetry's sale of natural gas in February 2021 shall be governed by Section 6 of the General Terms and Conditions. A copy of the Contract is attached hereto as Exhibit C.

7. **Utility Fees.** KJUMP and the Participating Schools agree and acknowledge that the Transport Pass-Through Fee on the February 2021 Invoices are fees that are charged and calculated by the utility and are consolidated on Symmetry's invoices to KJUMP every month in the normal course of business, that Symmetry did not calculate the Transport Pass-Through Fees on the February 2021 Invoices, and that such fees are not penalties as set forth in Section 6 of this Agreement and Section 6 of the Contract.

8. **KJUMP's Right to Independent Advice.** KJUMP and the Participating Schools acknowledge that the decision whether or not to enter into this Agreement is entirely voluntary on the part of KJUMP and the Participating Schools. KJUMP and the Participating Schools further acknowledge that Symmetry has informed KJUMP and the Participating Schools that it cannot give KJUMP or any of the Participating Schools legal advice. Symmetry has also informed KJUMP and the Participating Schools of their right to consult with legal counsel, and KJUMP and the Participating Schools acknowledge that they have had adequate time to do so before executing this Agreement.

9. **Taxes.** KJUMP and the Participating Schools agrees that all tax liability which may result from the payment of money as set forth herein rests with KJUMP and the Participating Schools alone. KJUMP and the Participating Schools expressly acknowledge that they have had the opportunity to consult, if they so desire, with a tax adviser of their choosing prior to the signing of this Settlement Agreement.

10. **Governing Law and Dispute Resolution.** This Agreement is to be construed and governed by the laws of the State of Kansas, exclusive of its choice of law rules. In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes or claims, including as to arbitrability, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. As the procedure for arbitration, Symmetry shall first propose to KJUMP three potential arbitrators from AAA within fifteen (15) days' notification of a dispute. If KJUMP rejects all of Symmetry's proposed arbitrators, KJUMP may propose within fifteen (15) days of being notified of Symmetry's choices three (3) additional potential arbitrators. Symmetry shall then have fifteen (15) days to accept or reject KJUMP's proposed arbitrator choices. If the Parties cannot agree on an arbitrator following this procedure, AAA will select the arbitrator. The substantially prevailing party in such arbitration shall be entitled to an award of attorney's fees and costs. The arbitration venue shall be seated in Kansas City, Kansas. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. **No Admission of Liability or Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by any Party of liability to the other. Nothing contained herein shall constitute an adjudication or finding on the merits as to any obligation or liability of any Party.

12. **Warranties of the Parties.** Each Party represents and warrants to the other that it now possesses, and that it has not assigned to any other person or entity, the claims against the other Party that it is releasing herein. Each Party also represents and warrants that its representative who signs this Settlement Agreement is duly authorized to bind it (and, in the case of KJUMP, to bind each of the Participating Schools) to the terms of this Settlement Agreement.

13. **Binding Effect.** All of the obligations, terms, provisions, and releases set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

14. **Amendment.** This Agreement may not be waived, changed, amended, modified, or otherwise altered except in writing executed by the Party against which such amendment, modification, alteration, or waiver is sought to be enforced.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, negotiations, and communications concerning the subject matter hereof are deemed merged herein.

16. **Section Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Settlement Agreement.

17. **Severability.** If any part of this Agreement is determined to be unenforceable under any law whatsoever, the remaining parts of the Agreement shall be given full effect. The Parties agree that if any portion of the Agreement or the Agreement in whole are found unenforceable under any law whatsoever, the Parties will execute and deliver such additional documents as may be convenient or necessary for the purpose of effectuating settlement and release of claims as set forth above.

18. **Counterpart Execution.** This Agreement may be executed in counterparts and facsimile or electronic signatures shall have the same force and effect as original signatures.

19. **Public Statement.** At Symmetry's option, KJUMP agrees to make a public statement regarding the resolution of the Participating Schools', or most of the Participating Schools', disputes with Symmetry, acknowledging Symmetry's good faith efforts and significant accommodation of the Schools' interests, the distinct nature of the KJUMP Contract, and any other matters reasonably requested by Symmetry.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates specified below.

SYMMETRY ENERGY SOLUTIONS, LLC

By ^{DocuSigned by:} Brian Harrison
(224438348401414)

Date: 8/16/2021

Printed Name: Brian Harrison

Title: VP, Sales & Origination

EXECUTION COPY

On behalf of **BUTLER COMMUNITY COLLEGE,**

By: _____
Name: Lance Lechtenberg
Title: ~~Board of Education President~~
Board of Trustees Chair

By: *Dr. Kimberly W. Krull*

Name: Dr. Kimberly Krull
Title: ~~Superintendent of Schools~~ / President
President, Butler Community College

Date

EXHIBIT A

NOTICE OF CLASS ACTION LITIGATION RELATED TO SYMMETRY'S SALE OF NATURAL GAS IN FEBRUARY 2021

A putative class action lawsuit has been filed to date against Symmetry Energy Solutions, LLC ("Symmetry") related to Symmetry's sale of natural gas in February 2021.

Jurisdiction. The class action complaint has been filed in the United States District Court for the Eastern District of Texas.

Class Action Lawsuit. The class action lawsuit is: Certified Roses, Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action" or the "Lawsuit").

Description. The named plaintiffs in the Certified Roses Action seek to represent a class of persons or entities in the United States who purchased or obtained natural gas services from Symmetry "and were charged and/or paid excessive and/or exorbitant natural gas prices and costs during and because of Winter Storm Uri of February 2021." The plaintiffs assert various claims, including claims for breach of contract, violations of the Texas Deceptive Trade Practices Act, negligent misrepresentation, negligence, and for injunctive and declaratory relief. The complaint seeks, among other types of relief, compensatory damages, statutory and treble damages, punitive damages, a constructive trust, restitution, injunctive relief and other equitable relief, pre-judgment and post-judgment interest, reasonable attorneys' fees and expenses, costs of court, all costs and reasonable attorneys' fees as allowed by statute and such other relief as the Court deems just.

Right to Independent Advice/Counsel. The decision whether or not to enter into a settlement and release agreement with Symmetry is entirely voluntary on your part. Symmetry is not your counsel and cannot provide you legal advice. You have the right to consult with legal counsel or other representation prior to entering into a settlement and release agreement with Symmetry, and Symmetry encourages you to do so.

Additional Information. You may obtain additional information about the Certified Roses Action by consulting with your own counsel, researching the public case docket, or contacting counsel for the named plaintiffs in the Certified Roses Action at the following:

Derek H. Potts, Esq.
T. Micah Dortch, Esq.
J. Ryan Fowler, Esq.
THE POTTS LAW FIRM, LLP
3737 Buffalo Speedway, Suite 1900
Houston, Texas 77098
(713) 963-8881
dpotts@potts-law.com

mdortch@potts-law.com
rfowler@potts-law.com

Effect of Settlement and Release. Among other things, by entering into a settlement and release agreement with Symmetry, you will be waiving the right to participate in the Lawsuit or any other individual, class or consolidated or representative proceeding against Symmetry for any alleged harms arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021. You will also be waiving and releasing the right to participate in any settlement of the Lawsuit. You will also be waiving the right to seek the relief sought in the Lawsuit, any settlement of the Lawsuit or any other forms of monetary damages, judicial relief or other resolution. Persons who choose to join the Lawsuit may receive more, less, or different relief than that provided to you under the terms of a settlement and release agreement.

EXHIBIT B

NOTICE OF CLASS ACTION LITIGATION RELATED TO SYMMETRY'S SALE OF NATURAL GAS IN FEBRUARY 2021

A putative class action lawsuit has been filed to date against Symmetry Energy Solutions, LLC ("Symmetry") related to Symmetry's sale of natural gas in February 2021.

Jurisdiction. The class action complaint has been filed in the District Court of Harris County, Texas, 281st Judicial District.

Class Action Lawsuit. The class action lawsuit is: Quasar TMC Morgan, Ltd. et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action" or the "Lawsuit").

Description. The named plaintiffs in the Quasar Action seek to represent a class of persons or entities in the United States who purchased or obtained natural gas in Texas from Symmetry "and were charged and/or paid exorbitant, excessive, and/or unconscionable rates or amounts for natural gas during the pendency of Governor Abbot's declaration of disaster of February 12, 2021." The plaintiffs assert a claim for breach of contract, and claims for injunctive and declaratory relief. The complaint seeks, among other types of relief, actual damages, injunctive relief and other equitable relief, pre-judgment and post-judgment interest, costs of court, reasonable attorneys' fees as allowed by statute, and such other relief as the Court deems just.

Right to Independent Advice/Counsel. The decision whether or not to enter into a settlement and release agreement with Symmetry is entirely voluntary on your part. Symmetry is not your counsel and cannot provide you legal advice. You have the right to consult with legal counsel or other representation prior to entering into a settlement and release agreement with Symmetry, and Symmetry encourages you to do so.

Additional Information. You may obtain additional information about the Quasar Action by consulting with your own counsel, researching the public case docket, or contacting counsel for the named plaintiffs in the Quasar Action at the following:

Peter B. Schneider, Esq.
Ryan Hicks, Esq.
SCHNEIDER WALLACE COTTRELL KONECKY, LLP
3700 Buffalo Speedway, Suite 960
Houston, Texas 77098
(713) 338-2560
pschneider@schneiderwallace.com
rhicks@schneiderwallace.com

Jerry Hecht, Esq.
HECHT & ASSOCIATES
5433 Westheimer Rd., Suite 875

[Document title]

Houston, Texas 77056
(713) 554-3025
trialatt@aol.com

Effect of Settlement and Release. Among other things, by entering into a settlement and release agreement with Symmetry, you will be waiving the right to participate in the Lawsuit or any other individual, class or consolidated or representative proceeding against Symmetry for any alleged harms arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021. You will also be waiving and releasing the right to participate in any settlement of the Lawsuit. You will also be waiving the right to seek the relief sought in the Lawsuit, any settlement of the Lawsuit or any other forms of monetary damages, judicial relief or other resolution. Persons who choose to join the Lawsuit may receive more, less, or different relief than that provided to you under the terms of a settlement and release agreement.

[Document title]

EXHIBIT C

[Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, and Transaction Confirmation No. 665348 (KGS Market Zone), No. 665349 (KGS T-System), 655350 (KGS Production Zone), No. 665351 (SS Atmos Production Zone), No. 665352 (SS Atmos Market Zone), No. 665353 (SS MWE Production Zone), No. 665357 (SS Black Hills Energy Production Zone); No. 665500 (Tallgrass MWE Deliveries); No. 665501 (Tallgrass BHE Delivery); No. 665502 (SS Direct Production Zone); No. 665503 (KGSML Atmos Deliveries); No. 665607 (PEPL BHE Delivery); No. 665608 (NNG BHE Delivery); No. 665610 (PEPL Field Delivery to KGS); No. 665613 (PEPL Market Delivery to KGS); No. 665614 (NNG KGS Delivery); No. 665615 (NGPL KGS Delivery); No. 665616 (WTG BHE Delivery); and No. 665617 (CIG MWE Delivery)]

TOPIC for ACTION
Wood River Natural Gas Contract

REPORT:

Butler Community College has been and is currently a member of the KJUMP program for the purchase of natural gas, KJUMP is sponsored by the Kansas Association of School Boards (KASB). KJUMP will cease to exist on September 30 and be replaced by the KASB Energy Management Program, referred to as KBS.

KBS has negotiated an agreement with Wood River Energy of which Butler has the opportunity to participate. The program will have a fixed rate of \$4.26MM Btu for five years.

RECOMMENDED ACTION:

Approve the attached KASB Kansas Energy Management Program Member Participation and Agency Agreement.

RECOMMENDED FUNDING SOURCE:

General Fund existing budget.

Submitted by: Kent Williams, Vice President of Finance

Date: September 2, 2021

Supervisor: Kim Krull

KASB Energy Management Program



Kansas Board Solutions, Inc.

Rod Spangler,
Assistant Executive Director & CEO - Kansas Board
Solutions, Inc. Kansas Association of School Boards

rodspangler@kasb.org



Mike Thomas,
Vice President - WoodRiver Energy

mthomas@woodriverenergy.com

Butler Community College

Please sign and submit the following documents

KANSAS ASSOCIATION OF SCHOOL BOARDS KANSAS ENERGY MANAGEMENT PROGRAM

MEMBER PARTICIPATION AND AGENCY AGREEMENT

Butler Community College (the "Member"), Kansas Board Solutions, Inc., (KBS) – on behalf of the Kansas Association of School Boards (KASB) Energy Management Program, previously known as KJUMP (KBS and the KASB Energy Management Program, collectively, "Agent") and WoodRiver Energy, LLC (the Natural Gas Contract Program Administrator (the "Program Administrator")

(each also referred to herein as a "Party" and collectively the "Parties") hereby agreed that the Member will participate in the KBS Energy Management Program (Program) administered by the Program Administrator in accordance with this Member Participation Agreement ("Agreement") with KBS acting as agent for the Member.

The date of this Agreement is _____ (the "Effective Date").

Definitions:

"Gas" means any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.

"Gas Supply Contracts" means the Base Contract for the Sale of Natural Gas by and between Program Administrator and Agent (on behalf of Member) dated 8/4/21, as amended from time to time (the "Base Contract"), and any Confirmation entered into pursuant to the certain Base Contract. A copy of the Form of the Base Contract and initial Confirmation are attached hereto as Attachment A.

"Pipeline" means any utility or local distribution company ("LDC") pipeline, distribution system, or storage facility including, those identified in the applicable Transportation Agreement(s).

"Transportation Agreements" means a contract or agreement for transportation, distribution, or storage service entered into by and between Member and the Pipeline utility or LDC as such agreements are identified on Attachment B.

The base term of this Agreement shall be five years (the "Term"), which is the term of the form of the initial Confirmation in Attachment A, hereto. In the event the Gas Supply Contracts applying to Member are extended, notwithstanding any other provision of this Agreement, the Term shall be extended to be concurrent with the extended Gas Supply Contracts upon written notice from Agent to Member.

Member hereby appoints KBS to serve as its exclusive agent to execute and manage the Gas Supply Contracts and the Transportation Agreements throughout the Term of this Agreement. To the extent necessary, Agent and Member will execute an agreement (examples include the Kansas Gas Service Transportation Affidavit and the Atmos Energy Agency Letter Form) provided by the Pipeline utility or LDC to authorize Agent to manage the Transportation Agreements ("Transportation Agency

Agreements"). A copy of each Transportation Agency Agreement will be provided to all Parties. Agent shall have no authority to undertake action on behalf of Member that is beyond the scope of the authorization stated in this Agreement. In no event shall Agent, in its capacity as agent or otherwise, take title to the Gas being transported under the Transportation Agreements or be responsible for any charges related to the Gas Supply Contracts or Transportation Agreements. Program Administrator has read and acknowledges the agency agreed to in this Agreement.

The Member assigns and grants Agent the sole right and discretion to contract with the Program Administrator on its behalf to administer the operation of the Program, by and on behalf of the Member. As consideration for these services the member will pay the Agent as a component part of the fixed price contract amount of \$4.26 per MMBtu, the amount of 10 cents per MMBtu, which will be paid to Agent by WoodRiver on a quarterly basis. The Member further understands, acknowledges and agrees that the Program Administrator will sell Gas to the Member for the Member's use pursuant to the Gas Supply Contracts. The Program Administrator will provide the Member with a single monthly statement consolidating its' gas bill under the Gas Supply Contracts including the Program Administration Fee. Member will be responsible for payment of the bills and provides it full support and credit to the Program Administrator in consideration for the Gas Supply Contracts. The Program Administrator will consolidate the Program Administration Fee paid monthly by the Members and remit the full amount collected to the Agent within sixty (60) days after the end of each calendar quarter.

Agent is not responsible for the actions of the Program Administrator or any of its authorized subcontractors providing services to the Member, nor is it responsible for the actions of the Member. To the extent authorized by law, the Member agrees to defend, indemnify, and hold harmless Agent from any and all claims, loss damages, and attorney's fees and expenses associated therewith incurred as a result of any claim against Agent arising out of or premised upon any action of the Member or the employees, agents or subcontractors of the Member; or, any and all claims, loss damages, and attorney's fees and expenses associated therewith incurred as a result of any claim or action arising out of the relationship between the Member and or the Program Administrator, or the employees, agents or subcontractors of the Member or Program Administrator.

No Party or its directors, trustees, agents, officers, or employees, shall be liable to any other Party, its directors, trustees, agents, officers, or employees, for any punitive, consequential, incidental, indirect, exemplary or special damages arising out of a claim related to this Agreement, whether as a result of a breach of contract, breach of warranty, tort liability (including both negligence and strict liability), strict liability or otherwise.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Agreement shall be deemed to be in full force and effect as if such invalid provision was not contained herein.

The Parties agree to execute and deliver such additional instruments or documents as may be necessary to carry out the purposes of this agreement

This Agreement contains all of the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, amendments to agreements, arrangements and

communications, between the parties concerning such subject matter, whether oral or written, except as specifically provided otherwise in this Agreement. This Agreement has been duly authorized, executed and delivered by the parties hereto and constitutes a legal, valid and binding obligation of the

Parties. The signatures hereto represent and warrant that they are duly authorized to execute the Agreement on behalf of their principal.

Butler Community College

By: _____

Print Name: Kimberly Krull

President


WoodRiver Energy, LLC

By: _____

Print Name: Jo Moak

Administrative Manager

Kansas Board Solutions, Inc. (KBS) -- on behalf of the Kansas Association of School Boards, Inc. (KASB) Energy Management Program, previously known as KJUMP

By:  _____

Rodney R. Spangler

CEO- Kansas Board Solutions, Inc.

Base Contract for Sale and Purchase of Natural Gas
 This base Contract is entered into as of the following date: 8/4/21

PARTY A WOODRIVER ENERGY, L.L.C.	PARTY NAME	PARTY B Kansas Board Solutions, Inc. (KBS) a wholly owned subsidiary of Kansas Association of School Boards, Inc as Agent for its Kansas Energy Management Program (formerly known as KJUMP) Members
633 17 th St., Ste 1410 Denver, CO 80202	ADDRESS	1420 SW Arrowhead Rd Topeka, Kansas 66604
www.woodriverenergy.com	BUSINESS WEBSITE	www.kash.org
	CONTRACT NUMBER	
079366805	D-U-N-S® NUMBER	
<input checked="" type="checkbox"/> US FEDERAL: 46-4484599	TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL: <input type="checkbox"/> OTHER:
<input type="checkbox"/> OTHER: Colorado	JURISDICTION OF ORGANIZATION	Kansas
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	COMPANY TYPE	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: Government
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
WoodRiver Energy, L.L.C. ATTN: Jo Nanette Mbak TEL#: 719-263-5720 FAX#: 303-238-3301 EMAIL: jo.mbak@woodriverenergy.com	• COMMERCIAL	ATTN: Rod Spangler TEL#: 785-273-2660 FAX: EMAIL: rodspangler@kash.org
WoodRiver Energy, L.L.C. ATTN: Scheduling TEL#: 978-471-9112 FAX#: 303-238-3301 EMAIL: scheduling@woodriverenergy.com	• SCHEDULING	ATTN: Rod Spangler TEL#: 785-273-2660 FAX: EMAIL: rodspangler@kash.org
WoodRiver Energy, L.L.C. ATTN: Jo Nanette Mbak TEL#: 719-263-5720 FAX#: 303-238-3301 EMAIL: jo.mbak@woodriverenergy.com	• CONTRACT AND LEGAL NOTICES	ATTN: same as above TEL#: FAX: EMAIL:
WoodRiver Energy, L.L.C. ATTN: Lauren Smarch TEL#: 303-935-3696 FAX#: 303-238-3301 EMAIL: lauren.smarch@woodriverenergy.com	• CREDIT	ATTN: same as above TEL#: FAX: EMAIL:
WoodRiver Energy, L.L.C. ATTN: Jo Nanette Mbak TEL#: 719-263-5720 FAX#: 303-238-3301 EMAIL: jo.mbak@woodriverenergy.com	• TRANSACTION CONFIRMATIONS	ATTN: same as above TEL#: FAX: EMAIL:
ACCOUNTING INFORMATION		
WoodRiver Energy, L.L.C. ATTN: Accounts Receivable TEL#: 1-888-510-9315 Opt #2 FAX#: 303-238-3301 EMAIL: ar@woodriverenergy.com	• INVOICES • PAYMENTS • SETTLEMENTS	ATTN: same as above TEL#: FAX: EMAIL:
BANK: JPM Chase ABA: 021000021 ACCT: 639976898 OTHER DETAILS:	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: Equity Bank ABA: 01105254 ACCT: 7701023091 OTHER DETAILS:
BANK: JPM Chase ABA: 111000614 ACCT: 639976898 OTHER DETAILS:	ACH NUMBERS (IF APPLICABLE)	BANK: Equity Bank ABA: 01105254 ACCT: 7701023091 OTHER DETAILS:

ATTN: WoodRiver Energy, LLC ADDRESS: PO Box 732686, Dallas TX 75373-2686	CHECKS (IF APPLICABLE)	ATTN: <u>N/A</u> ADDRESS: _____
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Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure <input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written	Section 10.2 Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Incurredness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default Specified Transactions: _____ _____
Section 2.7 Confirm Deadline <input type="checkbox"/> 2 Business Days after receipt (default) OR <input checked="" type="checkbox"/> 5 Business Days after receipt	
Section 2.8 Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer	
Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
<i>Note: The following Spot Price Publication applies to both of the immediately preceding.</i>	
Section 2.31 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs <input type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	Section 15.5 Choice Of Law <u>Kansas</u>
Section 7.2 Method of Payment <input type="checkbox"/> Wire transfer (default) <input checked="" type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	Section 15.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions Number of sheets attached: <u>2</u> <input type="checkbox"/> Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

WOODRIVER ENERGY, L.L.C.			
By: 		SIGNATURE	By: 
Jo Nanette Moak		PRINTED NAME	Rodney R. Spangle
Administrative Manager		TITLE	CEO KS Board Solutions, Inc

General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.
- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any,

obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting

documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such disputes, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.6, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the

creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

<p>Other Agreement Setoffs Apply:</p> <p>Bilateral Setoff Option:</p> <p>10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.</p> <p>Triangular Setoff Option:</p> <p>10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.</p> <p>Other Agreement Setoffs Do Not Apply:</p> <p>10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.</p>

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe;

(iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuation or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.


15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

 WoodRiver Energy empowering your passion	Date: _____ Transaction Confirmation #: _____
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract. The Term of this Transaction Confirmation shall be from October 1, 2021 to October 1, 2026.	
SELLER: WoodRiver Energy, L.L.C. 633 17 th St., Ste 1410 Denver, CO 80202 Attn: Jo Moak Phone: 719-263-5720 Email: jo.moak@woodriverenergy.com	BUYER: KBS as Agent for its' Kansas Energy Management Program (formerly known as KJUMP) Members (as shown in the attached Schedule 1, as may be amended on an annual basis as required below) Insert Address: <i>1420 SW Arrowhead Tapeka KS 66604</i>
Contract Price: The Base Contract Price for the Contract Quantity described hereinbelow shall be defined as a fixed price of \$4.26 per MMBtu. The Contract Price will not change during the Term of this Transaction Confirmation absent a material adverse event (such as a tariff increase (or decrease) of over 10%) in which case the Contract Price shall be adjusted by such change.	
Delivery Period: Concurrent with Term	
Performance Obligation and Contract Quantity: Full Requirements Service During periods of daily balancing, OFO's or other critical notice periods, Buyer may be required to limit usage to the average daily baseload volume, additional gas may be bought/sold.	
Delivery Point(s): See Deliver Point meters set forth in Schedule 1.	
Estimated Monthly Quantities: Estimated quantities are shown for each Kansas Energy Management Program Member, by Delivery Point meter, by month, in the attached Schedule 1. Buyer will update quantities, by Delivery Point meter, by month, annually on the anniversary of this Transaction Confirmation to the extent any estimated quantity is reasonably anticipated, based on known or reasonably known changes to the facilities or facilities usage of any Kansas Energy Management Program Member, to vary from the prior schedule by more than 10% or any new meter is added by any Kansas Energy Management Program Member.	
Seller: WOODRIVER ENERGY, L.L.C. By: <i>[Signature]</i> Title: Jo Nanette Moak, Administrative Manager Date: August 4, 2021	Buyer: <i>[Signature]</i> By: _____ Title: <i>CEO Kansas Board Solution Inc</i> Date: <i>8/4/21</i>

SPECIAL PROVISIONS TO
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

These Special Provisions ("Special Provisions") to the Base Contract for Sale and Purchase of Natural Gas and General Terms and Conditions thereto ("Base Contract") dated June 1, 2018, by and between WoodRiver Energy L.L.C. and KBS as Agent for its' Kansas Energy Management Program (formerly known as KJUMP) Members, shall supplement and form part of the Base Contract. Except as otherwise set forth in these Special Provisions, all of the terms and conditions of the Base Contract shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Special Provisions and the terms and conditions set forth in the Base Contract, the terms and conditions set forth in these Special Provisions shall prevail. The defined terms and used herein shall have the same meaning as set forth in the Base Contract.

The General Terms and Conditions of the Base Contract shall be modified by insertion of the new sections 2.19.1, 4.4, 4.5, 4.6, 7.8, 11.7, 15.13, 15.14

- 2.19.1 **"Full Requirements Service"** shall require that Seller be the sole source of Gas for 100% of Buyer's purchased supply needs including all services specified by the Transporter tariff then in effect, as required to supply Buyer's demand at the Delivery Point(s).
- 4.5 4.5 If there is a material change in any existing law, order, or applicable pipeline tariff regarding imbalances, Seller may terminate this Agreement at any time after the first 2 years, upon 365 days advance notice to terminate at the end of Year 3 of this Agreement. Material change is defined to mean a requirement of daily balancing within a 5% tolerance or the elimination of a group, pool, or aggregation balancing of supplies and deliveries of natural gas hereunder. The Parties will use all reasonable efforts to communicate any such change, whether or not material.
- 4.6 Notwithstanding anything hereinabove to the contrary, during the term of any period of daily balancing, operational flow order, critical notice or other like event declared by an Transporter for any transaction, Seller reserves the right to purchase Excess Quantities or to sell Shortfall Quantities at current market prices as determined by Seller in its reasonable discretion during the term of any period of daily balancing, operational flow order, critical notice or other like event declared by a Transporter and Seller has provided prior written notice (via email) of the aforementioned 'event' to Buyer prior to Seller's purchase or sale of gas. However, no excess purchases on behalf of the Buyer shall be billed to Buyer.
- 7.1 Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, including an administrative services fee for Agent, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced

quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.8 Venue for any action tried hereunder shall be in Kansas City, Kansas, whether in federal or state court.

11.7 An event of Force Majeure shall not excuse either party from liquidated damages related to the settlement of any quantities.

15.13 The parties hereby agree and understand that any reference to NYMEX or OTC price indicators, or any utilization of these exchanges by Seller is specifically in connection with Seller's cash market operations, and shall not in any way subject Seller to the Commodity Exchange Act ("CEA"). Neither Seller nor any of its employees or affiliates is acting as a Broker, Dealer, or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is specifically not offering to Buyer or advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Seller also may provide industry fundamentals, and other conditions affecting the energy markets. Seller provides any such material for information purposes only and not to recommend any transaction, course of dealing or strategy with respect to such markets. Through providing this information, WoodRiver in no way acts as a Commodity Trading Advisor, Broker, or Dealer. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.

15.14 Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind.

WOODRIVER ENERGY, L.L.C.
(Seller)


(Buyer)

By: 
Title: Jo Nanette Moak, Administrative Manager

By: _____
Title: CEO Kansas Board of Electricity Ins.

Date: August 4, 2021

Date: 8/4/21

Account No: See attached list
Meter No: _____
Meter No: _____
Meter No: _____



Mike Thomas

TRANSPORTATION AFFIDAVIT

Butler Community College, whose facilities are located at,
Legal Account/Customer Name

Ed Dorado, KS 67042 transports natural gas through the facilities of
Physical Meter Address
Kansas Gas Service, a division of ONE Gas Inc., pursuant to its applicable tariffs.

This affidavit is effective: October 1, 2021 whereby authorize:
Effective Date Start of Transport

Wood River Energy, LLC **to:**
Third Party Marketer Name

- Forward to Kansas Gas Service Company our monthly nomination and any nomination revisions.
- Receive information concerning our accounts.
- Receive duplicate monthly billing statements upon request.
- Coordinate the aggregation of my natural gas usage with that of other Kansas Gas Service customers also served by the same marketer for purposes of balancing.

A security deposit may be assessed or adjusted in transitioning from General Service to Transportation.

These authorizations will continue until a subsequent Transportation Affidavit or written cancellation is provided to Kansas Gas Service Company.

Signature X _____ Title: President
 Printed Name: kimberly krull Phone: _____
 Signatory - Email Address: kkru11@butlercc.edu
 Signatory- Mailing Address: _____
 Billing Address: _____

Emergency Contact Information:

Primary:

_____ <small>Name</small>	_____ <small>Title</small>	_____ <small>Email</small>
_____ <small>Day Phone</small>	_____ <small>Evening Phone</small>	_____ <small>Cell/Pager</small>

Secondary:

_____ <small>Name</small>	_____ <small>Title</small>	_____ <small>Email</small>
_____ <small>Day Phone</small>	_____ <small>Evening Phone</small>	_____ <small>Cell/Pager</small>

NO.	Customer	Location Name	Utility Account/ meter
50	Butler Community College	Butler Community College--S12980	1201726391
50	Butler Community College	Butler Community College--S12976	1208062792
50	Butler Community College	Butler Community College--S12979	1208265861
50	Butler Community College	Butler Community College--S12978	1209545444
50	Butler Community College	Butler Community College--S17882	1200847007
50	Butler Community College	Butler Community College--S12977	1209828046

TOPIC for ACTION
ReeceNichols-9100 Building Agreement

REPORT:

For a few years, the Board and Administration have discussed the future of the 9100 Building. With the completion of the 5000 Building renovation project, classes and offices housed in the 9100 Building were moved to the 5000 Building. At the direction of the Board, Dr. Krull, Kent Williams, Lynn Umholtz and Ireland Turner met with John Rupp, ReeceNichols South Central Kansas the end of March to walk through the 9100 Building and seek ideas about the potential sale of the building. At the April Board meeting, the Board requested Mark Sudduth, Realty Executives Sudduth Realty, Inc. and Jeremy Sundgren, Sundgren Realty also be contacted to provide their general ideas for the 9100 Building. Dr. Krull, Kent Williams, Lynn Umholtz, and Ireland Turner met with both in May.

Jeremy Sundgren and John Rupp joined the Board meeting in June to provide insight into the 9100 Building. The Board gave direction at the end of June to work with John Rupp for the sale of the 9100 Building. The contract to engage John Rupp, ReeceNichols South Central Kansas is included.

RECOMMENDED ACTION:

The administration recommends entering into an agreement with John Rupp, ReeceNichols to assist in the sale of the 9100 Building.

RECOMMENDED FUNDING SOURCE:

Operational Budget

Submitted by: Dr. Kimberly Krull
Supervisor: Lance Lechtenberg
Date: September 1, 2021



AUCTION EXCLUSIVE RIGHT TO REPRESENT SELLER CONTRACT

This Auction Exclusive Right to Represent Seller Contract between Butler County Community College, SELLER (collectively, "OWNER") and ReeceNichols South Central Kansas ("BROKER") for the property described below:

1. The Property:

Fortney Acres, Section 05, Township 27, Range 03 East, Lot 3, Acres 4 or more commonly known as 110 East 21st Street, Andover, Kansas 67002

(the "Property"). If a more accurate description of the Property is set forth in any contract executed by OWNER, or in any survey or title commitment prepared pursuant to any contract, then the more accurate description will be deemed to be incorporated into this Contract as the description of the Property. OWNER acknowledges that OWNER is responsible for providing BROKER with a legally accurate description of the Property. See attached Exhibit "A" for a visual depiction of Property.

2. **Terms and Conditions of Sale.** OWNER desires to retain the services of BROKER to help OWNER sell the Property. OWNER appoints BROKER as OWNER'S exclusive agent for the Term (described herein), under the terms and conditions set forth in this Contract, with the exclusive right to auction/list and sell the Property. This Contract is EXCLUSIVE for a period beginning on the Effective Date of the Contract and ending at 11:59 p.m. six (6) months after the Auction Date. OWNER hereby warrants to BROKER that this is the one and only Right to Represent Seller Contract in effect regarding the Property and OWNER has the capacity to convey merchantable title to the Property.

The successful bidder shall be required to deposit \$70,000.00 as earnest money at the day of auction. Checks will be made payable to and held in escrow by a title insurance company to be named.

3. **Type of Auction.** The Property will be sold subject to OWNER confirmation (i.e. when the high bid is determined at the sale, the BROKER shall notify OWNER to obtain OWNER's approval or rejection of that bid).

4. **Sale Prior to Auction.** Property is subject to sale prior to auction.

5. **Auction Format, Date, Time & Location.** To be mutually agreed upon between OWNER and BROKER unless otherwise stated.

6. **Closing Date.** Closing shall occur forty-five (45) days from the full execution of a Real Estate Purchase Contract.

7. **Advertising and Promotion.** OWNER agrees to pay BROKER a marketing fee of \$2,500.00 upon execution of this Contract to be applied toward the cost of advertising and marketing expense for the subject Property.

8. **Listing Services.** OWNER authorizes BROKER to: (i) Cooperate and share the commission payable under this Contract with other brokers including brokers who have been employed as Buyer agents, transaction brokers, or designated agents, subject, where applicable, to authorization as otherwise provided in this Contract; (ii) Submit pertinent information, including images when applicable, concerning the Property to any listing service to which BROKER subscribes and to abide by the rules of the listing service; (iii) Obtain information on mortgages, liens and other encumbrances that may be reflected on the condition of title to the Property; (iv) Use, modify, and publish any photographs, floor plans, architectural drawings, video, audio, or other copyrightable material related to the Property ("Works"), and to incorporate such Works into other works in any form; (v) Create listing content that is owned exclusively by BROKER, and to which OWNER has no right, title or interest.

9. **Compensation.** OWNER agrees that commission to BROKER shall be a 10% Buyer's premium which will be added to the final bid price and paid by the Buyer. BROKER will offer to a participating broker 3% of BROKER's 10% at closing provided their client is the successful bidder.

OWNER authorizes the payment of the commission to BROKER from OWNER'S proceeds at closing. If the Property is not sold during the term of this Contract but a sale is made directly or indirectly within 180 days after this Contract terminates to anyone to whom the Property was shown or submitted during the term of this Contract and whose name BROKER has submitted to in writing to OWNER either prior to or within 10 days from the expiration or cancellation of this Contract, the Commission and other compensation is due and payable to BROKER. OWNER will exclude all such names submitted from any subsequent listing.

10. OWNER Representations.

a. **Title.** OWNER: (i) is the sole fee simple owner of the Property; (ii) is authorized and has the capacity to execute and deliver this Contract; (iii) has the right and authority to convey good and clear title to the Property; and (iv) has the right and authority to sell the Property. OWNER has been informed of OWNER'S responsibility to provide prospects with evidence of clear title when called for in a purchase contract. OWNER authorizes BROKER to order or procure title evidence through Security 1st Title. Title to the property is vested in the name(s) of OWNER.

b. **Legal Action.** OWNER shall notify BROKER in writing if any actions are brought, or OWNER receives any written notices pertaining to, any foreclosure, lien claims, litigation or condemnation proceedings with respect to any part of the Property.

c. **Disclosures.** OWNER understands that under applicable State law, OWNER has a duty to disclose to prospective buyers facts actually known by the OWNER which may materially and adversely affect the value of the Property, including but not limited to structural or mechanical defects and violations of governmental laws, rules and regulations. Except as otherwise noted in writing by OWNER, to the best of OWNER'S knowledge, there are no material, physical, structural or mechanical defects in the Property and there are no hazardous substances, pollutants, or contaminants on the Property, the presence or disposal of which is subject to federal, state or local environmental regulation, nor is there any equipment, storage tank, container or structural element on the Property that contains or utilizes and has released or could release, any such hazardous substance, pollutant or contaminant into the environment or the interior of any building on the Property. BROKER highly advises OWNER to prepare a written disclosure form for prospective buyers and recommends that OWNER consult with legal counsel concerning such disclosure requirements and the completion of any disclosure form.

OWNER will provide all inspection, environmental and any other third party reports and authorizes BROKER to disclose such reports and agrees to hold BROKER, its affiliated licensees and employees, and all cooperating Brokers and their agents and employees harmless for any damages or civil or criminal actions, and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by OWNER in connection with the sale of the Property including, without limitation, the inaccuracy of information provided by OWNER for the preparation of the listing, contained in any disclosure statement, or otherwise provided or omitted in connection with the sale of the Property. OWNER agrees to thoroughly review the listing information prepared by BROKER and advise BROKER immediately of any errors or omissions.

d. **Cooperation.** OWNER will refer all inquiries about the Property to BROKER, and OWNER will conduct negotiations with prospects through BROKER.

e. **Adherence to Applicable Law.** OWNER understands that it must comply with all federal, state and local laws concerning fair housing and acknowledges that federal, state and local laws prohibit discrimination in the sale of property based on race, color, religion, sex, disability, familial status or national origin.

f. **Placement of Signage and Entry onto Property.** OWNER agrees that BROKER may, during the term of this Contract, place a "For Sale" sign on the Property through the closing of the sale. OWNER further authorizes BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show the Property to prospective buyers or other brokers. In order to allow such access to the Property by BROKER, OWNER will furnish BROKER with a key or access code to the Property, and right to install a lockbox at the entrance to the Property. OWNER agrees to keep the Property and any improvements fully insured until closing on a sale of the Property and to leave on any utilities at the Property during the term of this Contract or until possession by a buyer, whichever is later, unless otherwise provided in a contract between OWNER and a buyer.

g. **Indemnity.** OWNER will indemnify, hold harmless and defend BROKER, BROKER'S sales associates and employees against any liability and expense (including, but not limited to, reasonable attorney's fees) due to: (i) acts of third parties; (ii) death of, or personal injury to, any person on the Property; (iii) loss or damage to any personal or real property; (iv) vandalism, theft, accident or casualty; (v) any incomplete, incorrect, misleading or inaccurate information furnished by OWNER about the Property; (vi) concealment by OWNER of any material information about the Property; and (vii) any other cause of damage or loss arising out of the marketing, showing, sale or lease of the Property, except for BROKER'S gross negligence or willful misconduct.

11. Broker Representations.

a. **Performance.** Perform the terms of this Contract, exercise reasonable skill and care for OWNER, and promote the interests of OWNER with the utmost good faith, loyalty and fidelity **unless** acting as a transaction broker and to assist with the closing of a sale of the Property.

b. **Price and Terms.** BROKER will seek a price and terms acceptable to OWNER for a sale of the Property.

c. **Minimum Services.** BROKER will provide, at a minimum, the following services: (i) accept delivery of and present to OWNER all offers and counteroffers to sell OWNER'S Property; (ii) assist OWNER in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived; and (iii) answer OWNER'S questions relating to the offers, counteroffers, notices, and contingencies.

d. **Continuing Marketing Obligations.** BROKER will not be obligated to continue to market the Property or present subsequent offers for sale after an offer for sale has been accepted by OWNER, unless the pending sales contract permits OWNER to continue to market the Property and consider other offers for sale until closing.

e. **Disclosures.** BROKER will disclose to OWNER all adverse material facts actually known by BROKER'S designated agent or agents about a prospective buyer. BROKER will disclose to OWNER any facts known by BROKER'S designated agent or agents which are omitted from or contradict any information included in a written report prepared by a qualified third party. BROKER will further disclose to any prospective buyer all adverse material facts actually known by BROKER'S designated agent or agents including but not limited environmental hazards affecting the Property, material defects in the physical condition of the Property or title thereto, and any material limitation on OWNER'S ability to perform under the terms of a sales contract.

f. **Adherence to Applicable Law.** BROKER will comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.

g. **Confidentiality.** BROKER will keep all information about OWNER confidential unless: disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent misrepresentation; or disclosure is necessary under applicable law to defend the BROKER or affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

12. Brokerage Relationship Disclosure. OWNER hereby acknowledges receipt of Real Estate Brokerage Relationships document, attached hereto and made a part hereof.

13. Brokerage Relationships Confirmation. Unless otherwise provided herein, OWNER authorizes the designated broker to cooperate with and compensate other designated brokers. OWNER consents to a Designated Agency relationship. (Supervising Broker acts as a Transaction Broker); OWNER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum; OWNER consents to the appointment of a Designated Agent for a Buyer in sale of the OWNER'S Property.

14. Notice To Sellers Who Are Foreign Persons. A SELLER who is a foreign person should consult an attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering into negotiations or contracts for the sale of property. (please initial one)

_____ SELLER is **not** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the 160 Internal Revenue Code and Income Tax Regulations).

_____ SELLER **is** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).

15. **Legal and Professional Advice.** BROKER suggests OWNER seek legal, tax, and other professional advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. OWNER is encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by OWNER, but BROKER shall have no liability to OWNER pertaining to such matters.

16. **Governing Law.** This Contract will be governed by the laws of the State of Kansas.

17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties; any prior agreements pertaining thereto, oral or written, have been merged and integrated into this Contract. There shall be no modification of any of the terms of this Contract unless such modification has been agreed to in writing, as provided for in this Contract.

18. **Severability.** If any provision of this Contract is found by a Court to be invalid or unenforceable, said provision will be deemed to be deleted from this Contract, and the remainder of this Contract will continue to be valid and enforceable.

19. **Disclosure of Special Assessments.** In compliance with Kansas law, OWNER hereby discloses to buyer that the Property is subject to special assessments as shown on Exhibit "B," attached hereto and made a part hereof.

20. **Anti-Fraud Disclosure Statement.** Electronic communications such as email and text messages and social media messaging are neither secure nor confidential. While ReeceNichols South Central Kansas has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. ReeceNichols South Central Kansas will never send you any electronic communication with instructions to transfer money or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

21. **Effective Date.** The Effective Date of this Contract will be the last date in which this Contract is accepted and fully executed by OWNER and BROKER.

22. **Electronic Signatures and Transactions.** OWNER and BROKER agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, the BROKER has no authority to enter into electronic agreements with other parties on behalf of OWNER unless authorized to do so by a duly executed power of attorney.

23. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of BROKER and OWNER and their respective heirs, legal representatives, successors, and assigns.

CAREFULLY READ ALL TERMS AND PROVISION ON ALL PAGES OF THIS CONTRACT AND ATTACHMENTS BEFORE SIGNING. WHEN SIGNED, THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

BROKER:
ReeceNichols South Central Kansas

OWNER:
Butler County Community College

By: _____
John Rupp, Designated Agent Date

By: _____
Authorized Signature Date

By: _____
Jake Steven, Designated Agent Date

By: _____
Authorized Signature Date

1551 N. Waterfront Parkway, Suite 301
Wichita, KS 67206
316.260.5900

Exhibit "A"

null
Kansas, AZ 4-

RealtyNichols
Real Estate, Inc.



Commercial & Auction Division
P: 31 82605362 PP6CK.com 1001 N. Wakefield Parkway

M The information contained herein does not constitute an offer or solicitation to sell securities. It is provided for informational purposes only and should not be relied upon for investment decisions.

Exhibit "B"

3/10/2021

TAX INFORMATION MODULE

PROPERTY TAX INFORMATION



[Return To County Website](#) [Logout](#)

Tax History Information

Type RL **CAMA Number** 303 05 0 00 05 003 00 0 01 **Tax Identification** 001-1288000

Owner ID BUTL00126 BUTLER CO COMM COLLEGE **Current Taxes**

Taxpayer ID BUTL00126 BUTLER CO COMM COLLEGE **Current Real Estate Detail**

110 E 21 ST 67002 **GIS Map**

Subdivision FORTNEY ACRES **Block** **Lot(s)** 3 **Section** 5 **Township** 27 **Range** 03 **Print Friendly Version**

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2019	BUTL00126	0037589	001			0.00	0.00	0.00	0.00	Yes	Yes
2018	BUTL00126	0026379	001			0.00	0.00	0.00	0.00	Yes	Yes
2017	BUTL00126	0021498	001			0.00	0.00	0.00	0.00	Yes	Yes
2016	BUTL00126	0017379	001			0.00	0.00	0.00	0.00	Yes	Yes
2015	BUTL00126	0012702	001			0.00	0.00	0.00	0.00	Yes	Yes
2014	BUTL00126	0031553	001			0.00	0.00	0.00	0.00	Yes	Yes
2013	BUTL00126	0026879	001			0.00	0.00	0.00	0.00	Yes	Yes
2012	BUTL00126	0022057	001			0.00	0.00	0.00	0.00	Yes	Yes
2011	BUTL00126	0018036	001			0.00	0.00	0.00	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

[Back To Search Results](#)

[Back To Search Criteria](#)



DON'T LET SCAM ARTISTS STEAL YOUR MONEY!

Because you are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals.** These sophisticated criminals could:

- **Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.**
- **They can even send you emails that appear to be from your agent, your closer or another trusted source!**



WHEN YOU ARE USING REECENICHOLS, WE WILL NEVER ASK YOU TO WIRE MONEY VIA EMAIL, EVER!

If you receive wiring instructions, even if it appears legitimate, **do not send money to that account.** Always call to verify such instructions.

Closing with another company? Always contact the closer directly before wiring any money. To ensure it's the closing company:

- **Do not use a phone number or other contact information from an email.**
- **Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.**
- **Do not share your social security number in an email.**

I acknowledge the above information:

(Buyer/Seller)

(Date)

(Buyer/Seller)

(Date)





Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the client's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

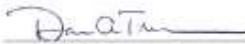
The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

 Licensee


 Supervising/branch broker

ReeceNichols South Central Kansas
 Real estate company name approved by the commission

 Buyer/Seller Acknowledgment (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

#2000



Company/Franchise Disclosure Addendum

(To be used as an attachment to all agency contracts and sales contracts)

_____ **ReeceNichols South Central Kansas** _____ ("BROKER") is an independently owned and operated real estate brokerage and member of ReeceNichols Alliance, Inc.

BROKER is a franchisee and pursuant to the terms of its license agreement, ReeceNichols Alliance, Inc. and ReeceNichols Realtors, Inc. have no legal liability for the conduct and actions of BROKER. BROKER is authorized to use licensor's trade name and insignias.

CAREFULLY READ THE TERMS OF THIS FRANCHISE DISCLOSURE ADDENDUM BEFORE SIGNING. WHEN SIGNED, THIS ADDENDUM BECOMES A PART OF LEGALLY BINDING AGENCY CONTRACTS AND SALES CONTRACTS.

Sign Where Applicable

_____ SELLER/BUYER	_____ Date	_____ SELLER/BUYER	_____ Date
-----------------------	---------------	-----------------------	---------------

Approved for ReeceNichols Alliance members use in Kansas and Missouri. Feb 2017.

TOPIC for ACTION
Culinary Program Food Truck

REPORT:

Butler Community College has the opportunity to purchase a new full-kitchen food truck from Corporate Caterers of Wichita. The truck is a 1998 Chevy P30 that was used as a bread truck. Three years ago, the truck was purchased in Florida by an aspiring chef to sell food. The owner put a brand new kitchen in the truck and used it six times before selling the truck. Corporate Caterers purchased the truck and used it three times before COVID-19 but it has not been used since.

In addition to the new kitchen, the truck has new tires/wheels and a new generator. It has been serviced and inspected and shows no repair issues. Chef Luis Pena and Dean Mel Whiteside have inspected the vehicle and find it in extremely good working order and meeting the needs of the program. The purchase price is \$65,000. The college's purchase of the food truck will allow it to be titled and insured by the college.

RECOMMENDED ACTION:

The Board approve the bill of sale for the purchase of a 1998 Chevy P30 food truck.

RECOMMENDED FUNDING SOURCE:

The Butler Community College Foundation will provide Butler Community College with \$65,000 for the purchase of a 1998 Chevy P30 food truck. The Foundation will also provide funding support for the food truck to be wrapped with Butler Community College colors and logo.

Submitted by: Thomas E. Borrego, Vice President of Institutional Advancement and Special
Assistant to the President,
Supervisor: Dr. Kim Krull, President
Date: September 14, 2021

KANSAS DEPARTMENT OF REVENUE
BILL OF SALE
www.ksrevenue.org

This Bill of Sale is an affidavit of the amount of money or value that was exchanged between the seller(s) and buyer(s) for the vehicle listed herein. ONLY antique vehicles (vehicles 35 years old or older) can have the ownership transferred (sold) by bill of sales. All other vehicles sold by or purchased from a Kansas resident must have the ownership transferred (sold) by assigned title.

Seller Information

Printed Name Beattie L. Arnold
Address 135 N WACO
City Wichita
State KS
ZIP 67202

Buyer Information

Printed Name _____
Address _____
City _____
State _____
ZIP _____

Vehicle Information:

Year 1988 Make Chry - A30 VIN 1GBHP3248W3304157

Purchase Price: \$ 65,000 Date of Sale: _____

By our signatures, we swear and affirm the above stated purchase price is true and accurate under penalty of perjury. I am aware that the law provides severe penalties for making false statements under oath.

Signature of Seller [Signature] Date 9-1-21
Signature of Buyer _____ Date _____

Antique Vehicle Transfer of Ownership
Complete only if no title is available.

This section of the bill of sale is to be used to transfer ownership of an antique vehicle (vehicle that is 35 model years old or older) when there is no Kansas title for the vehicle in the name of the owner / seller. All information in the bill of sale above and the antique vehicle transfer of ownership below MUST be complete for this to be a valid assignment of ownership. If a non-Kansas resident owns the antique vehicle and the vehicle is not maintained / garaged in Kansas, the ownership of the vehicle must be transferred according to the laws of the seller's home state of residence.

I, the undersigned, certify that I am the owner of this antique vehicle, which is listed above, and on this day I have sold and am transferring ownership of this vehicle to _____ listed above as buyer. To the best of my knowledge, no title has been issued in my name for this vehicle in any titling jurisdiction.

I further certify that I will guarantee this vehicle to be free and clear from all defects, liens or encumbrances of any nature whatsoever and that I will indemnify any subsequent purchaser of same for any loss sustained should anyone prove ownership of said vehicle superior to my title.

Date vehicle was sold and delivered: _____

Signature of Seller: _____

Notice to Buyer:

All 1950 or newer antique vehicles sold on a bill of sale must obtain an MVE-1, (Motor Vehicle Examination) issued by the Kansas Highway Patrol or their designee and submit the MVE-1 with this bill of sale when applying for antique title. Application for title must be made within 60 days of the purchase date in the county treasurer's motor vehicle office in the county in which the vehicle will be located / garaged. Penalty will be assessed on and after the 61st day.

TOPIC for ACTION
Adobe Creative Campus and Adobe Sign

REPORT:

Butler Community College must ensure students are provided with the tools to develop the high-demand skills enabling them to ultimately build digital literacy and fluency. The confluence of Adobe Creative Campus and Microsoft 365 will enhance our student's ability to achieve success in today's workforce, as that success is often dependent on their agility across digital platforms. With a largely rural and non-traditional student population and a significant number of Butler students being first generation learners, the college plays an important role in developing the county, region, and states' workforce. A part of that role includes empowering students and faculty with the tools and resources needed to achieve success in today's digital world. Butler's commitment to student success is the primary driving factor in leading the college to become an Adobe Creative Campus.

Butler Community College has a unique opportunity to become the first college in the state of Kansas that is an Adobe Creative Campus. This opportunity will provide the complete Adobe Creative Cloud suite to our students, faculty and staff and integrate digital literacy skills into students' curriculum; preparing students for success in the classroom and in the modern economy while teaching digital literacy skills across disciplines. Adobe provides extensive hands on workshop and mentoring opportunities to faculty to help integrate Adobe Creative programs into their academic curriculum. Becoming an Adobe Creative Campus provides branding that differentiates Butler Community College from other colleges in our state. This differentiator will allow us to market Butler to prospective students, current students, parents and alumni. Students will benefit exponentially by learning the digital skills that Adobe creative cloud provides, giving Butler students an edge in a competitive modern workplace and positions them better for employment success after Butler. Students engagement increases as they become exposed to more immersive course projects, gain confidence and become innovators inside and outside the classroom. Adobe Creative Cloud suite includes 30 plus individual software programs.

Adobe is a Microsoft strategic partner, allowing Adobe Creative Cloud and Adobe Sign to integrate into Butler's current Microsoft environment and LMS Canvas. The proposed ETLA agreement includes the opportunity to implement Adobe Sign. Adobe Sign creates an automated flow for required approvals and signatures on internal documents and documents required of students. This software provides digital signatures, time stamps, and electronic acknowledgements of digital forms. Adobe Sign would be instrumental in collecting documents and signatures for Kansas Promise Act, Financial Aid documentations, internal document approvals and signatures, and vendor related approvals and contract signatures.

The 3-year contract for Adobe Creative and Adobe Sign is \$685,315.12.

RECOMMENDED ACTION:

Recommend the board approve the ETLA agreement to Adobe for Adobe Creative Campus and Adobe Sign to be paid with Cares II HEERF funding.

RECOMMENDED FUNDING SOURCE:

Cares II HEERF funding

Submitted by: Bill Young, Vice President of Digital Transformation/CIO
Supervisor: Dr. Kim Krull, President
Date: 26 August 2021



Adobe Sales Order Amendment

Customer BUTLER COMMUNITY COLLEGE
 Deal Registration ID DR3044031
 Currency USD
 Partner CDW LOGISTICS

Adobe Inc.

Products and Services Pricing Detail:

Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date. Support Services are described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	63310024	Adobe Sign for ent ProSvc Sub:TRN	Advance Annually - In	15,000	Each Transaction Per Year	15 September 2021	14 September 2024

01 Adobe Sign for ent ProSvc Sub:TRN:
 Each twelve-month period during the License Term constitutes one "Year". For the initial Year, the "Transaction Limit" is set as the Quantity of Transactions set forth in the table above. For each Year thereafter, the "Transaction Limit" will be set as the greater of (i) the prior Year's Transaction Limit or (ii) the actual number of Transactions processed by Customer during the prior Year. Each Year, Customer may process Transactions up to the applicable Transaction Limit. Unused Transactions expire at the end of each Year and do not carry over to the next Year. If Customer exceeds the Transaction Limit as tracked and recorded within the On-demand Service administrative console, Adobe will issue a quote to Customer (or reseller, if applicable) for the overage amount and Customer will submit a corresponding purchase order to Adobe (or reseller, if applicable) to facilitate an invoice from Adobe. Adobe will invoice Customer for the excess number of Transactions at a rate of \$2.02 per Transaction. For example, in Year one, Customer's Transaction Limit is 100 Transactions, but Customer processed 250 Transactions. For Year two, Customer's new Transaction Limit is 250 Transactions (instead of 100), and Adobe will invoice Customer for 250 Transactions for Year two as well as for the excess 150 Transactions processed in Year one. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

Creative Cloud, Document Cloud and Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term. "Support" services for the Products and Services are described at <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
02	65313791	All Apps HED Faculty/Staff*	Advance Annually - In	532	Enterprise-Wide	4 August 2021	14 September 2021
03	65297410	Shared Device License HED*	Advance Annually - In	150	Enterprise-Wide	4 August 2021	14 September 2021
04	65297410	Shared Device License HED	Advance Annually - In	1,000	Enterprise-Wide	15 September 2021	14 September 2024

05	65313790	All Apps, Pro for Higher EDU Students	Advance Annually - In	7,200	Each USER Per Year	15 September 2021	14 September 2024
06	65313789	All Apps, Pro HED Faculty/Staff	Advance Annually - In	532	Enterprise-Wide	15 September 2021	14 September 2024

*Prorated < 12 months

- 02 All Apps HED Faculty/Staff:
This product has both On-premise Software and access to On-demand Services.
- 03-04 Shared Device License HED:
This product is On-premise Software for use solely in Customer's shared device environments. Users may only access On-demand Services in such shared device environments through User's unique login ID, which must be obtained under separate license from Adobe. Users may only access On-demand Services in accordance with the terms of this Agreement. When Users access the Products and Services on shared devices, Customer is solely responsible for (1) establishing policies, practices, and controls to ensure that each User logs out of his or her Adobe account at the end of a usage session on a shared device; and (2) any unauthorized use of a User's Adobe account resulting from such User's failure to log out of his or her Adobe account or other accounts at the end of a usage session on a shared device.
- 05 All Apps, Pro for Higher EDU Students:
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Students are "Users" as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. "Education License" means, for Students, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Students to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, solely in connection with Enterprise-approved Student activities, and not for any other purpose. Enterprise-approved Student activities include, for example, activities related to Student coursework at the Enterprise.
- 06 All Apps, Pro HED Faculty/Staff:
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Faculty Members and Staff Members are "Users" as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. "Education License" means, for Faculty Members and Staff Members, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Faculty Members and Staff Members to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, for: (a) advertising, marketing, promotional, and decoration purposes related solely to the Enterprise; and (b) professional and academic activities related solely to the Enterprise, and not for any other purpose. For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Pro Images solely for the benefit of the Enterprise.

Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
07	65310023	Adobe Sign for ent ProSvcs Subs:SVCS T1	Advance Annually - In	1	Each Per Year	15 September 2021	14 September 2024

- 07 Adobe Sign for ent ProSvcs Subs:SVCS T1:
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-SignforEnterprise-ProfessionalServices-2020MAR05.pdf>. Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

Summary of Fees

	North America
Year One Fees	230,623.12
Year Two Fees	227,346.00
Year Three Fees	227,346.00
TOTAL	685,315.12

Sales Order Terms and Conditions

- This Sales Order is an amendment ("Amendment") to Adobe Contract Number 00820710 / agreement number DR2744570 (the "Existing Agreement"). Except as expressly modified by this Amendment, the Existing Agreement remains unmodified and in full force and effect. All Adobe Products and Services listed on this Sales Order are provided under the following: (A) this Amendment; (B) the Terms and conditions in the Existing Agreement, which is incorporated herein by reference; and, (C) the applicable Product Specific Licensing Terms ("PSLTs") available here: <https://www.adobe.com/legal/terms/enterprise-licensing.html> (collectively, the "Agreement"). The Existing Agreement includes the applicable Sales Order(s) and related master Terms, including any and all exhibits, appendices, addenda, and attachments. In the event of conflict between this Amendment and the Existing Agreement, the Terms of this Amendment will control. Customer indicates its agreement to the Terms of this Amendment and the Existing Agreement.
- Notwithstanding anything to the contrary in the General Terms referenced in section 1 of the Existing Agreement, section 14.2 (Governing Law ,Venue) of the General Terms is hereby modified as follows: (a) the reference to "the laws of the State of California" is replaced by "the laws of the State of Kansas"; and the reference to "the County of Santa Clara, State of California" is replaced by "courts of competent jurisdiction located within the State of Kansas".
- As of the License Term Start Date set forth in this Amendment, the Product and Services Pricing Detail table in this Amendment supersedes in its entirety the corresponding Products and Services Pricing Detail table in the Existing Agreement 00820710 for Year 2 and Year 3.
- Term 5 is hereby omitted and replaced with the following:
 - For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier; Customer represents and warrants that as of the Effective Date, (i) its current FTE Count is 532 ; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is 1,000; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 532. If Customer's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.

4. Term 6 is hereby omitted and replaced with the following:

6. (A) **Deployment.** Using the Admin Console, Customer may Deploy the quantity of Products and Services for use by Students in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. The "Admin Console" means Adobe's enterprise licensing management console for administrators to manage and Deploy Adobe Products and Services. "Deploy" means to make a license available for Products and Services to a User, Student, or Computer, as applicable, regardless of whether or not the license was accessed by a User or Student. A Student may use the Products and Services on one non-Enterprise owned Computer which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage.

(B) **Annual True-Up Report.** Using the form found at www.adobe.com/go/trueup, Customer must report any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) **Calculating Annual Average Over-Deployment Count.** For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity ("Baseline"), including the highest total number of licenses over-Deployed on any given day during the Month (the "Monthly High-Water Mark"), if any. "Month" means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. "Annual Average Over-Deployment Count" means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12th Month is determined as the equivalent of the Monthly High-Water Mark of the 11th Month), and (ii) dividing the sum by 12.

(D) **True-Up Fees.** Customer will be billed in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and the Customer will be billed for the increase in Baseline license count at the true-up fees rate.

Adobe Products and Services	Unit Price
All Apps, Pro for Higher EDU Students	26.00

Adobe Contract Number: 00864252

Reference Agreement Number: 00820710

By signing below, each Party acknowledges that it has carefully read, fully understands, and agrees to the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). Each of the individuals signing this Agreement represents that they have the authority to bind their respective Party to its terms.

Adobe Inc. (ADUS)
345 Park Avenue, San Jose, CA 95110, United States

BUTLER COMMUNITY COLLEGE
715E 13TH ST, ANDOVER, KS 67002-8551 UNITED STATES

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Purchase Order Number :
ECC ID Number: 23806431

North America

End User : 23806431	Bill-To: 0000446006	Deploy-To :
BUTLER COMMUNITY COLLEGE 715E 13TH ST ANDOVER, KS, 67002-8551 UNITED STATES	CDW LOGISTICS LLC 200 N MILWAUKEE AVE VERNON HILLS, IL, 60061-1577 UNITED STATES	BUTLER COMMUNITY COLLEGE 715E 13TH ST ANDOVER, KS, 67002-8551 UNITED STATES
	Invoicing Contact Name: Contact Email: caromar@cdw.com	Customer Admin Name: Amy Kerschner Contact Email: akerschner@butlercc.edu

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Mailing Address	Email	FAX
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TOPIC for ACTION
Compensation Increases for Staff and Part-Time Faculty

REPORT:

The administration recommends the following compensation increases for YE 2022 for the following employee categories: Operational Staff, Institutional Support Staff, Coaches, and Administrative Staff.

- Recommendation for staff salary increase:
 The administration recommends a **5.0% salary increase** for each full-time and part-time staff member: Operational Staff, Institutional Support Staff, Coaches, and Administrative Staff, except for the President whose contract is considered separately.
- Recommendation for part-time faculty:
 The administration recommends an increase in the salary rate for part-time faculty of per credit hour from \$665 to \$700. This is a **5.2% increase** rounded to the nearest dollar.
- Recommendation for staff health insurance contribution increase:
 The administration recommends that the college contributions to staff health and dental insurance premiums remain the same.

	Actual YE 2021 College contribution per each staff member per month – for staff members participating in Butler’s group health insurance plan	Recommended YE 2022 College contribution per each staff member per month – for staff members participating in Butler’s group health insurance plan
Single Plan	\$602.49	\$602.49
Single + One Plan	\$1,433.98	\$1433.98
Family Plan	\$1485.60	\$1485.60

Note: All contributions by the college for employee group health insurance premiums are limited to the actual amount of the premium. Therefore, some contribution amounts in the preceding table may be reduced to the actual premium amount.

RECOMMENDED ACTION:

The administration recommends approval of salary and health insurance increases for staff employees and part-time faculty for the fiscal year ending June 30, 2022 as presented.

RECOMMENDED FUNDING SOURCE:

General Fund

Submitted by: Kent Williams, Vice President, Finance
 Supervisor: Dr. Kim Krull, President
 Date submitted: September 11, 2021

TOPIC for ACTION
Purchase of Business Analytics Platform and Development

REPORT:

The package purchase of the business analytics platform Tableau and its initial development by Datatelligent through the state approved vendor Carahsoft is submitted to the Board. With this purchase, Butler will move into the era of realtime data access and visualization utilizing its enterprise resource portal to provide vital insights to decision makers in real time. The initial development will be for the Accounts Receivable unit with plans to scale up the capability over time to other areas of operations as capacity and resources permit.

RECOMMENDED ACTION:

The Board approve the purchase of the Tableau+Datatelligent package from Carasoft at \$39,700 per the attached invoice.

RECOMMENDED FUNDING SOURCE:

Higher Education Emergency Relief Funding (HEERF).

Submitted by: Dr. Esam Sohail Mohammad, AVP, Institutional Research and Effectiveness
Supervisor: Dr. Kim Krull, President
Date: September 14, 2021

GOVERNMENT - PRICE QUOTATION



CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Esam Mohammad
 Associate Vice President of Research and Institutional Effectiveness
 Butler Community College
 901 S Haverhill Rd
 BOE 215
 El Dorado, KS 67042 USA
EMAIL: emohammad@butlercc.edu
PHONE: (316) 323-6426

FROM: Kristin Lam
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190
EMAIL: Kristin.Lam@carahsoft.com
PHONE: (571) 662-3784 **FAX:** (703) 871-8505

TERMS: Contract Number: EID0063~2021MA
 Contract Term: 04/1/2021 to 03/31/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 27393012
QUOTE DATE: 08/17/2021
QUOTE EXPIRES: 09/16/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$39,700.00

TOTAL QUOTE: \$39,700.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	DT018Q	Datelligent Data Analytics as a Service (DaaS) Datelligent LLC Start Date: 10/01/2021 End Date: 12/31/2021	\$25,000.00	\$25,000.00	OM 1	\$25,000.00
2	TABOM-1260121.1803-CS	Explorer - License - Online - 1 Year Tableau Software - 1260121.1803	\$375.00	\$375.00	OM 10	\$3,750.00
3	TABOM-1160121.1803-CS	Viewer - License - Online - 1 Year Tableau Software - 1160121.1803	\$135.00	\$135.00	OM 50	\$6,750.00
4	TABOM-1360121.1803-CS	Creator - License - Online - 1 Year Tableau Software - 1360121.1803	\$630.00	\$630.00	OM 2	\$1,260.00
5	TABOM-1248121.1904-CS	Training - eLearning: Explorer Tableau Software - 1248121.1904	\$60.00	\$60.00	OM 10	\$600.00
6	TABOM-1048121.1806-CS	Training - eLearning: Creator Tableau Software - 1048121.1806	\$120.00	\$120.00	OM 2	\$240.00
7	TABOM-1047907.1808-126-CS	Training - Desktop I & II: Accelerated - Open Registration Tableau Software - 1047907.1808	\$2,100.00	\$2,100.00	OM 1	\$2,100.00
SUBTOTAL:						\$39,700.00
TOTAL PRICE:						\$39,700.00
TOTAL QUOTE:						\$39,700.00



GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SALES@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
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Data Analytics as a Service -

- Partnership
- Data Analytics Maturity Roadmap
- Customer Success Plan
- People
- 1 Analytics Solution
- 1 Data Pipeline
- Project Planning & Coordination
- Platform
- Visualization Tool
- Data Pipeline

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**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE 2021 LEGAL BUDGET HEARING
and REGULAR BOARD MEETING**

Tuesday, August 10, 2021, 4:30 p.m.– Dankert Board Room

Meeting Recording can be viewed at <https://youtu.be/GKnGt-aNXDQ>

ATTENDANCE

Kim Krull
Bill Rinkenbaugh
Caleb Ediger
Tom Borrego
Alisa Ehrlich
Miles Erpelding
Julio Guerrero
Kim Jackson
Matt Jacobs
Jonn Laffen
Josh Lebeda
Stephen Mills
Esam Mohammad (Z)

Bill Young
Lori Winningham
Kent Williams
Lynn Umholtz
Ireland Turner
Shelly Stultz
Phil Speary (Z)
Kelly Snedden
Terry Sader
Heather Rinkenbaugh
Jessica Ohman (Z)
Tom Nevill

BOARD ATTENDANCE

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

GUESTS

Vince Haines
Ray Connell
Kim Braungardt

LEGAL BUDGET HEARING

Chair Lechtenberg opened the public hearing for the 2021-2022 Legal Budget of Butler Community College. Chair Lechtenberg introduced himself, other Trustees and other Administrative personnel present: Mary Martha Good, Doug Law, Forrest Rhodes, Julie Winslow, Jim Howell, Shelby Smith (Z), President Kim Krull, Dean Heather Rinkenbaugh, Kim Jackson and other Butler Administration, Faculty and Staff.

Chair Lechtenberg explained the budget process noting that several months ago Butler 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.

Chair Lechtenberg opened the meeting to hear public comments on the 2021-2022 Legal Budget for Butler Community College from individuals who were present in the room or via Zoom, who wanted to speak concerning the budget. The public was asked hold their comments to five minutes or less per person. For those speaking via Zoom, Heather Rinkenbaugh managed the technology and admitted each participant into the Board Zoom room to speak. The public in attendance was asked to submit a public comment request card to Heather Rinkenbaugh, and asked to limit their comments to five minutes. Each person was asked to announce their name and address before beginning their comments. Chair Lechtenberg noted the Board would not participate in any discussion or take any action during the public comment portion of the meeting.

Kim Braungardt of Augusta introduced herself to the Board. She is running for the Board of Trustees this fall and wanted to familiarize herself with the process of the Butler Community College budget approval. She also previously served on the Augusta School Board. Her concern was from the view point of a property owner, real estate appraiser and owner of multiple commercial and personal properties in Augusta. She felt that the tax base was a huge disadvantage in her community.

No other public comment was offered.

Chair Lechtenberg adjourned the public hearing at 4:45 p.m. and immediately called the Regular Board Meeting of August 10, 2021 to order.

EXECUTIVE SESSION

Trustee Good moved that the Board recess into executive session for a period no longer than 45 minutes, 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. Trustee Rhodes seconded. The motion passed unanimously with a roll call vote. The Board entered into Executive Session at 4:50 p.m. The Board returned to Open Session at 5:35 p.m. No Action was taken.

Approval of the FY 2022 Budget

At the July 26th 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.

Trustee Smith moved that the proposed budget be amended as follows:

- Set the Legal Budget at \$12,500,000
- Set the Maximum expenditures at \$86,911,759

Trustee Winslow seconded. The motion failed in a roll call vote as follows:

- Nay – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Chair Lechtenberg and Jim Howell
- Yea – Julie Winslow and Shelby Smith

Trustee Law moved 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. Trustee Good seconded. The motion passed in a roll call vote as follows:

- Nay – Julie Winslow and Shelby Smith
- Yea – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Chair Lechtenberg and Jim Howell

Trustee Law moved 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. Trustee Good seconded. The motion passed in roll call vote as follows:

- Nay – Julie Winslow and Shelby Smith
- Yea – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Chair Lechtenberg and Jim Howell

**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

APPROVAL OF AGENDA

Trustee Smith moved that the agenda be amended as follows:

- Move the Butler Service Center Lease Agreement to Action Items for discussion and approval

Trustee Winslow seconded. The motion was approved unanimously in a roll call vote.

Trustee Winslow moved that action item A. Vacation Policy Revision be removed from the agenda for review and vote at a later meeting. Trustee Smith seconded. The motion failed in a roll call vote as follows:

- Nay – Mary Martha Good, Doug Law, Forrest Rhodes, Chair Lance Lechtenberg and Jim Howell
- Yea – Julie Winslow and Shelby Smith

Trustee Law moved that the Board approve the agenda as amended. Trustee Good seconded. The motion passed with a unanimous roll call vote.

AUGUST BOARD RECOGNITIONS

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

MONITORING REPORTS

Faculty Report – Dr. Terry Sader reported that Faculty Professional Development Days began on Monday, August 9. This is an important time for faculty to learn about things happening at the college generally, but also for faculty to get together with one another to talk about specific issues they have. In the breakout sessions they share about these issues, specific problems seen with students and in the classroom. Faculty trade advice and listen to each other about new software and other technology or training needs. The Faculty appreciates this week and opportunities, but especially look forward to getting back to the classroom with the students in a post-pandemic world.

Operational Staff Report – Lisa Bolin reported that Operational Staff is excited to have students back on campus and to return to a somewhat normal routine. The first Op Staff event for the year will be the student welcome tables, featuring snacks and bottled water, during the first two days of the fall semester. Informational fliers, maps and promotional Butler items will also be available. The welcome tables will be staffed by Operational Staff, Administration and Faculty members. The benefit of the welcome tables is that they help settle the nerves of new students and gives them an extra place to ask for help. The next Operational Staff meeting will be Thursday, September 16.

Board Finance Committee – Trustee Smith noted that Kent Williams planned to go over financial information later in the Board meeting.

Foundation Board Report – Trustee Rhodes reported that the Foundation Board will meet later this month and a report will be provided at the September Board Meeting.

President's Report – Dr. Krull provided an update on the Kansas Promise Act and stated that the Financial Aid Office is working hard on the applications they have received. There are seventeen students who have been awarded funding at this point; there are an additional thirteen students who have pending final paperwork; and there are 39 students

who are still working to complete applications. The funds for these awards are distributed for the fall semester and at the same time funds are encumbered to be awarded in the spring semester.

Dr. Krull reiterated what Dr. Sader said about welcoming everyone back to campus.

There are COVID protocols in place similar to practices observed in April and May when the summer protocols were established.

- College Health is the point person/people for concerns, and support of students, faculty and staff
- Masks are highly recommended
- Following the CDC guidelines
- Disinfecting protocols
- Promoting frequent hand washing
- Encouraging students and staff to stay home if they aren't feeling well. Students should connect with instructors to advise why they are absent
- COVID Testing and contact tracing provided by College Health. They will also provide tracking numbers
- Students with questions about potential accommodations due to health considerations or other issues are directed to Disability Services
- Engaging Human Resources if needed
- Updated web site
- Critical Incident Management Team continuing to meet regularly to stay aware of what is happening in the county, state and nation

Dr. Krull requested the Board allow the CIMT to make day-to-day operational decisions if the college needs to pivot quickly as is in the best interest of students and staff. CIMT would keep the Board informed on the decisions made by the team.

President Krull stated that there are mixed protocols across the state educational institutions on what is being asked of students and staff, including requiring masks, highly recommending masks, and requiring vaccinations for athletes or residence hall residents. Butler is not requiring students or employees to be vaccinated; students in Nursing and Allied Health will have to follow through on vaccination protocols based on clinical site agreements (with waiver for religious or health concerns.) Butler is asking the students living in the residence halls to provide proof of all vaccinations (with waivers for religious or health concerns.)

Tom Borrego introduced Dr. Julio Guerrero, the new Dean of Health, Education and Public Services. Dr. Guerrero comes to Butler from San Antonio where he served as Kinesiology Program Chair at Our Lady of the Lakes University. Dean Guerrero has prior experience as a professor and director of graduate programs at Texas Women's University.

Dr. Krull entertained questions and comments. Trustee Smith stated that he would in no way endorse a mask mandate or vaccine mandate if it comes to that point.

Trustee Winslow stated she had concerns about the two exemptions for masks or COVID vaccines and asked what steps were in place to ensure that no mistakes were made. Some clinical sites will not grant waivers and in that case, Butler would have to try to find an alternate clinical site for that student.

Educational Facilities Authority – The Authority will meet tomorrow and a report of that meeting will be given at the September Board Meeting.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

1600 Building Renovation - 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 Projects 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.

The Capital Projects Team provided information on 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 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.

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

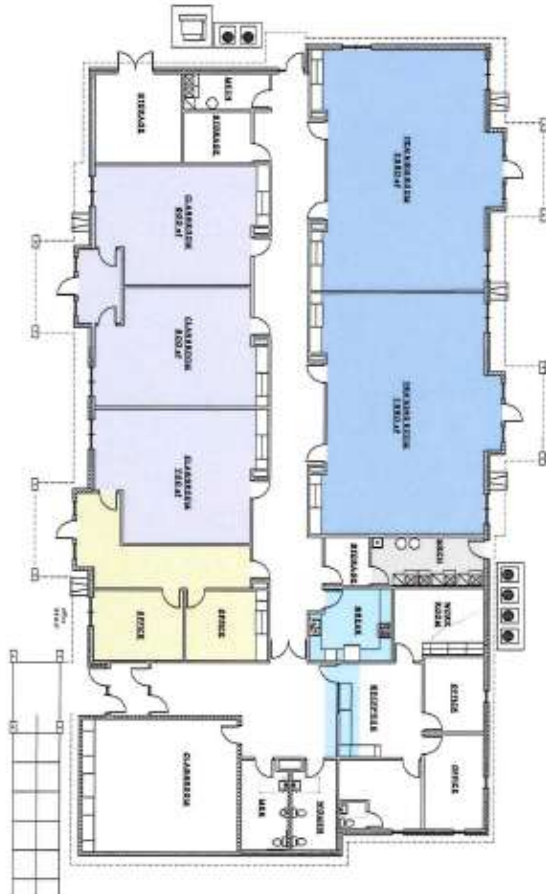
PER 07/08/21 MEETING

- 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 classroom windows.

LECTURE HALLS
 Provide secondary glass and steel at lecture hall windows.

OFFICES
 Provide secondary glass and steel at office windows.

STORAGE
 Provide secondary glass and steel at storage windows.

CLASSROOMS
 Provide secondary glass and steel at classroom windows.

LECTURE HALLS
 Provide secondary glass and steel at lecture hall windows.

1600 BUILDING RENOVATION
BUTLER COMMUNITY COLLEGE
 901 S HAVERHILL RD
 EL DORADO, KS

GRAVITYWORKS
ARCHITECTURE

DATE: 06/20/2013
 TIME: 2:14 PM

**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
--------------------------	---------------

Capital Projects and Deferred Maintenance Plan

Kent Williams provided a summary of the deferred maintenance and capital projects that will be brought to the board during the next several months for approval. The projects have been mentioned several times during the recent budget develop process. Vince Haines addressed the Board regarding the scope of work on the various projects.

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

Vacation Policy Revisions for Part-time Employees – 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 1.67~~ **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)

Trustee Law moved that Board approve the proposed changes to the vacation benefits for part-time employees. Trustee Good seconded. The motion passed unanimously in a roll call vote.

Culinary Partnership Memorandum of Understanding between Johnson County Community College and Butler Community College – The purpose of the 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 student to sit for certain American Culinary Federation Education Foundation (“ACFEF”) certifications.

Trustee Rhodes moved that the Board approve the Butler – JCCC Culinary MOU as presented. Trustee Good seconded. The motion passed unanimously in a roll call vote.

**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:

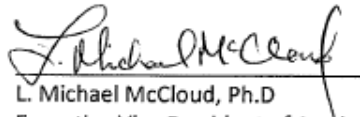
- A. Provide student support services including admissions, academic advising, library access, technical support, and other services as needed and appropriate at their respective institutions.
- B. Maintain separate academic records at each institution. The parties acknowledge that all information received, 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

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 29 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.

Electrical Infrastructure Project – At the July 2021 Board of Trustees meeting, Facilities Management 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

Trustee Law moved that 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. Trustee Winslow seconded. The motion passed unanimously in a roll call vote.

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

Approval of Retirement for Jami Calvert – Jami Calvert, part-time Academic Advisor, submitted her notice of retirement, effective July 31, 2021. Jami has been an employee of Butler Community College for 25 years. Trustee Law moved that the Board accept the retirement of Jami Calvert. Trustee Winslow seconded. The motion passed unanimously in a roll call vote.

Approval of Retirement for Mary Moon – Mary Moon, full-time Executive Director, Community Advancement, submitted her notice of retirement, effective August 31, 2021. Mary has been an employee of Butler Community College for 33 years. Trustee Good moved that the Board accept with regrets the retirement of Mary Moon. Trustee Winslow seconded. The motion passed unanimously in a roll call vote.

Approval of Butler Service Center Lease – The Butler Service Center located at 2626 S. Rock Road, Wichita, KS leases from Granite Mountain, LLC and has extended the lease to two years at the rate of \$21,660.00 annually or \$1,805.00 monthly beginning 08/01/21 and ending 07/30/23. The Lease includes trash service. The Lease Agreement follows:

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 with 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 any 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 be owing by Tenant for the balance of the Term, had this Lease not been terminated less the net proceeds, if any, of any releasing 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 wither 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

By _____
Lessee:

By

Date

Date

By _____
Lessee:

By

Date

Trustee Rhodes moved that the Board approve the Butler Service Center Lease. Trustee Howell seconded. The motion passed on a roll call vote as follows:

- Yea – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Lechtenberg and Jim Howell
- Nay – Julie Winslow and Shelby Smith

CONSENT AGENDA – Trustee Law moved that the Board approve the Consent Agenda as previously amended. Trustee Good seconded. The motion passed unanimously with a roll call vote. The Consent Agenda contained the following:

- Approval of Minutes of the Regular Board Meeting of July 13, 2021
- Approval of Minutes of the Special Board Meeting of July 26, 2021
- Approval of Bills and Warrants for July 2021 - \$4,847,508.40 (including Expenditure Approval List - \$2,722,670.59 and Payroll - \$2,124,837.81).
- Approval of New Commerce Bank Resolutions -
 - 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
- Ratification of the Andover Neighborhood Revitalization Program expiring December 31, 2024

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Dr. Esam Mohammad

Thank You Notes – Thank you notes were received from Mary Moon, Teresa Long, Lori Llewellyn and family, Debbie O’Bryan and Sheryl Hayes (Jim Ekstrom Family.)

Board Calendars

BOARD OF TRUSTEES CALENDAR OF ACTIVITIES AUGUST – SEPTEMBER
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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

Trustee Law moved that the Board meeting of August 10, 2021 be adjourned. Trustee Good seconded. The motion passed unanimously through a roll call vote. The meeting was adjourned at 7:23 p.m.

 Forrest Rhodes - Secretary

BILLS and WARRANTS

TOPIC for ACTION
Bills and Warrants

REPORT:

Bills and Warrants for August 2021 - \$4,062,716.59 (includes Expenditure Approval List – \$2,083,603.21 and Payroll - \$1,979,113.38).

RECOMMENDED ACTION:

Approval of August 2021 bills and warrants.

RECOMMENDED FUNDING SOURCE:

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

BIDS AND PURCHASES

TOPIC for ACTION **Oracle Cloud Infrastructure for Enterprise Applications**

REPORT:

To further enhance the resilience and disaster recovery of Butler's critical business applications, and to reduce overall costs, Butler Community College's Information Service Division has been investigating cloud hosting options for critical enterprise applications, primarily the Banner ERP system and associated databases for several months. Moving these applications from on-premises hosting will benefit the college in several ways and has been a proven choice for many other institutes of higher education. Hosting options from Ellucian, Oracle, and AWS have been evaluated, considering both the services available and the cost. Ellucian only offers managed services and full SaaS applications, which are prohibitively expensive at this time. AWS only provides the virtualized environment, and would require that Butler continue to purchase our own licensing for Oracle Database. This option would improve Butler's service posture, but would increase costs. Oracle's hosting option, Oracle Cloud Infrastructure (OCI) can benefit Butler in all these areas.

The college is currently paying \$227,326 for the campus license for use of Oracle Database Enterprise Edition (required for Banner and other applications). This license also has a 4% annual escalator, thus increasing the cost each year. In addition to the licensing costs, Butler must purchase and maintain all the server hardware required to run these applications, costing roughly \$50,000 in annual maintenance. Computer hardware has a limited lifetime of utility and must be refreshed every few years at a higher cost. The estimated cost for a hardware refresh would be around \$450,000 and would need to be done sometime within the next 5 years. Overall, the cost to maintain the current license and environment for the next 5 years would be \$1,931,271.

Oracle has provided a quote of \$194,725 for the annual subscription fee for the infrastructure required to operate Butler's enterprise applications in this environment. This includes the current licensing for the instances of Oracle Database used today. OCI also provides all the server hardware for their cloud-hosting environment. During the services migration period, both the OCI licensing and on-premises Oracle Database licensing would be required at an estimated pro-rated cost of the current license at \$115,000 for this migration period. The total cost for 5 years of cloud hosted service would be \$1,088,625, saving the college an estimated \$842,646 if Butler were to maintain the current license and environment.

In addition to these substantial cost savings, Oracle's OCI utilizes a distributed operational approach with data replication across data centers in multiple regions around the country. This will increase the availability of the college's applications and provide resilience in the event of a hardware failure, improving our ability to quickly recover from a disaster. As part of the OCI contract, the college would also have available additional database features and management tools which are not part of the current license agreement.

Oracle will also provide migration support services through a partner company, Tharseo IT, which they estimate has a value of \$200,000 through a time-limited offer.

RECOMMENDED ACTION:

The Board to approve the purchase and implementation of Oracle Cloud Infrastructure Services for Butler Community College.

RECOMMENDED FUNDING SOURCE:

Budgeted item within the Information Services Application Services budget

Submitted by: Bill Young, Vice President of Digital Transformation/CIO

Supervisor: Dr. Kim Krull, President

Date: 27 August 2021

TCO for Butler Community College

Oracle Cloud Infrastructure Option

Business as Usual						
	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
On-Premises Technology Support	\$227,326	\$236,419	\$245,876	\$255,711	\$265,939	\$1,231,271
Infrastructure/HW Refresh Estimate			\$450,000			\$450,000
Server/Storage Support	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Total	\$277,326	\$286,419	\$745,876	\$305,711	\$315,939	\$1,931,271
Oracle Cloud Infrastructure						
	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Oracle Cloud Infrastructure	\$194,725	\$194,725	\$194,725	\$194,725	\$194,725	\$973,625
On-Premises Technology Support*	\$115,000					\$115,000
Total	\$309,725	\$194,725	\$194,725	\$194,725	\$194,725	\$1,088,625
						*Savings over 5 years
						\$842,646

*Reflects six months of on premise database support spend, conservatively.
This amount will be reduced by a faster migration period to OCI



Tharseo IT is a Public & Private Sector Certified Oracle Cloud Excellence Implementer (CEI) named as one of the 10 Most Promising Oracle Consulting/Service Companies in 2019 by CIO Review magazine. They provide cloud-based software, scaled agile design, development, integration, data migration, delivery, 24/7 operational support, customer support, and training for open source and Oracle Cloud Infrastructure.

In conjunction with customers making commitments to Oracle cloud subscriptions, Tharseo IT is making substantial investments in a very select group of Higher Education institutions by accelerating their move from on-premise to the cloud infrastructure. Included Services work for Butler Community College will be focused on moving Banner ERP applications (Financials, Human Capital Management, Student System) and underlying Oracle infrastructure to Oracle Cloud Infrastructure (OCI). Resources may be comprised of project planning, project management, technical and administrative. Leverage of resources may encompass software version upgrades, software migrations, network establishment and testing, integration testing, and user acceptance testing.

The Included Services will accelerate the realization of the Business Case and Value Proposition that Butler Community College expects to achieve, and do so in a manner that will be more rapid than if performed by resources from Butler Community College working without a services partner. Upon successful transition to OCI and use of Tharseo IT Included Services, it is expected that Butler Community College would be a reference customer for both Oracle and Tharseo IT, and be willing to engage with other prospective Higher Education institutions within a mutually agreeable and reasonable level.

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	BUTLER COUNTY COMMUNITY COLLEGE	Contact	Bill Young
Address	901 S Haverhill Rd El Dorado KS 67042	Phone Number	+1 (316) 321-2222
		Email Address	wyoung@butlercc.edu

New Subscription

Service Period: 60 months					
Cloud Services	Data Center Region	Credit Period	Credit Quantity	Term	Total Credit Value
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	Yearly	194725.0	60 mo	973,625.00
Subtotal					973,625.00

Fee Description	Net Fee
Cloud Services Fees	973,625.00
Net Fees	973,625.00
Total Fees	973,625.00

A. Terms of Your Order

1. Applicable Agreement:

- a. Oracle Master Agreement for Oracle Cloud Services US-OMA-1164550 effective 04-FEB-2018

2. Applicable Schedule:

- a. Cloud services are governed by Schedule C – Cloud Services.

3. Cloud Payment Terms:

- a. Net 30 days from invoice date

4. Cloud Payment Frequency:

- a. Quarterly in Arrears

5. Currency:

- a. US Dollars

6. Offer Valid through:

- a. 21-Sep-2021

7. Service Specifications

- a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

8. Services Period

- a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Annual Universal Credit

Oracle allows You the flexibility to commit an amount to Oracle (as specified in the "Credit Quantity" table in Your order, the "Annual Universal Credit") to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period; any unused amounts are non-refundable and are forfeited at that time. The balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

Additional Fees for Any Increased Usage/Capacity

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions available at <http://www.oracle.com/contracts>, if, at the end of any month during the Services Period, You have exceeded the annual Credit Quantity specified in this order, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

- a. You must allocate funds for additional fees for any excess usage of the Oracle IaaS and PaaS Cloud Services under this order.
- b. You will be invoiced directly for the additional fees applicable to such excess usage, monthly in arrears.
- c. Such invoice shall not require a separate ordering document, and Your use of such excess usage will be pursuant to the terms and conditions of this order and the Agreement.

Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

2. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

3. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

4. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client", "Company", and "You"; "Program Documentation" and "Documentation"; "Ordering Document," "Services Order," "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Client Data", "Company Data" and "Your Content".

5. Delayed Services Period

Initiation of provisioning for Cloud Services You have ordered under this order shall occur after 16-Oct-2021 and, subject to payment of fees for the Cloud Services, the Services Period for these Cloud Services shall continue for the period specified in the Cloud Services table above, unless earlier terminated in accordance with the Agreement. Upon the date set forth in the previous sentence, Your first payment for Cloud Services will be due in accordance with Section A. At Your discretion You may request that the initiation of provisioning (and therefore the applicable Services Period) commence prior to the date set forth above.

6. Data Center Region Availability

Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

TOPIC for ACTION
Student Laptop Initiative

REPORT:

The pandemic exposed a digital divide for students, leaving many lacking the technology needed to participate in their courses. A student laptop initiative will provide two important factors for Butler: removing the barrier to students needing access to technology and a marketing enrollment differentiator. Removing the barrier to technology helps ensure students' success at Butler and creates a mobile and agile environment for students; positioning Butler in the case of an unpredictable future with Covid. Butler would also become the first community college in the state to offer a formalized laptop initiative program available to all students, creating a differentiator that can be used to market to prospective students, current students, and parents. The student laptop initiative will help Butler achieve equitable access to technology for all students as well as helping provide access to technology for the underrepresented populations. This initiative, in combination with the Adobe Creative Campus program and the usage of the Microsoft 365 suite, will further champion innovation at Butler, enhancing the digital literacy, fluency and agility of Butler students, while allowing faculty the digital freedom in course curriculum development. Under this plan, the opt-in student laptop initiative will begin with the spring 2022 semester.

The student laptop initiative provides an opportunity to strengthen and create a business and industry strategic partnership with Ribbit computers to provide support and hardware maintenance for this program. Ribbit computers proposal will provide student laptops with anti-virus/malware software, vulnerability management software, proactive maintenance/system monitoring, unlimited in-store and remote hardware support and a 3-year hardware warranty. This support will cost \$5 per month per laptop enrolled in the program for a cost of \$180,000 for spring, summer, and fall 2022.

Laptop cost breakdown for a quantity of 3,000:

Dell Inspiron 15 4GB	\$823,170.00	plus cost to upgrade to 8GB	\$135,000.00
Lenovo V14 ADA 4GB	\$865,320.00	plus cost to upgrade to 8GB	\$84,000.00

RECOMMENDED ACTION:

Recommend the board approve the purchase of 3,000 Lenovo V14 ADA laptops from CDW, and upgrade to 8GB RAM and hardware/software support from Ribbit Computers for a total cost of \$1,129,320.

RECOMMENDED FUNDING SOURCE:

Cares II HEERF funding

Submitted by: Bill Young, Vice President of Digital Transformation/CIO
Supervisor: Dr. Kim Krull, President
Date: 30 August 2021

QUOTE CONFIRMATION



DEAR AMY KERSCHNER,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MHSC860	8/23/2021	MHSC860	0345781	\$288.44

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo V16-50S - 16" - Athlon Gold R520U - 8 GB RAM - 1 TB SSD	1	6230971	\$288.44	\$288.44
Mfg. Part#: 82C6903E00 Contract: Univ of KS Bro Regents, Affiliate - Catalog (17010729)				

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
Billing Address: BUTLER COUNTY COMMUNITY COLLEGE FINANCE OFFICE 901 S HAVERHILL RD EL DORADO, KS 67042-3280 Phone: (316) 321-2222 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$288.44
	DELIVER TO Shipping Address: BUTLER COUNTY COMMUNITY COLLEGE AMY KERSCHNER 901 S HAVERHILL RD EL DORADO, KS 67042-3280 Shipping Method: UPS Ground	
Please remit payments to: CDW Government 7S Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC CALLS CONTACT US ONLINE		
	Dave Walczak	(877) 493-1102 davewal@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at [http://www.cdwg.com/contracts/contracts/CDW%20T%20C%20of%20Sales%20and%20Service%20Projects.pdf](#)
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision.

Click the Order Now button below to accept this quote and complete your order. You can also get help with a new quote by contacting your Sales Rep for more assistance.

Order Now

Quote No.	3000095175707.1	Sales Rep	Phillip Chancellor
Total	\$274.39	Phone	(800) 456-3355, 5130287
Customer #	529998298522	Email	Phillip_Chancellor@Dell.com
Quoted On	Aug. 17, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 16, 2021		BUTLER COUNTY COMMUNITY
			COLLGE
			901 S HAVERHILL RD,
			FINANCE OFFICE
			EL DORADO, KS 67042

Message from your Sales Rep

Please contact Phillip_Chancellor@Dell.com if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Phillip Chancellor

Shipping Group

Shipping To	Shipping Method
CHRIS MILLER BUTLER COUNTY COMMUNITY COLLGE 901 S HAVERHILL RD, EL DORADO, KS 67042 (316) 322-3219	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Inspiron 15 3000	\$274.39	1	\$274.39
<i>Dell Preferred Account as low as \$20 / month*</i>			
<i>^See last page for financing details</i>			
	Subtotal:		\$274.39
	Shipping:		\$0.00
	Non-Taxable Amount:		\$274.39
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$274.39

Shipping Group Details

Shipping To	Shipping Method
CHRIS MILLER BUTLER COUNTY COMMUNITY COLLEGE 901 S HAVERHILL RD, EL DORADO, KS 67042 (316) 322-3219	Standard Delivery

		Quantity	Subtotal
Inspiron 15 3000		1	\$274.39
Estimated delivery if purchased today: Aug. 25, 2021			
Description	SKU	Unit Price	Quantity
Inspiron 15 3000	210-BBEH	-	1
Intel(R) Celeron(R) Processor N4020 (4MB Cache, up to 2.8 GHz)	338-CBTX	-	1
Windows 10 Home (S mode) English	619-ANRN	-	1
Intel(R) UHD Graphics 600 with shared graphics memory	490-BEHF	-	1
Carbon Black	320-BELM	-	1
4GB, 1x4GB, DDR4, 2400MHz	370-AFGS	-	1
128GB M.2 PCIe NVMe Solid State Drive	400-BLZE	-	1
15.6-inch HD (1366 x 768) Anti-glare LED-Backlit Non-touch Narrow Border Display	391-BGDT	-	1
802.11ac 1x1 WiFi and Bluetooth	555-BFPO	-	1
3-Cell Battery, 41Whr (Integrated)	451-BCVH	-	1
Non-Backlit Keyboard, English	583-BIHV	-	1
65W AC Adapter	450-AKPP	-	1
Fixed Hardware Configuration	998-EXLU	-	1
English Palmrest Label	389-EBBT	-	1
Energy Star Label	389-DOVG	-	1
US Order	332-1286	-	1
US Power Cord	470-AACI	-	1
Windows System Driver	631-ADCY	-	1
Intel 9462 Wireless Driver	340-CWTD	-	1
Shipping Material	328-BEJF	-	1
Additional Software (for Windows S Mode)	634-BPCR	-	1
Carbon Black Palmrest without Finger Print Reader	346-BHNN	-	1
Regulatory Label	389-EBDM	-	1
Dell Limited Hardware Warranty Initial Year	804-9274	-	1
Onsite/In-Home Service After Remote Diagnosis, 1 Year	804-9282	-	1
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1

Subtotal:	\$274.39
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$274.39

Important Notes

Terms of Sale

Your order is subject to Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's 30-day Return Policy and Warranties.

Unless otherwise stated herein, quote pricing is valid for 30 days. All product, pricing and other information is based on the latest information available and is subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors.

Your use of any software is subject to the license terms accompanying the software. In the absence of accompanying terms, software is governed by the applicable terms posted on www.Dell.com/eula.

Subscription Customers: If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. See offer specific subscription terms for details (Commercial/Consumer).

Taxes and/or shipping charges are estimates. The final amounts will be stated on your invoice. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com.

For certain products shipped to end users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Electronically posted agreements are available in hard copy upon request.

***Dell Preferred Account (DPA):** Offered to U.S. residents by WebBank, who determines qualifications for and terms of credit. Promotion eligibility varies and is determined by WebBank. Taxes, shipping, and other charges are extra and vary.

If this purchase includes a third party cloud service offering (such as Office 365 or Google subscriptions), your use of the cloud service is subject to the Dell Cloud Solutions Agreement located at <http://www.dell.com/cloudterms> and the applicable terms and conditions located at <https://www.dell.com/learn/us/en/uscorp1/service-contracts-saas-cloud-services>.



Prepared for Butler County Community College

Computer Maintenance & Support Services

Quote#SQ000995 v1

PREPARED FOR

Bill Young

byoung@butlercc.edu

(316) 216-6330

Friday, February 05, 2021

Butler County Community College
Bill Young
901 S Haverhill Rd.
El Dorado, KS 67042
byoung@butlercc.edu

Dear Bill,

Thank you for considering Ribbit Computers as your technology partner. We have prepared the attached proposal for providing ongoing hardware and system support for students enrolled at Butler County Community College.

Our team is excited for the opportunity to assist Butler County Community College as it seeks to provide technology to its student base, and we appreciate the opportunity to present this proposal for our services.

Best regards,

Kyle Kempton
Sales Specialist

Proposed Services

Objectives: Butler County Community College

- Ability to provide its students with computer systems and necessary technology required for curriculum
- Proven partner to provide computer troubleshooting and hardware support for its students
- Reliable technology partner to assist with ongoing technology management and support
- IT support for escalation for hardware and level 2-3 software issues

Summary: Proposed Services

Butler County Community College is soliciting proposals from qualified firms to provide IT and computer hardware support for its student population. This proposal outlines the services being proposed by Ribbit Computers, along with assumptions and specific related to the logistics involved in providing these services. Ribbit Computers is proposing to provide proactive computer maintenance and hardware support. The scope of these services include, but may not be limited to the following:

System Support

- 24-hr turnaround issue troubleshooting/resolution
- Unlimited in-store & remote hardware support
- 3 Year Hardware warranty for covered devices

System Monitoring/Management

- Proactive maintenance/system monitoring
- Proactive detection of potential system failures
- Automated patch management
- Vulnerability management
- Anti-virus/Anti-malware

Logistics: Services Arrangement

This section outlines the high-level logistical aspects. These are suggested and may be subject to change.

- Butler County Community College will be responsible for procuring the devices.
- Ribbit Computers will perform initial operating system configuration along with the pre-installation of support software.
- Ribbit Computers Will upgrade the Ram configuration from 4GB to 8GB.
- Ribbit Computers will be responsible for associating the computer with the student and provide this information to Butler County Community College.
- In the event a device needs to be replaced, students may contact Ribbit Computers directly. Ribbit Computers will

provide prepaid shipping labels along with instructions for returning non-functioning machines. Ribbit computers will cover the associated shipping costs and mailing of replacement devices to out of state students. When possible, Ribbit Computers will also perform any necessary data migration to the replacement computers.

- Butler County Community College will provide updated enrollment listing of its covered students at the beginning of each semester. Ribbit Computers will use this information to perform a licensing "true up" for deployed software.

Pricing: Support Model

Initially, Butler County Community College intends to start with ~100 devices. Over the next several months, there are plans to purchase additional computers for its student population, potentially growing the number of supported devices to between 3000-5000. Flat-rate pricing will provide a model for ongoing growth and expansion of the program.

Assumptions

Below are general assumptions made with regards to the proposed services included. These assumptions should be reviewed and agreed upon by the customer.

- Ribbit Computers will provide the following:
 - Materials as outlined in proposal
 - Preventative maintenance of hardware, supported by management agent software
 - Detection and remediation of virus, malware and PUP found by installed agent software
 - Technical support resources for providing IT and computer support service
 - Installation labor to complete project
- Ribbit Computers will maintain the relationship directly with Butler County Community College. No contractual relationship will be formed or exist between Ribbit Computers and students directly.
- Ribbit Computers will be engaged for escalation of issues that Butler County Community College IT personnel are unable to resolve or require additional expertise. Examples of issues include, but are not limited to:
 - software installations
 - system updates
 - file system corruption
 - connectivity issues
 - general user support

Warranty/Liability

Labor and workmanship hereinafter specified and furnished shall be fully guaranteed by Ribbit Computers. Defects which may occur as the result of faulty workmanship after installation shall be corrected at no additional cost. All equipment and/or material shall be new and come with a hardware warranty. All supported devices will be under warranty provided by Ribbit Computers. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, damage cause due to exposure to liquid(s) or tampering by anyone other than employees of Ribbit Computers.

Support Services

DESCRIPTION		QTY	RECURRING AMOUNT	MONTHLY TOTAL
Monthly Support Services				
Computer Hardware Support (0-100)	RepairShopr	100	\$5.00	\$500.00

System Support

- 24-hr turnaround issue troubleshooting/resolution
- Unlimited in-store & remote Hardware support
- Hardware warranty (*while enrolled*)

System Monitoring/Management

- Proactive maintenance/system monitoring
- Automated patch management
- Vulnerability management
- Anti-virus/Anti-malware

Monthly Subtotal: **\$500.00**
 Subtotal: **\$2,000.00**

RAM Upgrade

DESCRIPTION		PRICE	QTY	EXT. PRICE
4GB LPX DDR4 SDRAM MES4S240HF4G Mushkin		\$28.00	3000	\$84000.00
<ul style="list-style-type: none"> • Memory Module - 4 GB (1 x 4GB) • DDR4-2400/PC4-19200 • 2400 MHz - CL16 - 1.20 V • Unbuffered - 288-pin – DIMM 				
Ram Installation and three-year Warranty				
				\$84000.00
				Subtotal:

Computer Maintenance & Support Services

One Time Fees

DESCRIPTION	AMOUNT
Support Services initial 100 devices	\$500.00
RAM Upgrade	\$84000.00
Subtotal:	\$84,500.00
Estimated Tax:	\$0.00
Total:	\$84,500.00

Monthly Expenses Summary

DESCRIPTION	AMOUNT
Support Services	\$500.00
Monthly Total:	\$500.00

RBS IT Solutions

Butler County Community College

Signature: _____

Signature: _____

Name: Kyle Kempton

Name: Bill Young

Title: Sales Specialist

Date: _____

Date: 08/30/2021

126 N West Suite A
 Wichita, KS 67203
 www.ribbitcomputers.com
 316-612-1500



Butler Community College
 901 S Haverhill Rd.
 El Dorado, KS 67042

Estimate # 1430
 Estimate Date 08-30-21
 Total **\$84,000.00**

Item	Description	Unit Cost	Quantity	Line Total
PC Hardware - RAM	Mushkin 4 GB RAM PC4-2800	\$28.00	3000.0	\$84,000.00
Labor (All)	Installation	\$0.00	3000.0	\$0.00

THIS IS AN ESTIMATE

Subtotal **\$84,000.00**
 Tax \$0.00
Estimate Total \$84,000.00

Disclaimer

A receipt is required for any returns or exchanges. New merchandise must be returned within 5 days of the purchase date and exchanges must be done within 10 days of the purchase date. Merchandise returned with missing or damaged packaging/part are subject to a minimum 20% restocking fee. Ribbit Computers reserves the right to refuse refunds if the merchandise is used for testing purposes or if the packaging/product has been opened or is permanently damaged. No Printer or Software returns will be accepted. There is a 30 day limited in-store warranty on new parts. Full warranties can be utilized via the original equipment manufacturer.

ALL WARRANTIES REQUIRE THE ORIGINAL PURCHASE RECEIPT!!

THE EXPERTISE YOU NEED, THE ATTITUDE YOU DESERVE!

Signed: _____

Date: _____



126 N West Suite A
Wichita, KS 67203
www.ribbitcomputers.com
316-612-1500



Butler Community College
901 S Haverhill Rd.
El Dorado, KS 67042

Estimate # 1411
Estimate Date 08-03-21
Total **\$135,000.00**

Item	Description	Unit Cost	Quantity	Line Total
PC Hardware:RAM	8 GB DDR4 SOD#MM	\$45.00	3000.0	\$135,000.00

THIS IS AN ESTIMATE

Subtotal **\$135,000.00**
Tax \$0.00
Estimate Total **\$135,000.00**

Disclaimer

A receipt is required for any returns or exchanges. New merchandise must be returned within 5 days of the purchase date and exchanges must be done within 10 days of the purchase date. Merchandise returned with missing or damaged packaging/part are subject to a minimum 20% restocking fee. Ribbit Computers reserves the right to refuse refunds if the merchandise is used for testing purposes or if the packaging/product has been opened or is permanently damaged. No Printer or Software returns will be accepted. There is a 30 day limited in-store warranty on new parts. Full warranties can be utilized via the original equipment manufacturer.

ALL WARRANTIES REQUIRE THE ORIGINAL PURCHASE RECEIPT!!

THE EXPERTISE YOU NEED, THE ATTITUDE YOU DESERVE!

Signed: _____

Date: _____



TOPIC for ACTION
Butler Classroom Furniture Replacement

REPORT:

During the past several years, Facilities Management (FM) has been reviewing replacement of old furniture across campus. Since the COVID pandemic, this has become a priority for disinfecting purposes. FM has collected quotes for the replacement of furniture 25 years or older across campuses. The old furniture is stained and hard to clean and disinfect. The new furniture will be modern and easily cleaned to protect stakeholders from COVID and other viruses. The new furniture will allow staff to clean more efficiently on a daily basis.

The furniture quotes include State contract pricing for ADA classroom tables, chairs, and faculty stools. This project can be fully funded by COVID relief funding.

The following quotes were collected:

John Marshall Co.- HON Brand-	\$487,248.37
John Marshall Co.- Sit On Brand-	\$472,514.50
LaForges Office Supply- HON Brand-	\$451,988.51

Due to the length of the three quotes (76 pages total), LaForges Office Supply final quote page as well as the two overall quote sheets from John Marshall are included in the Board Book indicating the total amounts listed above. All three quotes include detailed part numbers, quantities, part descriptions, and options needed for specifically identified classrooms. A hard copy of all the complete quotes will be available at the meeting.

RECOMMENDED ACTION:

The Board of Trustees approve LaForges Office Supply bid for \$451,988.51.

RECOMMENDED FUNDING SOURCE:

HEERF II Funding

Submitted by: Ireland Turner
Supervisor: Kent Williams
Date: 9-14-21

Customer Quote 08/3/2021

Project: FURNITURE

Sold to
 Company name: BUTLER COMMUNITY COLLEGE
 Contact Person:
 Contact Phone:
 Contact Fax:

Distributor
 Company name: OFFICE PLUS OF KANSAS
 Salesman: ANDY LAFORGE
 Salesman Phone:
 Salesman Fax:



200 OAK ST.
 MUSCATINE, IA 52761
 STATE OF KS CONTRACT# 43986

#	Company	Part Number	Options	Description	Qty	List	Sell	Ext. Sell
		Select Grade 1 Paint	.P	Black				
							Total -	\$47,465.82
							Total W-BUILDING 1600	\$47,465.82
XX-INSTALL								
-								
154	OFFICE PLUS OF KANSAS	XX-INSTALL		LOT, INSTALLATION OF PRODUCT AS QUOTED 7/27/2021	1	\$28,900.00	\$28,900.00	\$28,900.00
							Total -	\$28,900.00
							Total XX-INSTALL	\$28,900.00
							Subtotal	\$451,988.51
							APPLICABLE TAX NOT INCLUDED	\$0.00
							Total	\$451,988.51



John A Marshall, Co.
100 N. Broadway
Suite 120
Wichita, KS 67202
Phone: 316-262-5300

8/2/2021

BUTLER CLASSROOMS - HON OPTION

Bill To:

Ship To:

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

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

Notes:

OMNIA CONTRACT - NEGOTIATED TIER PRICING

Total Sell Price: \$487,248.37

Customer Signature: _____

O:\Wichita\Clients\Butler Community College\El Dorado, KS\MISC QUOTES\HON CLASSROOMS.sp4



John A Marshall, Co.
100 N. Broadway
Suite 120
Wichita, KS 67202
Phone: 316-262-5300

Thursday, August 05, 2021

BUTLER CLASSROOMS - HON -SIT ON IT ALTERNATE

Bill To:

Ship To:

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

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

Notes:

SIT ON IT AND OMNIA OMNIA CONTRACT - NEGOTIATED TIER PRICING
ORDER MUST BE PLACED BY SEPTEMBER 24 TO AVOID HON PRICE INCREASE

Total Sell Price: \$472,514.50

Customer Signature: _____

O:\Wichita\Clients\Butler Community College\El Dorado,KS\MISC QUOTES\HON-SOI
CLASSROOMS.sp4

TOPIC for ACTION
Solicitation of Bids for Deferred Maintenance and Renovation Projects

REPORT:

As discussed at the August 10 board meeting and the August 23 work session the administration is seeking board approval to solicit bids for the projects shown in Table 1 below. These projects will be bid as a bundle using a construction manager at risk (CMR) format.

Table 2 provides information on the funding sources for these projects. The HEERF Designated Account column shows a negative amount of \$730,615. There is a reasonable chance that the college will be able to claim additional lost revenue from enrollment decrease based on a five-year average, in which case Direct HEERF Funds will be shifted to the HEERF Designated Account. This would allow the anticipated project cost to be fully covered by HEERF funds. If the college is not able to claim enough lost revenue, then the difference will be funded from the Capital Project Designated Account.

RECOMMENDED ACTION:

Approve the solicitation of bids for the projects shown in Table 1 as a bundle using a CMR format.

RECOMMENDED FUNDING SOURCE:

Direct HEERF funds and HEERF Designated Account with the possible use of the Capital Project Designated Account.

Submitted by: Kent Williams, Vice President of Finance

Supervisor: Kim Krull

Date: September 6, 2021

Table 1 - Recommended Projects Bid Bundle							
		BOT Approval to Bid	Bid Approval to BOT	Project End Date	Estimated Cost	HEERF Direct Funding	HEERF Designated Fund
1	1600 (EduCare) Bldg	9/14/21	12/14/21	5/1/22	\$795,713	\$200,000	\$595,713
2	ADA: 100,500 600 900& sidewalks	9/14/21	12/14/21	6/20/22	\$195,000		\$195,000
3	700 Building Roof	9/14/21	12/14/21	8/10/22	\$184,536		\$184,536
4	300 HVAC equipment	9/14/21	12/14/21	5/1/22	\$800,865	\$800,865	
5	500 HVAC equipment	9/14/21	12/14/21	3/31/23	\$2,237,220		\$2,237,220
6							
7	Recommended bid bundle				\$4,213,334	\$1,000,865	\$3,212,469

Table 2 - Sources and Uses of Funds for Renovation and Deferred Maintenance			
	Direct HEERF Funds	HEERF Designated Account	Total HEERF Sources
Currently Identified HEERF Sources			
HEERF I Indirect Costs (HEERF Designated Fund)		\$133,702	\$133,702
HEERF II Indirect Costs (HEERF Designated Fund)		\$1,878,864	\$1,878,864
HEERF III Indirect Costs (HEERF Designated Fund)		\$1,033,379	\$1,033,379
HEERF III Revenue Loss FY21 (HEERF Designated Fund)		\$3,344,802	\$3,344,802
COVID Salaries (HEERF Designated Fund)		\$231,000	\$231,000
HEERF III available direct funding	\$1,876,865		\$1,876,865
Total Currently Identified HEERF Source	\$1,876,865	\$6,621,747	\$8,498,612
Uses: FM Projects and Other Budgeted HEERF Funded Items			
Renovation and Deferred Maintenance Projects - from Table 1	\$1,000,865	\$3,212,469	\$4,213,334
Electrical infratructure - approved by BOT - August		\$862,986	\$862,986
Prepaid IT Contracts		\$876,907	\$876,907
Service Recognition Awards		\$800,000	\$800,000
Virtual Tour		\$35,000	\$35,000
BKD Financial Tools		\$115,000	\$115,000
Self Funding Health Insurance		\$500,000	\$500,000
Academic Development Fund		\$100,000	\$100,000
Strategic Innovation Fund		\$100,000	\$100,000
Property Insurance Deductible Fund		\$500,000	\$500,000
Facilities Fund (operational maintenance items)		\$250,000	\$250,000
Total FM project and Other HEERF Funded Items	\$1,000,865	\$7,352,362	\$8,353,227
Currently Identified HEERF Sources less FM Projects and Other Budgeted HEERF Funded Items			
	\$876,000	(\$730,615)	\$145,385

AGREEMENTS AND CONTRACTS

TOPIC FOR ACTION
Douglass Neighborhood Revitalization Program

REPORT:

The City of Douglass has submitted a renewal agreement for the current NRP with no changes proposed to the original agreement. The renewal request is for the period commencing January 2022 and expiring December 31, 2024. This NRP provides opportunities to promote the revitalization and development of certain areas with the City of Douglass in order to protect the public health, safety, and welfare of the residents. Residential and commercial properties are eligible within designated areas in Douglass. In order to be eligible, real property must have a minimum increase of at least 10% or \$5000 of the assessed valuation for residential property and 15% or \$10,000 for commercial/industrial. There is a maximum of 10 years and 95% rebate.

The City of Douglass is asking for our participation requesting that the Board approve a resolution entering into an interlocal agreement with the City, the Board of County Commissioners, USD 396 Board of Education, and the Trustees of the Douglass Township.

RECOMMENDED ACTION:

Recommend renewal of this agreement.

RECOMMENDED FUNDING SOURCE:

N/A

Kim Krull 9/14/21
Name of individual submitting report Date

Lance Lechtenberg 9/14/21
Name of supervisor Date

**NEIGHBORHOOD REVITALIZATION PROGRAM
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this day of _____, 2021 by and between the City of Douglass, a duly organized municipal corporation hereinafter referred to as "City", Board of Butler County Commissioners of Butler County, Kansas, hereinafter referred to as "Butler County", Unified School District #396 hereinafter referred to as "USD 396", the Trustees of the Douglass Township, hereinafter referred to as "Township", and Butler Community College hereinafter referred to as "BCC".

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

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

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

WHEREAS, K.S.A. 12-17, 114 et. seq. (Kansas Neighborhood Revitalization Act (KNRA)) provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and **WHEREAS**, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. Supp. 12-17, 114 et. seq. by acting jointly.

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

1. The parties agree to consider and adopt a neighborhood revitalization plan in the same form and content as **Exhibit A**, attached hereto and incorporated by reference as if fully set forth herein. Any amendment to the Plan also is an amendment to the agreement which will require reapproval and refiling of the agreement. 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 Agencies, 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, and the plan and the rights of all Public Agencies shall be governed by and construed according to the laws of the State of Kansas.

2. The purpose of this agreement is to join and cooperate in exercising the powers and duties authorized by K.S.A. 12-17,114 et seq., the Kansas Neighborhood Revitalization Act.

3. The parties further agree the City of Douglass shall be the administrator to administer the Interlocal Agreement and Butler County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The parties acknowledge and agree that five (5) percent of the increment, as defined in K.S.A. 12-17, 115(e), shall be utilized to pay for administrative costs in implementing and administering the plan, with the five (5) percent being utilized by Butler County, as described in the neighborhood revitalization plan.

4. Butler County shall create a neighborhood revitalization fund pursuant to K.S.A. 12- 17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the City, Butler County, Douglass Township, USD 396 and BCC resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.

5. This agreement shall expire on December 31, 2024. The parties agree to undertake review of the neighborhood revitalization plan commencing on January 1, 2022 to determine continuation of a neighborhood revitalization plan and participation in a new interlocal agreement.

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

7. The parties further agree that any party may terminate this agreement by providing ninety (90) days' notice in writing to the other parties. Provided, however, that any application for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

8. Prior to its entry into force, this Agreement shall be filed with the Register of Deeds of Butler County and the Secretary of State.

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

BUTLER COUNTY COMMUNITY COLLEGE

Lance Lechtenberg

Attest:

(Seal)

Forrest Rhodes (Attest)

Date

Exhibit A
City of Douglass
Neighborhood Revitalization Plan

PURPOSE:

This plan is intended to promote the revitalization and development of certain areas within the City of Douglass, in order to protect the public health, safety and welfare of the residents of the City. More specifically, the City will offer property tax rebates for certain improvements or renovation of property within the designated areas in accordance with the provisions of K.S.A. 12-17, 114 et seq.

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- I. Real property is eligible, including residential and all commercial types.
 - A. All real property and improvements in the designated areas within the City of Douglass are eligible. Maps and legal descriptions of the Neighborhood Revitalization areas are available at Douglass City Hall.
 - B. Owners wishing to rehabilitate **1**, add to existing buildings, or construct new buildings are eligible to apply for revitalization under this plan. Only one building permit will be required for each application.
 - C. Condemned properties (as determined by the City's Enforcing Officer and approved by the City Council) and any future properties that qualify for a City of Douglass rehabilitation/grant program are eligible. These properties must qualify through a description of blight, health, or safety issues or grant programs as established by the City of Douglass.
- II. Criteria to be used by City Staff to determine specific real property eligible for revitalization and property tax rebate are as follows:
 - A. Construction or improvement must have begun on or after January 1, 2016, the effective date of this plan, provided, however no application will be processed until approval has been received on the interlocal agreement from the Attorney General's Office
 - B. Must be a minimum increase of at least 10% (or \$5,000)* of the assessed valuation as determined by the County Appraiser for residential, and 15% (or \$10,000)* for commercial/industrial. Maximum of ten years and a 95% rebate. ***Whichever is higher.**
1. **Projects that are more likely to increase a structure's appraised value include additions, windows, siding, etc. Projects such as painting and carpet are eligible, but may not result in much, if any, increase in value (and consequently, little if any tax rebate).**

- C. New as well as existing improvements on property must conform with all code rules and regulations in effect at the time improvements are made. **Permits must be approved before the commencement of construction.**
 - D. Applicants are not allowed to “phase-in” improvements. Additional increases in valuation to the property shall not be considered in the rebate calculation after the original improvement value is established by the County Appraiser. Construction must be on one parcel at one time. Parcels are determined by CAMA number.
 - E. Any property that is delinquent in payment to Butler County of any real estate tax and/or special assessment at the time of application will forfeit admission in the program.
 - F. Any property that is delinquent in payment to Butler County of real estate tax and/or special assessment will forfeit any current and future rebates; however, the City of Douglass, at their sole discretion, may reinstate any NRP property one time after being delinquent on the above mentioned taxes or assessments during the life of the property’s participation in the NRP program. No property shall be granted such consideration for reinstatement if it was disqualified prior to January 1, 2016 or has previously been granted this allowance.
 - G. If the property that has been approved for a tax rebate is sold, the rebate remains in effect and will transfer to the property owner.
-
- 1. **Projects that are more likely to increase a structure’s appraised value include additions, windows, siding, etc. Projects such as painting and carpet are eligible, but may not result in much, if any, increase in value (and consequently, little if any tax rebate).**

APPLICATION FOR TAX REBATE
City of Douglass Neighborhood Revitalization Program
(Please Print or Type)

Owner's Name _____ Dy Phone # _____

Owner's Mailing
Address _____

Property
Address _____

Parcel Identification Number: _____

Legal Description of Property _____

(Use Additional Sheets of Necessary)

Property Type (check one) Residential/Retail Commercial/Industrial

Existing Use _____

Proposed
Use _____

Age of Principal Building(s) _____

Occupancy Status During Last 5 Years _____

List of Buildings to be Renovated or Demolished _____

List of Proposed Improvements _____

(Be Specific – Use Additional Sheets if Necessary)

Total Cost of Improvement \$ _____ Actual Estimated

Construction to Begin on _____, 20____ Building Permit _____

Date of Completion _____, 20____ Actual Estimated

By _____ Date _____, 20____
(Property Owner's Signature)

FOR COUNTY APPRAISER'S USE ONLY

As of _____, 20____ Land \$ _____
The appraised valuation of the property is: Improvements \$ _____
Total \$ _____

By _____ Date _____, 20____

**PART 2
FOR PROPERTY OWNER'S USE ONLY**

As of January 1 following commencement of construction, the improvements are:

Complete Incomplete

By _____ Date _____, 20____
(Property Owner's signature)

FOR COUNTY APPRAISER'S USE ONLY

The Improvements made to this property DID DID NOT increase
The appraised valuation of this parcel.

By _____ Date _____, 20____
(County Appraiser's Office)

FOR COUNTY CLERK'S USE ONLY

As of _____, 20____ taxes and special assessments on this parcel of

Property ARE ARE NOT delinquent.

By _____ Date _____, 20____
(County Clerk's Office)

FOR CITY PALNNING/ZONING USE ONLY

The above application IS IS NOT in conformance with the requirements of the City of Douglass code and zoning ordinances and regulations.

By _____ Date _____, 20____
(City Planning/Zoning Office)

FOR CITY ECONOMIC DEVELOPMENT USE ONLY

The above application IS IS NOT in conformance with the requirements of the City of Douglass' Neighborhood Revitalization Plan.

By _____ Date _____, 20____
(City Economic Development Office)

TOPIC for ACTION
Adult Education and Family Literacy Act (AEFLA) Grant

REPORT:

The Adult Education and Family Literacy Act (AEFLA), enacted as Title II of the Workforce Innovation and Opportunity Act (WIOA) of 2014 is the principal source of federal support for adult basic and literacy education programs for adults who lack basic skills, a high school diploma, or proficiency in English. WIOA replaces the Workforce Investment Act of 1998 and retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. As part of the law, competitive grants were written in in spring 2020 in Kansas to fund eligible providers for an initial year grant, with renewals contingent on the grant recipient's ability to successfully implement the terms of the grant. Butler CC Adult Education received the **estimated AEFLA grant of \$271,840.00** as part of the AEFLA renewal grant for FY2022. Programs must match 50% of the federal funding as part of the WIOA legislation, of which Butler matches 25% through in-kind funding.

RECOMMENDED ACTION:

Approve the FY22 AEFLA renewal grant of \$271,840.00 for Butler Community College Adult Education. The AEFLA grant includes funding from Federal, State, and Federal Integrated English Language and Civics Education (IELCE) sources.

RECOMMENDED FUNDING SOURCE:

No new funding is needed. Matching funds for the grant will come from the currently funded local match and other in-kind funding.

Submitted by: Sherry Watkins, Director of Adult Education

Supervisor: Phil Speary,

Dean for Academic Support Services/ College Readiness

Date: August 30, 2021



KANSAS BOARD OF REGENTS

April 30, 2021

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

Dear President Krull,

Butler Community College has been tentatively awarded the following funds for Adult Education and Family Literacy (AEFLA) activities under the Workforce Innovation and Opportunity Act (WIOA) for fiscal year 2022.

<u>Funding Type</u>	<u>Amount</u>
Federal	\$163,710
State	\$80,339
IELCE	\$27,791
Totals	\$271,840

All federal funds, including Integrated English and Civics Education (IELCE), are based on the notice of award received from the U.S. Department of Education, Office of Career Technical and Adult Education. Should the Kansas federal allocation change, all AEFLA programs' federal awards shall be adjusted proportionately.

State/Federal Fund Availability

Ninety percent of state funds will be distributed in late summer and the remaining ten (10) percent will be distributed in the fourth quarter of fiscal year 2022. Federal funds will be available July 1, 2021 and must be reimbursed based on actual expenditures.

Integrated English Language Civics Education Funds

Federal IELCE funds are awarded separately from federal and state AEFLA funds and must be expended for allowable IELCE activities under WIOA section 243. IELCE funds are available for reimbursement beginning July 1, 2021.

Thank you for supporting Kansas adult education and our students!

Sincerely,

/s/ Connie Beene, Sr. Director
Adult & Career Technical Education

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★ 1000 SW Jackson, Suite 520, Topeka, KS 66612-1368 ★ Tel 785.430.4240 ★ Fax 785.430.4233 ★ www.kansasregents.org ★

TOPIC for ACTION
Adult Education and Family Literacy Act (AEFLA)
State Leadership Professional Development Grant

REPORT:

The Adult Education and Family Literacy Act (AEFLA), enacted as Title II of the Workforce Innovation and Opportunity Act (WIOA) of 2014 is the principal source of federal support for adult basic and literacy education programs for adults who lack basic skills, a high school diploma, or proficiency in English. WIOA replaces the Workforce Investment Act of 1998 and retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. As part of the law, Subtitle B, Section 223, states must provide funding under state leadership for professional development of all AEFLA funded programs. Butler Community College Adult Education program received \$ 8,186.00 to be used for Adult Education professional development for the 2022 fiscal year.

RECOMMENDED ACTION:

Approve the FY22 AEFLA State Leadership Professional Development grant of \$8,186.00 for Butler Community College Adult Education.

RECOMMENDED FUNDING SOURCE:

No new funding is needed.

Submitted by: Sherry Watkins, Director of Adult Education

Supervisor: Phil Speary, Dean for Academic Support Services/ College
Readiness

Date: August 30, 2021



KANSAS BOARD OF REGENTS

August 1, 2021

Dr. Kimberly Krull
Butler County Community College
901 South Haverhill Road
El Dorado, KS 67042-3280

Dear Dr. Kimberly Krull:

Your institution has been awarded the following funds for Adult Education and Family Literacy (AEFLA) activities under the Workforce Innovation and Opportunity Act (WIOA) for fiscal year 2022.

Funding Type	Amount
Federal Professional Development	\$8,186

We are excited to make these funds available to support professional development activities for your adult education administrators and staff. The funds are currently available in the KBOR draw system and must be expended and requested by June 15, 2022.

Thank you for supporting Kansas adult education and our students!

Sincerely,

Connie Beene, Sr. Director
Adult & Career Technical Education

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KANSAS BOARD OF REGENTS

**FEDERAL GRANT SUBAWARD
NOTIFICATION**

Date of subaward: July 1, 2021

Federal Award Identification

1. Subrecipient's Name	Butler Community College
2. Subrecipient's DUNS number	081403388
3. Federal Award Identification Number (FAIN)	V002A00016
4. Federal Award Date	July 1, 2021
5. Subaward Period of Performance	
Start Date	July 1, 2021
End Date	June 30, 2022
6. Amount of Federal Funds Obligated by this Action	\$158,840
7. Total Amount of Federal Funds Obligated to subrecipient	\$8,186
8. Total Amount of Federal Award	\$4,257,579
9. Federal award project description	Adult Education – State Grant Program
10. Name of Pass-through entity and contact information for awarding official	Kansas Board of Regents Connie Beene, 785.430.4271
11. CFDA number and Name	84.002A
12. Is this a Research and Development award?	No
13. Indirect cost rate	Restricted indirect rate of 8% per 34 C.F.R. Section 76.564 (c)(2).

Comments: Administrative expenses may be comprised of direct and indirect costs, and unless otherwise negotiated must not exceed 5% of total annual award.

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TOPIC for ACTION
AO-K @ Work Grant

REPORT:

In 2020, the Kansas State Adult Education program under the Kansas Board of Regents received a grant from the Wal-Mart Foundation to develop customized training programs branded as Accelerating Opportunity: Kansas @ Work (AO-K @ Work). These programs, which are delivered in partnership with retail and service sector employers, focus on employer and employee needs, providing engaging staff development, and retaining a more skilled workforce. AO-K @ Work is a program that provides the opportunity for employees to pursue their education at no cost to them. Instruction is available in English as a Second language, skills for the workplace, or helping employees earn their high school diploma. Butler's Adult Education program has received \$22,300.00 to continue a second year in their work with area employers to provide adult education classes.

RECOMMENDED ACTION:

Approve AO-K @ Work grant for \$22,300.00 for the FY22 academic year.

RECOMMENDED FUNDING SOURCE:

No new funding is needed.

Submitted by: Sherry Watkins, Director of Adult Education
Supervisor: Phil Speary, Dean, Academic Support Services/ College Readiness
Date: August 30, 2021



KANSAS BOARD OF REGENTS

July 27, 2021

Dr. Kim Krull, President
Butler Community College
901 S Haverhill Road
El Dorado, KS 67042-3225

Dear President Krull,

Butler Community College has been awarded the following funds for the AO-K @ Work grant.

	Amount
Career Navigation/Instruction	\$20,000
Training & Planning	\$1,000
Supplies	\$1,300
Total	\$22,300

Funds will be available August 1, 2021 and will be reimbursed monthly based on actual expenditures.

As you continue to develop the relationships with employers you have started, you may have additional employers that would like to commit to provide training for their employees. Please submit a supplemental budget request and we will evaluate the potential to provide additional funds for these services if there are still funds available.

Thank you for your support of this grant initiative.

Sincerely,

/s/ Connie Beene
Adult & Career Technical Education

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TOPIC for ACTION
Department of Corrections Educational Services Contract

REPORT:

Butler Community College received a contract to provide educational services to be located at the El Dorado Correctional Facility (EDCF) located in Butler County. The term of the contract is from July 1, 2021 through June 30, 2024, with the option to renew for five (5) additional one-year terms based on performance and availability of funding. In consideration for the services provided by BCC, total compensation for the 36-month initial term beginning July1, 2021 through June 30, 2024 shall not exceed \$1,163,640 (\$387,880 per year) from State General Funds as appropriated from the Legislature plus any federal funds that may be allocated to the KDOC by the Kansas State Department of Education (KSDE). No additional Butler Community College funding is required for implementation of these services.

RECOMMENDED ACTION:

It is recommended that the Board of Trustees approve the aforementioned contract with the Department of Corrections.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Jaime Goering
Supervisor: Dr. Esam Mohammad
Date: August 1, 2021

AGREEMENT BETWEEN STATE OF KANSAS

DEPARTMENT OF CORRECTIONS (KDOC)

AND

BUTLER COMMUNITY COLLEGE (BCC)

This Agreement is made by and between the Kansas Department of Corrections, hereinafter referred to as KDOC, and BUTLER COMMUNITY COLLEGE, hereinafter referred to as BCC, for educational, career and job readiness services at El Dorado Correctional Facilities as outlined in this Agreement.

WHEREAS, the KDOC is actively engaged in recidivism reduction, by delivering evidence-based programs, interventions and services, including education, career training and job readiness services;

WHEREAS, BCC has experience and expertise in delivering education, career training and job readiness services to adult offenders in a correctional environment; and employs staff with proper certification and training to deliver such services;

NOW THEREFORE the parties agree to the following:

1. The term of the contract is from July 1, 2021 through June 30, 2024, with the option to renew for five (5) additional one-year terms based on performance and availability of funding.
2. In consideration for the services provided by BCC, total compensation for the 36-month initial term beginning July 1, 2021 through June 30, 2024 shall not exceed \$1,163,640 (\$387,880 per year) from State General Funds as appropriated from the Legislature plus any federal funds that may be allocated to the KDOC by the Kansas State Department of Education (KSDE). This amount shall be paid in monthly payments not to exceed \$32,323.33 per month, upon submission of invoices by BCC

to the KDOC, which details expenses. BCC shall not bill the KDOC in excess of its actual expenses and shall not bill for administrative fees in excess of 4%, or a total of \$15,515.68 annually during the life of this contract.

- a. BCC agrees to furnish documentation of expenditures incurred if requested by the KDOC. Any property purchased, technology implemented, and physical space utilized as part of the contract funding or services can be shared among other education contract partners at the discretion of the KDOC.
 - b. Any purchase and/or placement of cables, wires, equipment, etc. *must* have prior approval from KDOC.
 - c. Any purchases over \$500 must include a short justification along with the invoice along with location (facility/building/room). Items will be inventoried using KDOC Education Property Tags. Removal or relocation of large items must be reported immediately.
 - d. KDOC reserves the right to complete full contract audits every six months or as needed.
 - e. If BCC fails to comply with the terms and conditions of this Agreement, the KDOC shall withhold payment until such conditions are met.
 - f. Amendments to the contract can be proposed by either the contract partner or the KDOC after the start date of July 1, 2021.
3. BCC will provide education services as set forth in *Attachment A*. To the extent that is within BCC's control, BCC will enroll the target number of offenders at a minimum, and reach the target percentage of successful completions at a minimum, that are reflected at *Attachment A*. BCC will provide instruction and student support services to adults who lack a high school credential or secondary level credentials or who are not proficient in English, prepare individuals for the GED test or other high school equivalency exam, improve job skills including critical thinking, locating information, digital literacy, time management, and interpersonal relationships.
 4. To support delivery of these services, BCC agrees to,

- a. Conduct all necessary education and employment assessments upon intake at the Reception and Diagnostic Unit (RDU) and EDCF; initiate Education and Employment Plans for each individual; assist with the transition to the home facility Education Navigator case management.
- b. Hire Education Navigators using *Attachment C* as guidelines for position descriptions. These individuals will work closely with the KDOC Education staff to build out education pathways and solutions for current and future students.
- c. Participate in quarterly strategic planning meetings, as needed, with KDOC designated staff in the Central Office, to address progress, barriers, solutions, and other issues related to policies, practices and procedures that impact the delivery of the services under this Agreement.
- d. Participate in monthly strategic planning meetings, as needed, with designated facility staff at each site where services are delivered, and on an ongoing basis address policies, practices and procedures, to ensure any barriers to effective delivery of the services under this Agreement.
- e. Participate in multi-discipline staffing of individual cases in the facilities, as needed to address barriers to individual offenders successfully completing the services under this Agreement.
- f. Participate in mandatory training and Internal Management Policy and Procedure (IMPP) review processes.
- g. Ensure BCC staff delivering services under this Agreement are familiar with the principles of social learning, including motivational interviewing, cognitive skills-building and core effective correctional practices; and use these principles and tools to engage offenders to increase successful completions and positive impact of the services, including by modeling and reinforcing pro-social thinking and decisions by offenders.

- h. Ensure career training provided in the facilities is evidence-based, market-relevant and tied to employability, including by,
 - i. Developing curricula that is evidence-based for the industry;
 - ii. Conferring with workforce and Commerce staff to determine market-relevance;
 - iii. Conferring with Kansas employers to ensure the content of the curriculum is meeting employers' needs;
 - iv. Exposing offenders enrolled in career training to Kansas employers to increase opportunities for employability;
 - v. Including in the career training classes information about employability, and using cognitive interventions to increase motivation, providing pro-social modeling and coaching;
 - vi. Communicating with employers and workforce centers about the skills learned by offenders in the career training classes, in general, and in specific cases, to help the offender's chances of employment;
 - vii. Use available and relevant skills/interests assessments and information from those assessments to make placements in the classes;
 - viii. Confer with facility unit team staff to address motivation and performance issues, to enhance performance, learning, progress and use of the information learned for success.
- i. Establish a strong infrastructure of support for the educational and career training services delivered, including by,
 - i. Strengthening resources through grant applications and community partnerships, to increase and leverage resources;
 - ii. Developing strategic partnerships with state agencies, postsecondary institutions, community organizations, employers and industry associations;

- iii. Working with KDOC to build new programs in the future; to seek scholarship match funds for those residents who are not eligible for Pell, so they can participate in credit-bearing CTE programs; and otherwise work together to continue growing a robust adult and higher education program at this facility.
- j. Ensure educational and career training services are consistent with and supportive of an offender's overall needs related to employment upon release, including by,
 - i. Reviewing assessments completed at RDU for knowledge, skill and occupational interest, using valid standardized tests approved by KDOC; and updating these assessments as necessary if the offender's circumstances change, especially after the initial adjustment to incarceration;
 - ii. Utilizing Education and Employment Plans with all learners; coordinating that plan with the overall case plan developed with the offender's unit team counselor; and reviewing, updating and implementing the plan;
 - iii. Documenting progress on the plan, particularly in achieving educational or career training goals; updating the unit team counselor on progress; and providing relevant documentation to the offender to use at the point of reentry;
 - iv. Assisting individuals in preparing for next steps, such as through providing them copies of certifications; connecting them to community resources to pursue further education upon release, including related to accessing financial aid; and helping offenders identify and establish realistic and relevant educational and employment goals upon release.
- k. Use technology including software and hardware to maximize and enhance the delivery of services, developing partnerships to achieve this goal.
- l. Participate in data collection and evaluation with the KDOC and its researcher/evaluator as necessary to evaluate the processes and impact of the services provided through this Agreement.

- m. Include the function of an Application Programming Interface (API) to allow for the transfer of data to other contract partners and KDOC operating systems, applications, or other services for all data collected.
- n. Share data related to KDOC contracts among other contract partners for all services and programs.
- o. Utilize Cloud servers whenever possible.
- p. Maintain adequate staffing levels to deliver the services under this Agreement, and provide all necessary administrative, instructional and support staff for the effective delivery of services under this Agreement.
 - i. Require all staff to have the necessary education, experience and credentials necessary for delivery of services under this Agreement.
 - 1. BCC shall have the discretion to employ or contract with a person or organization for GED tutoring services without requiring a teaching certificate; before doing so, the proposed hiring or partnership shall be submitted to and approved by KDOC, and shall in the proposal illustrate why the proposed person or organization has the skills and ability to provide the services needed without requiring the certification.
 - ii. Require all staff to pass a background check regarding criminal history before entering any correctional facility.
 - iii. Require all staff to complete facility training and orientation, including basic training as a new employee and annual training on an ongoing basis, as directed by the facility.
 - iv. Require all staff to comply with all rules, regulations and policies of the KDOC, and to acknowledge this requirement in writing as part of training and orientation.

- q. Work with facility staff at each site where services are delivered under this Agreement to establish a referral process for offenders receiving services under this Agreement, and a process for updating unit team counselors who refer offenders for services on progress.
BCC agrees to work with KDOC in flexing schedules of staff so that coverage of education programs and services under this contract are available during hours/days as needed to accommodate residents who are working private or correctional industry jobs
- r. Make monthly staffing rosters and quarterly progress reports using the KDOC report form by emailing the report to cris.fanning@ks.gov, Jennifer.bruneun@ks.gov, Kelly.potter@ks.gov, Margie.pbelps@ks.gov
- s. BCC shall maintain compliance with all relevant state and federal laws, regulations or standards which mandate the availability or govern the delivery of services to offenders with special accommodations, including, evaluation, assessment of learning needs, individual programming with appropriate design and delivery, for inmates who are developmentally or learning disabled, hearing impaired, language impaired, speech impaired, physically or other health impaired, hearing or visually impaired.
- t. BCC shall use a variety of delivery models approved by the Kansas State Board of Education, including but not limited to: pull out, resource room, consulting teacher, itinerant teacher models, or any combination, to ensure separate and independent GED services are available to all education sites as appropriate.
- u. BCC shall adhere to class size and caseload specifications for program areas for GED instruction as defined by the Kansas State Board of Education.
- v. BCC shall remain current from literature, research, conferences, and other sources, on effective strategies, and policies, rules, regulations and laws regarding GED services, and use the most effective and current strategies known to provide GED services and comply with all applicable laws, rules and regulations in the delivery of such services.

- w. Provide GED testing at the correctional facilities where services are delivered consistent with all federal and state laws, rules, regulations and procedures.
- x. Provide services throughout the thirty-six months of this Agreement, with GED staff virtually or on site for 188 days per year, not including state holidays or other days designated by the Governor as days on which state offices are closed.
- y. Structure schedules of staff, dividing time between classroom work and in-service/administrative work as deemed necessary, provided it does not prohibit meeting the targets in terms of number enrolled as reflected in *Attachment A*.
- z. Maintain daily attendance records for all classes offered as part of the delivery of services under this Agreement.
- aa. Conduct evaluation of educational programs as is required by law or industry standard, at BCC's expense, as required for accreditation; and maintain accreditation as necessary for delivery of services under this Agreement.
- bb. Allow on site reviews of the delivery of services at all locations by KDOC, at any time the facility or Central Office staff desire.
- cc. Maintain all curricula used in the delivery of services under this Agreement, available for inspection upon request; update such curricula as necessary to ensure information and material is current and relevant.
- dd. Maintain adequate inventory of instructional material, supplies and equipment for the delivery of services under this Agreement.
 - i. All equipment, material and supplies shall remain the property of KDOC if purchased for the delivery of services under this Agreement and shall remain at the site of the services should this contract be terminated by either party.
 - ii. BCC shall maintain an inventory of all instructional material, supplies and equipment purchased or provided for delivery of services under this Agreement, and provide KDOC with a quarterly inventory of equipment.

- iii. Any property of BCC which is located at the correctional facilities and used for delivery of services under this Agreement shall be given reasonable care and attention to provide for its safety from loss or damage when BCC staff are absent from the premises.
- iv. KDOC shall not be held liable for any loss of or damage to such property. If BCC discovers the loss or disappearance of any such property, BCC shall promptly notify KDOC, and KDOC shall take reasonable steps to locate and return the property to BCC, if possible, thereby avoiding further damage or loss. KDOC will release to BCC any property owned by BCC if this contract is terminated.
- v. BCC agrees to provide all aspects of support for technology, including necessary server(s), bandwidth, physical equipment, security and other needs. KDOC will provide a conduit and physical connection. BCC will be responsible to provide all other aspects of support for technology, including maintenance, network support and protection.
- vi. KDOC agrees to support BCC's work in delivering the services under this Agreement by,
 - 1. Running monthly and annual reports of offenders enrolled and completing the services under this Agreement, reflecting whether the completion was successful or unsuccessful, and making this information available to BCC;
 - 2. Working with BCC staff at each facility site where services are delivered to establish a referral process for offenders to be enrolled in the services under this Agreement;
 - 3. Reviewing policies, practices and procedures to ensure barriers to effective delivery of services under this Agreement are addressed;
 - 4. Providing adequate space for the services to be delivered at each site.

5. Working with BCC to address technology to support the delivery of services under this Agreement.
 6. Providing BCC access to electronic records and hard copy files, records, data and information about inmates served, as necessary for BCC staff to effectively deliver services under this Agreement.
 - a. BCC staff shall be bound by all rules of confidentiality that apply to KDOC regarding all such information.
 - b. Information received regarding inmates shall be used strictly and only for purpose of delivery of services under this Agreement.
 - c. BCC staff shall acknowledge all rules of confidentiality that apply in writing prior to being given access to such information.
 7. Collaborating with BCC directly or through its partners in the development of curricula or other components of the services to be delivered under this Agreement.
 8. Providing the level of security as determined by the Warden of each correctional facility to be appropriate for programs areas where the services delivered under this Agreement are provided.
 9. If and as agreed to by the facility Warden, providing a KDOC staff member at each site offering voluntary GED programming to be trained to, and to conduct, Official Practice Testing sessions for students in these programs wishing to take the series of final GED tests supervised by BCC staff.
- vii. BCC agrees during the course of this Agreement it will at all times maintain professional liability insurance in keeping with industry standards for assessment and care coordination providers in Kansas and will provide a certificate of insurance upon execution of this Agreement.

- i. BCC shall be responsible for all administrative and other costs associated with delivering the services outlined in this Agreement, including salary, benefits, office space, office supplies, office equipment, supervision, long distance costs, faxing costs, copying costs, travel, training, professional licensing, mileage, per diem, substance abuse assessments, cell phone/service, or any other costs incurred in delivering the services herein, from State General Funds as appropriated from the Legislature and any federal funds that may be allocated to the KDOC by the Kansas State Department of Education. The KDOC shall not be responsible for any other payment for the services beyond the \$63,718.16 per year from State General Funds as appropriated from the Legislature and any federal funds that may be allocated to the KDOC by the Kansas Department of Education indicated in this Agreement.
- ii. The contract persons for informal resolution of questions about this Agreement are:
 - a. BCC: Jaime Goering, Director of Resource Development
 - i. jgoering1@butlercc.edu
 - ii. Office: 316-322-3188 Cell: 316-617-7299
 - b. KDOC: Cris Fanning, Ph.D., Education Director
 - i. cris.fanning@ks.gov
 - ii. Office: 785-746-7538 Cell: 785-250-6968
- iii. All formal contract notifications and communications, whether notices of termination or for any other purpose under this Agreement, may be accomplished by use of registered mail, return receipt requested, commercial courier service, or personal delivery directed to the following designated individuals:
 - a. BCC: Jaime Goering, Director of Resource Development
 - i. jgoering1@butlercc.edu

ii. Office: 316-322-3188 Cell: 316-617-7299

b. KDOC: Jeff Zmuda, Secretary of Corrections

i. Jeff.zmuda@ks.gov

ii. Office: 785-746-7457

With a copy to:
Chief Legal Counsel
Kansas Department of Corrections
714 S. W. Jackson, 3rd Floor
Topeka, KS 66603

- iv. The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2024. This Agreement may be terminated by either party upon a minimum of thirty (30) days written notice of such termination provided to the other party. Notice by e-mail shall suffice as written notification. Notice of termination shall be considered effective upon the date of receipt of notice by the other party. BCC shall be paid for all services rendered up to and including the termination date.
- v. This Agreement may be renewed for five (5) additional one-year optional renewal terms, subject to availability of necessary funding and mutual agreement of the parties.
- vi. This Agreement may only be amended by written Amendment executed by KDOC and BCC.
- vii. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this Agreement. The parties do not intend that any person other than the State of Kansas be or become a third-party beneficiary to this contract.

- viii. KDOC neither assumes nor accepts any liability for the acts or failure to act, professionally or otherwise, of BCC or its agents or employees. BCC shall indemnify, keep, save, and hold harmless KDOC and the State of Kansas from any and all claims, demands, causes of action, damages, or liability arising from or out of any allegation of any kind or character arising out of a claim of intentional acts, actual negligence, or malpractice on the part of BCC or its agents, employees or representatives. This indemnification shall include but is not limited to costs, expenses, attorney fees, damages, awards or other expenditures necessitated by any such claim or litigation.
- ix. At all times during its performance hereunder, BCC shall be an independent contractor and shall not become or be deemed an agent, servant, or employee of the State of Kansas. BCC acknowledges that any individuals supplied hereunder to provide the services required of it shall be employees of BCC. BCC shall be responsible for all FICA, federal and state withholding taxes, workers' compensation coverage, and any and all other employment benefits due its employees.
- x. BCC agrees to comply with all applicable federal, state and local laws, rules and regulations and ordinances; and all provisions required thereby to be included herein, are hereby incorporated by reference. BCC agrees to indemnify and hold KDOC harmless from any loss, damage, or liability resulting from the violation on the part of BCC of any such laws, rules, regulations or ordinances.
- xi. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101, et seq. to any records, documents or other information – confidential or otherwise – regarding or relating to the execution and/or performance of this Agreement.

- xii. The parties enter into the Agreement in good faith and in the belief that this Agreement, and actions pursuant to this Agreement, are in accordance with appropriate State or Federal laws and regulations. In performing the terms and condition of this Agreement, each party agrees to cooperate with the other to the fullest extent.
- xiii. The provisions found in the Contractual Provisions Attachment (Form DA-146a), *Attachment D*, are hereby incorporated in this agreement and made part hereof. Should any of the provisions of this Agreement conflict with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.
- xiv. BCC shall at all times comply with the National Standards promulgated under the Prison Rape Elimination Act (42 U.S.C. §15601, et seq.), which are found at 28 CFR 115.5 to 115.93, inclusive, and the provisions of KDOC Internal Management Policy and Procedure (IMPP) 10-103, in regard to any of its employees who have or may reasonably be expected to have contact with inmates in delivering services and/or goods pursuant to this Agreement.
 - a. In Particular BCC shall:
 - i. Prior to the hiring of any employee to work under the aforesaid Contract who will regularly go inside any KDOC correctional facility to perform his or her duties, submit name and necessary identifying information to the KDOC for a criminal background check, and repeat this process at 5-year intervals as required by 28 CFR 115.17; and also shall also inquire of prospective hires and employees considered for promotion as to their involvement in any prior events involving sexual misconduct set forth at subsection (a) thereof, also per 28 CFR 115.17 at subsection (a);

- ii. promptly make its employees available for orientation and periodic training provided by KDOC in regard to the obligations and requirements imposed by said Act and National Standards, as required by 28 CFR 115.32 and IMPP 10-103, Sec. II;
 - iii. promptly make available upon request to KDOC in any sexual abuse incident review conducted pursuant to 28 CFR 115.86 in which any of Contractor's employees is involved as the target of the investigation and review, or a witness thereto, any of its employees for interview by the Sexual Abuse Incident Review Board, as well as any pertinent records regarding the incident in question; and
 - iv. promptly make available upon request any records necessary for KDOC to meet the requirements for data collection, review for corrective action, and audits, as set forth at 28 CFR 115.87, 115.88, 115.93.
- b. BCC further acknowledges that KDOC must bar any contract employee found to have engaged in sexual abuse from its facilities' premises, as well as report any such employee to law enforcement agencies and relevant licensing bodies, and that KDOC otherwise must take appropriate remedial measures in response to any violation of its sexual abuse or sexual harassment policies, as set forth at 28 CFR 115.77. Contractor further acknowledges and agrees that KDOC, in its sole discretion, may bar any contract employee under investigation for alleged sexual abuse or sexual harassment during the investigation.
- xv. BCC covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of its services hereunder. BCC further covenants that in the performance of this contract no person having such interest shall be employed or provided hereunder. BCC, its agents and employees agree to comply with K.S.A. 46-214a *et seq.* and amendments thereto, which govern conflicts of interest of persons who do business with the State of Kansas, and BCC represents that the provisions of those statutes have not and will not be violated by this contract or BCC's performance hereunder.

- xvi. This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and may not be assigned by either party hereto without the prior written consent of the other party. Any attempt to assign this contract in violation of this paragraph is void and of no effect.
- xvii. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- xviii. Should any dispute arise with respect to this Agreement, BCC and KDOC agree to act immediately to resolve the dispute. BCC agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Agreement of all non-disputed work; any additional costs incurred by BCC or KDOC as a result of such failure to proceed shall be borne by BCC and BCC shall make no claim against KDOC for such costs. BCC agrees it shall pursue all disputes through administrative avenues of KDOC before taking any action outside of KDOC with respect to the dispute.
- xix. In the event of any breach of this Agreement, or any provision thereof, the failure of either party to exercise any of its rights or remedies under this Agreement shall

not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein shall be cumulative and additional to any other remedies at law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above:

Amendment

Amendment Date: August 12, 2021

Amendment Number: 1

Contract ID: 0000000000000000000050520
Event ID: EVT0007952

Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Educational Services for Correctional Facilities

Agency/Business Unit: Kansas Department of Corrections - 52100

Period of Contract: July 01, 2021 through July 30, 2024
(With the option to renew for five (5) additional 12-month periods)

Contractor: BUTLER COUNTY COMMUNITY COLLEGE
901 S Haverhill Road
El Dorado, KS 67042

SMART Supplier ID: 0000063993

FEIN: 48-6123855

Contact Person: Jamie Goering
E-Mail: jgoering1@butlercc.edu
Local Telephone: 316-322-3188
Cell Phone Number: 316-617-7299
Fax: 316-322-3188

This Amendment is made by and between the Kansas Department of Corrections (KDOC) and Butler Community College pursuant to EVT 0007952, and hereby amends the contract between these parties under this same Contract ID # for the initial contract term from July 1, 2021 – June 30, 2024 and becomes part of that Agreement.

WHEREAS, the parties modified the referenced Contract as follows:

1. Paragraph 5 on page 1 is hereby amended to say: This amount shall be paid in monthly payments upon submission of invoices by BCCC to the KDOC, which details expenses.
2. Paragraph 2 (a) on page 2 is hereby amended to say: This amount shall be paid in monthly payments not to exceed 4% of the monthly expenses, upon submission of invoices by BCCC to the KDOC, which details expenses.

The remaining terms and conditions of the original Contract remain the same and are in full effect through June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives the day and year indicated below.

Kansas Department of Corrections

Jeff Zmuda, Secretary

Date _____

Kansas Department of Administration

Rick Beattie, Director of Procurement & Contracts

Date _____

Butler Community College

Jaime Goering, MPA, Director of Resource Development

Date _____

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

16 day of June, 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.
14. **Compliance with Prison Rape Elimination Act (PREA):** The contractor agrees to comply with all applicable provisions of the Prison Rape Elimination Act of 2003 (42 U.S.C. §§ 15801, et seq.), as amended from time to time, and National PREA Standards promulgated by the Attorney General of the United States, under authority of that Act, found at 28 CFR Part 115, as amended from time to time. The contractor further agrees to comply with all applicable administrative policies and procedures of the Kansas Department of Corrections and its facilities, dealing with the subject matter of sexual abuse or sexual harassment of inmates or juvenile residents.

PERSONNEL

TOPIC for ACTION
Diesel Technology Faculty, STEM

REPORT:

Mr. Todd Williams has been employed with Berry Companies, Wichita, KS., since 2007. He is a Yale Gold Service ProTech technician and holds over 18 certifications. He also completed Spectrum Series 11 Systems Material Handling University and completed Berry Companies Leadership Development Program. Additionally, he owns and operates a part-time machining business from his home.

Mr. Williams will be responsible for teaching Diesel Technology courses for Butler's new Diesel Technology program. In addition to his teaching responsibilities, he will be responsible for curriculum development, collaborating and partnering with high school technical education faculty and counselors, creating and sustaining partnerships with four-year colleges, and business and industry.

RECOMMENDED ACTION:

Approve Todd Williams as Full-Time Faculty for the Diesel Technology program in the Science, Technology, Engineering and Mathematics (STEM) division effective September 13, 2021, at a salary of \$45,010 plus benefits.

RECOMMENDED FUNDING SOURCE:

Diesel Technology Budget

Submitted by: Mel Whiteside, Dean, STEM

Supervisor: Dr. Tom Nevill

Date: August 29, 2021

TOPIC for ACTION
Temporary Full Time Biology Instructor Fall 2021

REPORT:

Oluwakemi Kadiri is recommended for the Temporary Biology Instructor position for Fall 2021. Dr. Kadiri holds a Bachelor of Science in Nursing from MGH-Institute of Health Professions, a Master of Science in Molecular and Cell Biology, and a Doctor of Medicine from Obafemi Awolowo University. She has been a biology and natural sciences adjunct instructor in the CUNY College System since 2011. In 2019, she also was an adjunct instructor in biology. We are excited to have Dr. Kadiri as a member of our biology faculty for the Fall 2021 semester and believe her experience and expertise will serve Butler Community College students well.

RECOMMENDED ACTION:

Recommendation of approval of Dr. Oluwakemi Kadiri as a Temporary Full Time Instructor of Biology for the Fall 2021 semester at a salary of \$24,355 plus full benefits. This position fills the vacancy left while Lindsey Fields is out on maternity leave. This position is funded from the Biology department general fund budget.

RECOMMENDED FUNDING SOURCE:

Biology Department Budget

Submitted by: Shannon Covert, Associate Dean of STEM

Supervisor: Mel Whiteside, Dean of STEM

Date: August 6, 2021

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



Kansas State High School Activities Association

401 NW Commerce Place, Box 483 | Topeka, KS 66601-0483 | Phone: 785-373-5320 | Fax: 785-373-0280 | info@kshsaa.org | www.kshsaa.org
BILL FAFLICK, EXECUTIVE DIRECTOR
Assistant Executive Directors: Frances Horton, Mark Lutz, Jeremy Hladar, Craig Manteuffel, Ted Hansen, Anne Diederich
Office and Operations Manager: Brent Vanech
Member of the National Federation of State High School Associations

July 13, 2021

Thank You!

Bill Rinkenbaugh
Butler Community College
2415 W Towanda
El Dorado, KS 67042

It was certainly great to be back at BCC this summer!

Once again, the KSHSAA wants to "thank you" for hosting three of our cheer camps this summer. Your campus provided an excellent setting for spirit development. With safety always a priority, it makes a huge difference to be able to use your turf facility. This extra space is wonderful and adds to the quality of instruction we are able to provide our students.

Bill Faflick, KSHSAA Executive Director, and I thank you for working with our member schools. Butler Community College's staff members were polite and displayed patience in working with our camp director, advisors and students. Your cafeteria staff go above and beyond.

Again, thank you for assisting us with this summer's camps. I will contact you soon to set up dates and contracts for cheer camps in the summer of 2022. We would definitely like to use the turf area on Days 1, 2 and 3 of our camps. We also need one presentation room throughout camp. The Little Gym work best if available. We look forward to our continued association with your college.

With Appreciation,

Craig Manteuffel
Assistant Executive Director

Have a wonderful school
year!
Craig

cc: David Newell

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

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

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

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
December Board Finance Committee	Tuesday, December 13, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
December Board Meeting	Tuesday, December 13, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
December Work Session	Not currently scheduled	ALL TRUSTEES

Fall 2021 ACTIVITY CALENDAR

First Day of Fall Classes	Mon, August 16
E.B. White Gallery of Art - "Sightings" Reception	August 30 – September 24 Thur, September 16 @ 6:00 p.m.
Football vs. Independence	Sat, September 4 @ 7:00 p.m.
Labor Day – College Closed/No Classes	Mon, September 6
Volleyball vs. Hutchinson	Mon, September 6 @ 6:00 p.m.
Soccer vs. KCKCC	Wed, September 8 @ 6:00 p.m.
Volleyball vs. Neosho & Rose State	Fri, September 10 @ 1:00 & 5:00 p.m.
Football @ Hutchinson	Sat, September 11 @ 7:00 p.m.
Volleyball vs. Trinity Valley & NEO	Sat, Sept 11 @ 11:00 a.m & 5:00 p.m.
Soccer vs. Hutchinson	Sat. September 11 @ 6:00 p.m.
Fall Census Day	Mon, September 13
Cross Country @ OSU Jamboree	Sat, September 18 @ 8:30 a.m.
Football vs. Dodge City	Sat, September 18 @ 7:00 p.m.
Soccer vs. Coffeyville	Wed, September 22 @ 6:00 p.m.
Soccer vs. Garden City	Sat, September 25 @ 1:00 p.m.
Volleyball vs. Seward	Sat, September 25 @ 2:00 p.m.
Volleyball vs. Garden City	Wed, September 29 @ 6:00 p.m.
E.B. White Gallery of Art - "What Binds Us" Reception	September 30 – October 29 Thur, October 21 @ 6:00 p.m.
Football vs. Coffeyville	Sat, October 2 @ 7:00 p.m.
Theatre Production "The Ballad of Kate the Shrew"	Thur, September 30 @ 7:30 p.m. Fri, October 1 @ 7:30 p.m. Sat, October 2 @ 2:00 & 7:30 p.m.
Cross Country @ Chili Pepper Invitational	Sat, October 2 @ 8:00 a.m.
Volleyball vs. Pratt	Mon, October 4 @ 6:00 p.m.
Volleyball vs. Dodge City	Wed, October 6 @ 6:00 p.m.
Instrumental Music	Fri, October 8 @ 7:30 p.m.
College Theatre (700 Building)	Sat, October 9 @ 7:30 p.m.
Cross Country @ Fort Hayes State Open	Sat, October 9 @ 9:00 a.m.
Football @ Highland	Sat. October 9 @ 1:00 p.m.
Fall Break – College Closed/No Classes	Mon, October 11
IDD – No Classes	Tues, October 12
Vocal Concert	Fri, October 15 @ 7:30 p.m.
College Theatre (700 Building)	Sat, October 16 @ 2:00 & 7:30 p.m.
Football vs. McDougal Tech Institute	Sat, October 16 @ 1:00 p.m.
Soccer vs. Neosho	Sat. October 16 @ 6:00 p.m.
Volleyball vs. Barton	Sat, October 16 @ 2:00 p.m.
Spring 2022 Enrollment Begins	Mon, October 18
Football vs. Fort Scott	Sat, October 23 @ 7:00 p.m.
Volleyball vs. Cloud County	Sat. October 23 @ 2:00 p.m.
Soccer vs. Johnson County	Sun, October 24 @ 1:00 p.m.
Cross Country @ Region VI Championships	Sat, October 30 @ TBA

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 the Board, President Kim Krull, Ray Connell, and Shelley Stultz. The open meeting will resume in the Dankert Board Room in 30 minutes.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

ENTER EXECUTIVE SESSION @ _____ P.M.

RETURN TO OPEN SESSION @ _____ P.M.

ANY ACTION REQUIRES A MOTION, SECOND, and VOTE

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.