

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING**
4:30 p.m., Tuesday, November 9, 2021 – Dankert Trustee Board Room
Watch Live via <http://www.butlercc.edu/bctv>

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|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3:30 p.m. | Board Finance Committee Meeting – President’s Conference Room. |
| 4:30 p.m. | Regular Board Meeting – Dankert Trustee Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.

Executive Sessions – 1) Not to exceed 30 minutes for consultation with the College Attorney; and 2) not to exceed 30 minutes for discussion of employer-employee negotiations pursuant to open meeting exceptions for said matters. |

REGULAR BOARD MEETING

- I. **CALL TO ORDER (4:30 p.m.)**
- II. **PLEDGE OF ALLEGIANCE (4:30 p.m.)**
- III. **APPROVAL OF AGENDA (4:35 p.m.)**
- IV. **EXECUTIVE SESSION (4:40p) ----- 3**
- V. **RECOGNITIONS (5:40 p.m.)----- 4**
- VI. **PUBLIC COMMENT (5:50 p.m.)**
If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3ioB30n>
- VII. **STANDING REPORTS (6:00 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. President’s Report – Kim Krull
 - G. Education Facilities Authority Report – Jim Howell, Doug Law, Kim Krull

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XII.	SUPPLEMENTAL INFORMATION (7:05 p.m.)	
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EXECUTIVE SESSION

MOTION: Trustee _____

Mr. Chair, I move that the Board recess into Executive Session 1) to consult with our attorney for advice concerning student/employee matters to include members of the Board, Ray Connell, President Kim Krull, Tom Nevill, Julio Guerrero, and Caleb Ediger; and 2) to discuss employer-employee negotiations to include members of the Board, President Kim Krull, Ray Connell, Bill Rinkenbaugh, Phil Speary, Shelley Stultz, and Kent Williams pursuant to the open meetings exceptions for matters protected by attorney-client privilege and employer-employee negotiations.

The open meeting will resume here in the Dankert Trustee Board Room within 60 minutes.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

ENTER EXECUTIVE SESSION @ _____ PM

RETURN TO OPEN SESSION @ _____ PM

ANY ACTION REQUIRES A MOTION, SECOND and VOTE

NOVEMBER BOARD RECOGNITIONS

- **Butler Women's Soccer Team 2021 Kansas Jayhawk Conference Champions**
Natalie Amaya, Grace Barker-Roberts, Madeline Boman, Ashton Conley, Morgan Fischer, Kenzee Godwin, Korryn Hackney, Josie Hallier, Ashley Hernandez, Morgan Houston, Brooklyn Hunter, Kyrah Klumpp, Marissa Llamas, Madison Loyle, Ellie MacDonald, Kim McAlpine, Laryn Murray, Joy Ngibuini, Sharon Ngibuini, Brianna Raya, Nayeli Reveles, Carsyn Soto, Gabriela Staley, Yossi Villagrana, Iyanla Bailey Williams, Meghann Wingsutton and Coaches Adam Hunter, Travis Stipp and Junior Galvan
- **Butler Women's Volleyball 2021 Kansas Jayhawk Conference Champions**
Macey Adams, Rainey Aven, Jaryn Benning, Ellie Coleman, Carly Clennan, Kayli Duncan, Macayla Enman, Ivy Fink, Mahlia Glass, Sydney Lentz, Sydney Morrow, Vanja Przuli, Caitlyn Rexroat, Carrie Roe, Jansyn Schamahorn, Macie Shaver, Christy Winkler, Riley Winkler and Coaches Lisa Lechtenberg and Tessa Cosby
- **National Council for Marketing & Public Relations Medallion Awards**
 - **Kellee Kruse/Rodney Dimick** – Silver award for Viewbook
 - **Kellee Kruse** – Bronze award for Poster
 - **Rodney Dimick** – Bronze award for Original Photography (Manipulated)
- **Butler Community College 2021 Honor Roll of Employee Veterans**

MONITORING REPORTS

BOARD OF TRUSTEES REPORT DIVISION of ADVANCEMENT Fiscal Year 2020-2021

Presented by: Tom Borrego, Vice President for Advancement, Butler Foundation

Fundraising (Foundation)

Staffed by Tom Borrego, Vice President, Angie Friesen, Accounting Officer, Hayley Hobbs, Director of Donor Relations, Jennifer Green-Miracle, Director of Community Advancement, Trisha Walls, Community Advancement Coordinator and Averie Nelson, Director of Development & Scholarships.

The Foundation welcomes Jennifer Green-Miracle as its new Director of Community Advancement. Jennifer has an extensive background working in the Wichita area where building relationships and achieving goals were at the forefront of her responsibilities, most recently as the director of sales & development for Wichita Festivals, Inc. Her community connections and relationships with businesses throughout the area complement her tasks at Butler Community College. Jennifer is a native Wichitan, having attended Wichita State University and earning degrees in business administration and fitness management from Newman University. In addition to her work with Wichita Festivals, she has held positions at the American Red Cross and the International Pizza Hut Franchise Holders Association.

The Foundation utilized the skills we learned last year during COVID to continue taking transfer scholarship applications online. Based on the application for graduation data from the Registrar's office we invited 129 students to apply for the Foundation's transfer scholarship opportunities. Our transfer scholarship committee evaluated 56 applications. The eight students receiving a total of \$27,300. Six of the eight students are attending a university in Kansas. Our Hubbard Award of Excellence winner graduated with an associate degree in pre-health science and was accepted to both KU School of Nursing and the Butler/KU nursing partnership. She decided to continue her nursing education through the partnership because of the life changing scholarship opportunity.

- Janet Buesenitz – Hubbard Award of Excellence
- Kaylie Hansen – Helen Teter-Zebold Scholarship & Hubbard Finalist
- Taylor Dieball – Winnie Broers Estate Scholarship & Hubbard Finalist
- Tori Rhynard – Crossland Family Scholarship
- Jessie Nibarger – David and Shirley Longfellow BEST Scholarship & Hubbard Finalist
- Mara Stewart– Butler Community College Trustee Scholarship & Hubbard Finalist
- Zach Grelinger – Butler County Historical Society Cron Award
- Martha Moenning – Hubbard Finalist

In this fiscal year, the Foundation began initial capital campaign activities to support the construction of a new culinary building in Andover, KS.

The Foundation Board of Directors had four board members step down due to terms ending and one moving away from the area. They were Suzanne Coin, '90, Pam Cross '92, Terri Monteferrante, and Nelson Mosley. The board meets quarterly and governs the operations and investments of the Foundation.

2021-2022 Foundation Board of Directors

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

At each meeting, the board reviews a dashboard report that shows new financial growth that is a result of solicitations by the Foundation. For the 2020-2021 fiscal year, there was some disruption in overall fundraising due to COVID-19. The benefit auction had a reduction due to no live auction activities, however sponsorships remained strong. Overall, the Foundation raised \$1,311,225 million during that fiscal year, which was slightly less than the year prior. A breakdown of the Butler Benefit Auction and corporate sponsorships can be found below.

Butler Benefit Auction

The Butler Benefit Auction remains a popular event, raising money for scholarships as well as to fund a portion of the Foundation's operations. Typically, the event is attended by generous guests from throughout Butler County and the Wichita area. However, in 2021 the event transitioned online due to the Covid-19 Pandemic. Knowing how important this event is for the college and its students, the auction team was able to pivot and get creative in hosting this event virtually. Cash sponsorships remained steady, however, a significant increase in in-kind sponsorships helped the event tremendously.

Butler Benefit Auction Results	2019	2020	2021
Event Revenue	\$ 237,946	\$ 247,979	\$ 111,142
Number of Guests	310	320	n/a
Percent Guests who Gave in Event	70%	72%	n/a

Corporate Sponsors

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

Corporate Sponsors	2018-2019	2019-2020	2020-2021
Auction Sponsors (<i>Excludes in-kind</i>)	\$ 57,239	\$ 60,094	\$ 50,000
Other Foundation Event Sponsors	\$ 6,300	\$ 7,500	\$ 54,442

Community Advancement

Staffed by Jennifer Green Miracle, Director and Trisha Walls, Coordinator.

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

Advance Kansas

Each year, leaders of business, education, government, and non-profit organizations participate in the Advance Kansas diversity initiative hosted by the college and facilitated by diversity and leadership development consultant, Juan Johnson of Atlanta, GA. In 2021, society at large and organizations across all sectors, are recognizing the need to eliminate racism, sexism, and all forms of systemic discrimination and to build diverse, equitable, and inclusive organizations and communities. To achieve this aspiration, leaders must have knowledge, skills, and commitment to fully incorporate diversity, equity, and inclusion into their organization's core mission. Building these leadership capabilities is the focus of Advance Kansas. Though the challenges of the pandemic forced those participating in the program to join virtually, 44 individuals took part in the training. Fostering inclusivity and promoting a diverse educational experience is instrumental in helping students succeed. Butler leaders benefit from the opportunity to build new and deeper relationships across multiple diversity dimensions while gaining skills for creating a culture of understanding, awareness, and inclusion within the college. Spirit AeroSystems, Evergy, Meritrust Credit Union, and Envision provide funding for Advance Kansas.

Life Enrichment

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

Life Enrichment Performance	2018-2019	2019-2020	2020-2021
Membership	118	151	n/a
Average meeting attendance	58	73	n/a
% Membership age 75 and under	53%	58%	n/a

Butler County Spelling Bee

Community Advancement contributes to our communities by coordinating the Butler County Spelling Bee which is produced by college librarians for elementary and middle school students. This activity is valued by Butler County school districts and brings some of the brightest students in the county to our campus along with their teachers, parents, and grandparents.

The 2021 county bee featured spellers from 19 schools, as many schools were in a virtual learning environment. The winner of the 2021 Butler County Spelling Bee was from Circle Middle School.

College Relations and Marketing (College)

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

Due to work demand over the past year Rodney Dimick has served as the photography/video producer for the college leaving much of the communications specialist desk to be covered by student workers and/or the director. Other staff needs are centered around social media management, video editing/motion graphics and content writing.

MAJOR PROJECTS

- Implementation of Act-on marketing automation software
- Implementation of a new CMS backend for the college website
- Continued top of the funnel growth for leads and inquiries to application.
- Strengthen community partnerships and program outreach as warranted
- Sustain *READY FOR MORE* campaign across all channels.
- Launch Butler. Because. campaign
- Implement stronger reporting metrics

MARKETING STRATEGIES

While we continue to use all marketing strategies previously highlighted – we are working to add ACT/NRCCUA name buys.

The team continues to enhance its marketing automation tool, Act-On. A KSU intern worked over the summer to write more than 300 emails for Butler programs to aid in the content development.

METRICS

As charged by Clarus Corp. Marketing and Admissions have reached the initial goal of getting Acceptance Letters (applications) to more than 10,000. In 2013, the college had 10,641 Acceptance Letters. In 2019, Acceptance Letters were up to 10,821 and in 2020 10,371. Between 2013 and 2019 the lowest they dropped was 7,730. In addition, August 2021 and September 2021 were the highest Acceptance Letters recorded since prior to 2008 with 1164 in August and 590 for September.

STUDENT WORKERS

We continue to utilize student workers. The department currently employs 5 students who assist with content development and distribution, social media, video production and photography.

BOARD OF TRUSTEES REPORT
DIVISION of ONLINE, HIGH SCHOOL AND COMMUNITY LEARNING
November 2021

Dean: Heather Rinkenbaugh

Administrative Assistant: Alyssa Dehncke-White

Associate Dean: Dr. Donnie Featherston

Administrative Assistant: Lisa Bolin

The Online, High School and Community Learning (OHCL) division is diverse in service and location providing quality support and service to faculty, staff, students, and our communities through our programs, services, and sites. The OHCL Division consists of Educational Technology, the Early College Academy, High School Academic Partnerships, the Butler Service Center, and Butler sites at McConnell Air Force Base, Rose Hill, Marion, and Council Grove.

The Online, High School, and Community Learning division is responsible for the development, implementation, supervision, and assessment of all delivery systems, support services, and resources within each department and site. The OHCL division continues to support the College's mission of developing lifelong learners and to contribute to the vitality of our communities through partnerships with local high schools, Early College Academy pathways, online course development, access and operation of our CANVAS LMS, and programs and services for our service area and military. The OHCL Dean serves as a member of the Strategic Enrollment Management Team (SEMT), assisting in the development of strategies for increased recruitment, enrollment, and retention efforts. The OHCL Dean also serves on the Inclusion Council, joining the Sensitivity-Based Training action team that is responsible for carrying out trainings for faculty and staff. The Associate Dean continues to lead the Early College Academy staff, serves as the director for all pathways located off campus, and collaborates with the Faculty Development Team to provide insight and training tailored to the high school student. Additionally, he has led the charge on exploring different modalities for instruction utilizing technology and lessons learned from remote operation during the pandemic. Both the Dean and Associate Dean are serving on the committee in preparation for the upcoming HLC visit.

The OHCL Division works collaboratively with all divisions and departments within Academics and Student Services to successfully extend learning opportunities to our county, designated service area, and region. Additionally, we support the functionality of CANVAS, our learning management software for all Butler students, faculty, and staff.

Educational Technology

Director: Dr. Haylee Dass

Assistant Director: Brian Dye

Instructional Designer: Hilary Williams

Instructional Technology Specialist: Cameron Gutierrez

Instructional Technology Specialist (PT): Vacant

CANVAS Systems Administrator: Julie Smith

Program mission

The Educational Technology department is committed to providing faculty, staff, and students with high-quality service and support for the institution's learning management system (LMS). We are committed to providing professional development and training for Butler faculty regarding the creation and application of high-quality online pedagogy and educational technologies.

Key processes

- Provide support and maintenance for the institution's Learning Management System used by all faculty/staff/students both in training and academic courses at the college.
- Provide limited support for 3rd party integrations and various educational technologies used within the Learning Management System.
- Develop and provide training for the integration and use of the institution's LMS and various other educational technologies.
- Provide instructional design services to develop and maintain courses and programs for the college.
- Develop and provide training regarding instructional design and best practices in online/blended education.

Department highlights

- Partnered with faculty development to deliver high quality training during Professional Development Days and other institutional events for faculty (2nd Saturday, IDD, group/one-on-one trainings).
- Adopted, implemented, and trained all faculty on Simple Syllabus, the college's new syllabus tool).
- 63 faculty/staff have completed Intro to Canvas 20-21 training
- 44 faculty/staff have completed Intro to Online/Blended Teaching 20-21 training
- 155 faculty have completed our Special Topics workshops 20-21
- 111 faculty/staff have completed Accessibility Training 20-21
- Accessibility Training is offered externally, generating revenue for Butler.
- 18 master courses have been created in AY21 compared to 73 in AY 20.
- 23 master courses currently in development
- 3 degree/certificate programs have been added online (36 total current degree/certificate programs offered online).
- Have partnered with academic divisions/faculty and the Textbook Affordability Team to develop/adopt Open Educational Resources.
- Integrated Adobe Creative Campus with Canvas.

Goals

- Increase the number of online degrees/certificates.
- Increase the number of individual online course offerings.
- Work to establish a process to expedite and increase enrollment in popular online courses. This process will broaden the online enrollment reach.
- Continue to expand on partnerships with key stakeholders supporting online/blended students.

Enrollment/Facts

- 67,172 credit hours in AY 21.
- Fall 2021 online enrollment 27,571, Fall 2020 was 28,535 credit hours.

Early College Academy**Associate Dean: Dr. Donnie Featherston**

Administrative Assistant: Lisa Bolin

Director (Rose Hill): Andrea Gartman

Office Manager (Rose Hill): Catherine Hoefer

Director (Andover): Michael Donovan

Program mission

The Early College Academy seeks to provide a directed college experience for high school students and to assist them in furthering their higher educational goals.

Key processes

- Create new and relevant pathways throughout our service area.
- Interact with high schools to understand the needs and interest of students and communicate relevant opportunities at Butler.
- Build new and foster existing relationships with high schools in the region.
- Ensure an unmatched educational environment for students grow and the ECA population to expand.
- Develop and maintain course plans appropriate for each pathway and degree offered within the Academy.
- Work closely with Academic departments to ensure pathways align with larger institutional goals and best practices.
- Regularly interact, counsel, and direct high school students within the program to ensure student success and completion.

Department highlights

- 2020 – Initiation of the Construction Technology pathway in partnership with Rose Hill high school. Students learn a variety of construction techniques from faculty and industry partners.
- Addition of Health Sciences pathways on the El Dorado campus to expand the opportunity to schools outside of the geographical reach of the Rose Hill campus.
- Establishment of a fully online Humanities pathway, providing an ECA option for students that cannot travel to our campuses, creating additional access for homeschool students.
- Partnership with Douglass High School to initiate the Agriculture pathway – students will learn farm, ranch, crop, and livestock management from outstanding faculty.
- Despite COVID-19 restrictions, the ECA staff designed and hosted 2 virtual open houses to communicate the ECA options to prospective students and their parents.
- All ECA directors hosted 3 virtual meetings to highlight their campus pathways with prospective students and their parents.
- COVID-19 restrictions restricted the traditional ECA recruitment process, but the ECA team successfully recruited 114 new students for the fall 2021.
- 97 high school seniors completed the ECA in May of 2021 and were offered over \$2.5 million in scholarships, a record for the ECA.

Goals

- Further develop and grow new construction and agriculture pathways.
- Continue to enrich the pathways on the El Dorado campus, identifying new opportunities to reach students in the area.
- Continue to support students and faculty in the transition from remote to in-person learning.
- Assist faculty in the development of strategies and opportunities for students in relation to the varying COVID-19 policies and protocols among partner high schools.
- Enhance and retool the PD courses to meet the changing needs of students and their educational and professional goals.
- Augment the Education pathway to be more attractive to incoming students, aligning with the requirements of the BEST program with Emporia State University.
- Strengthen opportunities and services at the Rose Hill campus, adding tutoring and course options for ECA and traditional students.

Enrollment/Facts

- Recruited 114 new year-one students despite COVID-19, fall 2020 was 117.
- Weekly grade checks went out to 19 area high school counselors, totaling 532 individual grade reports over the academic year.
- Graduated 94 students with an Associate Degree in 2021 and 3 students complete their Welding Certificate. In 2020 the ECA graduated 83 students.
- ECA generates over 3,400 credit hours for the institution as all ECA students take an average of 15 credit hours.

High School Academic Partnerships

Director: Loni Jensen

Office Coordinator: Jana Porter

Program mission

High School Academic Partnerships exists to extend the quality and rigor of the Butler experience to area high schools through Concurrent Enrollment Partnerships and to promote Butler as a strong post-secondary option after high school.

Key processes

- Conduct student and parent information sessions to provide detail and guidance on enrollment options and processes.
- Provide on-site all elements of the enrollment process.
- Maintain strong relationship with partner high schools to ensure efficiency in the enrollment process and to help ensure student success.
- Coordinate course and program articulation agreements with high schools across the designated service area and state.

Department highlights

- Continued support for faculty and students amidst varying COVID-19 protocols and policies.
- Modification of testing and enrollment processes as a result of lessons learned from remote operation and COVID-19.

Goals

- Continue to seek out ways to increase access for high school students.
- Increase high school dual enrollment.
- Collaborate with other departments on campus to increase high school student matriculation.
- Establish a logo for the high school program to increase visibility and brand awareness.
- Continue collaboration with the High School Strategy team to develop clear pathways to Butler as a post-secondary option.

Enrollment/Facts

- 266 placement tests given from 8/1/2020 to 8/1/2021.
- Through concurrent enrollment, we serve every high school in Butler County, approving their credentialed faculty to teach or sending a Butler instructor to their high school.
- In AY 21, high school generated 18,527 credit hours (includes: Early College Academy, Butler of Flint Hills, High School Academic Partnerships, & Academic Advising).
- Fall 2021 high school generated 9,240 credit hours compared to 8,883 credit hours in fall of 2020 (includes: Early College Academy, Butler of Flint Hills, High School Academic Partnerships, & Academic Advising).

Butler of the Flint Hills (Marion & Council Grove)

Director: Amy Kjellin

Learning Community Resource Coordinator: Dara Fillmore

Office Coordinator (Council Grove): Michelle Turkovic

Academic Advisor (Council Grove) (PT): Veronica Tischhauser

Academic Advisor (Council Grove) (PT): Janet Hesterman

Program mission

Butler of the Flint Hills partners with students and stakeholders in Marion, Morris, and Chase counties to provide access to course work, student services, and career training in an environment that supports a quality learning experience to support student transition to the workforce or to further their educational goals.

Key processes

- Support Flint Hills designated service area high schools with dual enrollment options.
- Provide well-trained allied health workers for the area facilities.
- Recruit and train adjunct instructors who align with the goals and mission of the college and who have content expertise.
- Engage adjunct faculty in professional development opportunities and resources.
- Extend enrollment services to students in the area.

Department highlights

- Continued success in partnering with clinical sites for Allied Health courses, navigating all COVID-19 protocols.

- Increased access and communication with partner high schools through use of technology.
- Collaboration with the modalities team to create access and efficiency for enrollment of smaller class sizes at various locations.
- Continued collaboration with a local donor to create scholarships for students in need.

Goals

- Increase options for students in our service area high schools.
- Add EMT as a regular part of available curriculum.
- Work with the modalities team to add access to courses and programs through hyflex enrollment.
- Continue to increase allied health credentialing options for the region.
- Continue collaboration with the High School Strategy team to develop clear pathways to Butler as a post-secondary option.

Enrollment/Facts

- In AY 21 Butler of the Flint Hills generated 1,639 credit hours.
- Fall 2021, Butler of the Flint Hills generated 845 credit hours compared to 845 in fall 2020.

<p>Butler of McConnell / Butler Service Center Director: Erika Gestring Office Manager: Dee Mabe Enrollment Assistant (PT): Linda Jacobelli Enrollment Assistant (PT): April Sanders Registration/Evening Coordinator: Molly Simpson</p>

Program mission

Butler of McConnell exists to support the service men and women, their dependents, and the surrounding communities in achieving their educational goals.

Key processes

- Support military, their dependents, and area community members with educational options on McConnell Air Force Base.
- Administer CLEP and DSST testing on base.
- Collaborate with McConnell AFB to complete background checks and paperwork for base access for students, faculty, and staff.
- Assist the College with placement testing and enrollment in classes at Butler campuses.
- Support faculty teaching at McConnell AFB.
- Evaluate military training programs and technical education to provide credit for prior learning.

Department highlights

- Continued generation of significant revenue for the college through enrollment at the Service Center (\$2M+ every year).
- Additional options for course promotion on base with McConnell AFB welcome classes for all new military and their families on base.
- Successful implementation of hyflex instruction in the fall of 2021.
- Increased enrollment despite continued COVID-19 restrictions.

Goals

- Continue to increase enrollment while decreasing the number of cancelled sections on base through use of hyflex course offerings.
- Work with new base staff to adjust course offerings based on training needs for the military.
- Continued development of marketing strategy and location on base for promotion utilizing photos and video taken on base earlier this year.
- Increase enrollment events at the Service Center.

Enrollment/Facts

- In AY 21, McConnell generated 873 credit hours.
- Fall 2021, McConnell generated 486 credit hours compared to 417 in fall 2020. COVID-19 restrictions have remained in effect on base.
- Continue to serve the greater institutional need for enrollment services at the Service Center, generating over \$2M in tuition & fee revenue each year.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

NONE

BOARD ACTION ITEMS

TOPIC for ACTION
Approval of Direct Enroll

REPORT:

Direct Enroll is an expedited enrollment platform initiative for Butler Community College that allows online students around the globe to access Butler's high-quality courses, and provides the college with a new revenue stream. The initial phase of Direct Enroll provides an opportunity to fill empty seats in online courses that don't have placement or pre-requisite requirements and are already within the 8-week academic calendar. The goal of Direct Enroll is to build a robust, online degree platform that is personalized and flexible, can leverage prior learning credits, and has quality instruction at a lower cost as the competitive advantage in an otherwise saturated online market.

The value of Direct Enroll as an expedited enrollment platform is to allow students to purchase courses from our landing page linked to Marketplace. The process will capture critical demographics and payment information, issue confirmations to students, provide course specifics, and allow full access to Butler Student Support Services (tutoring, disability services, help desk, advising, etc.). The fixed price includes tuition, fees, and a digital textbook. These courses are eligible for state reimbursement.

A visual overview of the process will be presented during the Board meeting.

RECOMMENDED ACTION:

Approve initial launch of Direct Enroll.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Heather Rinkenbaugh, Dean of Online, High School & Community Learning
Supervisor: Dr. Tom Nevill, Vice President of Academics
Date: October 25, 2021

TOPIC for ACTION
BKD Program Economic Analysis Software

REPORT:

The current-year budget that was approved in August included a provision for the purchase of Program Economic Analysis software from BKD CPAs & Advisors. The Accounting Department has reviewed the product capabilities and implementation process with Academics, Information Services, Enrollment Management, and HR/Payroll.

The key output of this software is an annual contribution margin report by academic program which can be disaggregated at the department and course level. The contribution margin is the net tuition minus direct instructional costs.

The software has the capability of tracking indirect (overhead) costs for academic instruction costs or even institution-wide costs. Accounting personnel are still assessing the cost/benefit of implementing indirect cost analysis.

While the software does have capabilities for analysis by location, Accounting and Finance personnel do not believe it is practical to implement this function at this time.

The time frame for implementation is anticipated to be February to April 2022. The initial reports for FY2019, FY2020 and FY2022 are expected to be available by June 2022.

The cost of the initial build for FY2019, 2020, and FY2021 is \$40,000. The cost for FY2022 and FY2023 data updates will be \$12,500 per year.

Descriptive product information prepared by BKD is attached.

RECOMMENDED ACTION:

Approve the purchase of the BKD Program Economic Analysis software for \$40,000.

RECOMMENDED FUNDING SOURCE:

HEERF Indirect Designated Fund

Submitted by: Kent Williams, Vice President of Finance
Supervisor: Dr. Kim Krull, President
Date: November 1, 2021

BKD
CPAs & Advisors

Financial Sustainability Services



Higher Ed Consulting

FINANCIAL SUSTAINABILITY SERVICES





Program Economic Analysis



SCAN TO WATCH NOW

BKD

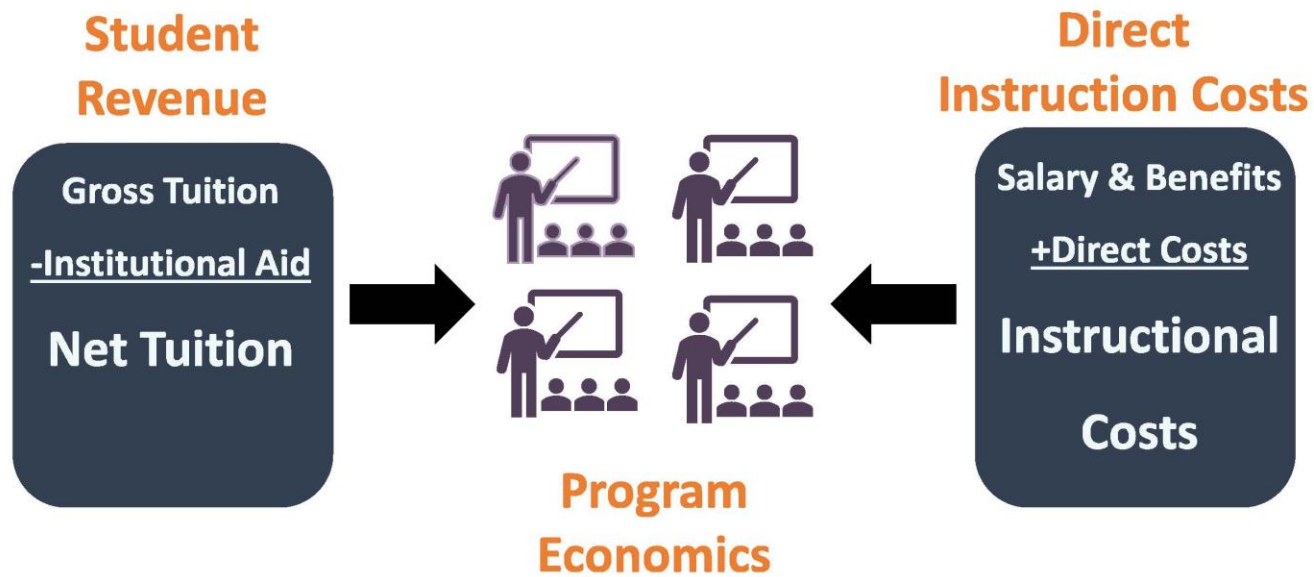
About Program Economic Analysis

- Developed to help schools identify the cost to educate on a program and course level
- Visualization model to explain complex data sets
- Encourages critical thinking and data-informed decisions
- Improve program and course optimization
- Supports program decisions

BKD

Program Economic Analysis (PEA)





- A program is the sum of the costs and revenue associated with the students in the major and the courses they take.
- Starting with student revenue and direct instructional cost enables many other analyses (e.g., profitability by type of student).



Course Section Contribution Margin Analysis





CMA Summary



Revenue Choice
Net Tuition + Fees + Govt

Cost Choices
Teach & Dept & College & Deans

Smaller to Larger Amount



Actual Dollars

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Student Credit Hours	84,451	83,519	80,095	76,838	72,783	73,505
Tuition Revenue	\$80,212,945	\$82,083,154	\$79,836,976	\$76,897,455	\$73,575,868	\$74,954,057
Costs	\$23,907,794	\$22,539,560	\$22,384,974	\$23,229,006	\$22,625,677	\$22,202,115
Contribution Margin	\$56,305,151	\$59,543,593	\$57,452,002	\$53,668,450	\$50,950,191	\$52,751,942
Contribution Margin %	70.2%	72.5%	72.0%	69.8%	69.2%	70.4%

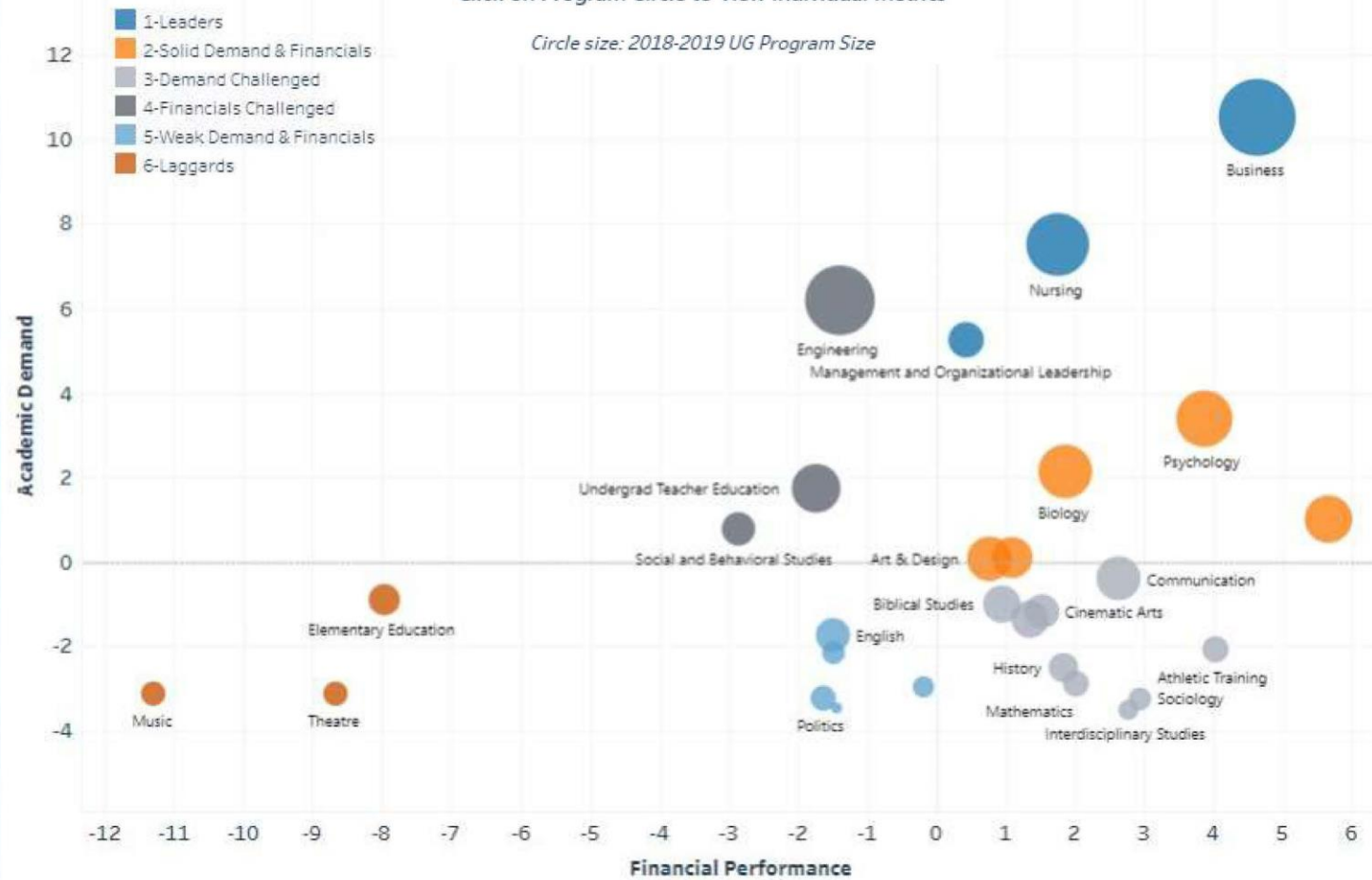
Counts & Per Credit Hour Metrics

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Count of Distinct Students	4,894	4,811	4,733	4,382	4,078	4,030
Count of Course Sections	3,124	3,092	3,049	3,026	2,976	3,034
Student Credit Hours	84,451	83,519	80,095	76,838	72,783	73,505
Tuition per Credit Hr	\$950	\$983	\$997	\$1,001	\$1,011	\$1,020
Costs per Credit Hr	\$283	\$270	\$279	\$302	\$311	\$302
Margin per Credit Hr	\$667	\$713	\$717	\$698	\$700	\$718



Program Quadrant - Composite Scores

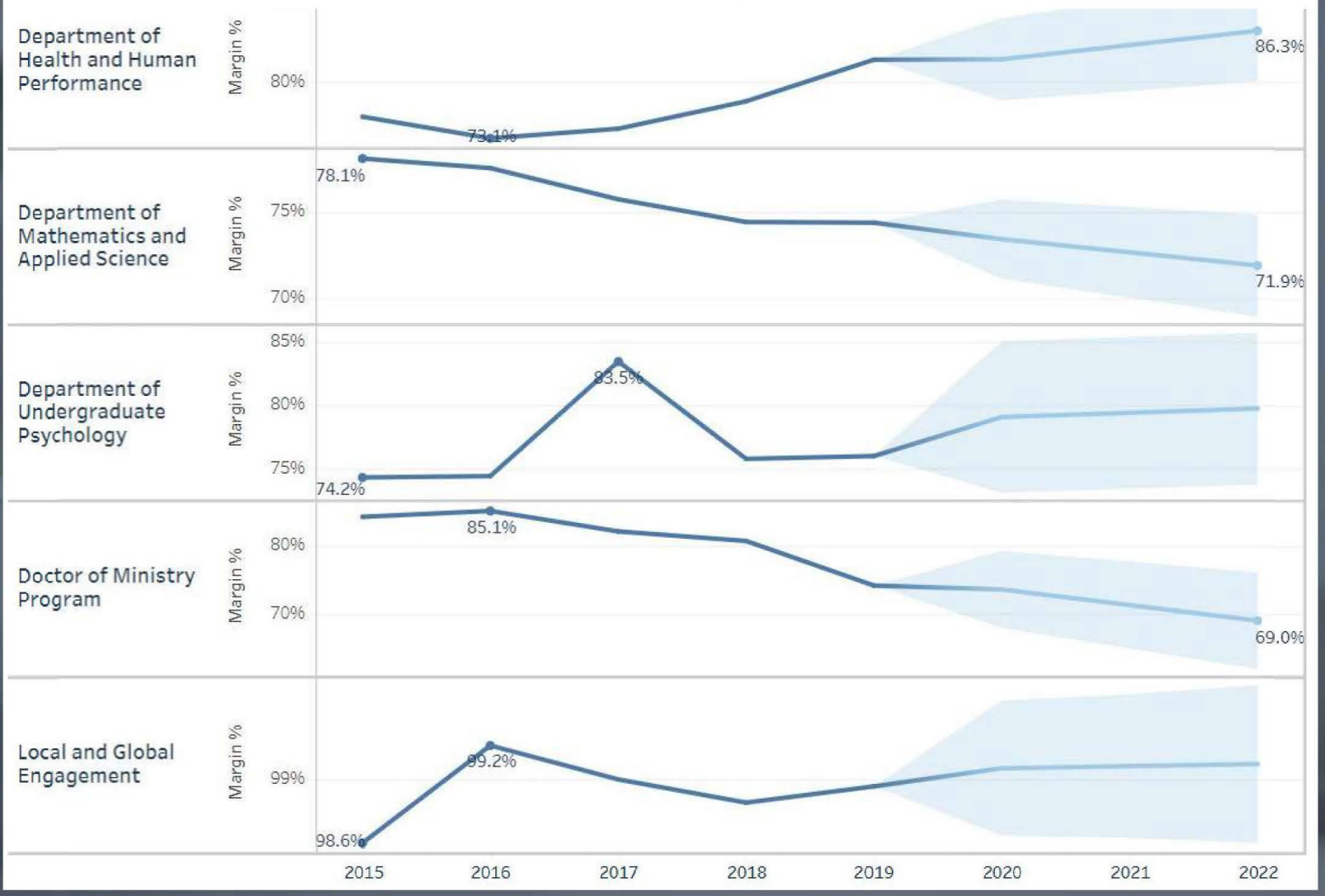
Click on Program Circle to View Individual Metrics



BKD

Margin Ranking

Click on a line to go to Trend Detail

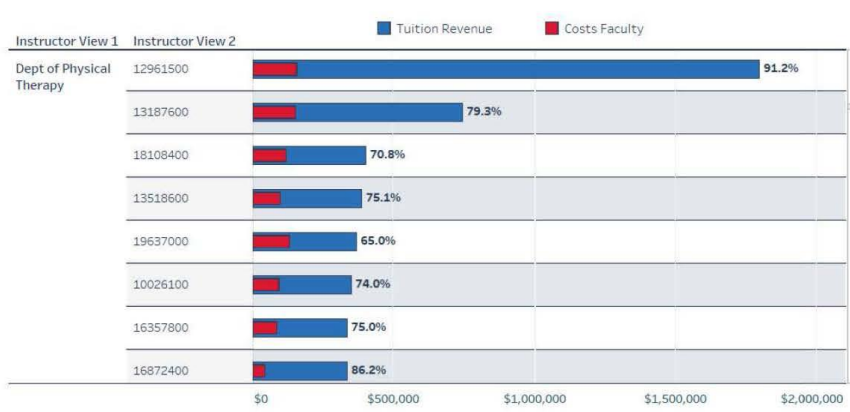




Faculty Contribution Margin Analysis



Total or per Credit Total | View 1 Choices Faculty Department | View 2 Choices Instructor | Revenue Choice Net Tuition + Fees + Govt | Cost Choices Faculty Teaching & Additional & Dept C..



Fiscal Year FY 2018
 Term Code All
 Faculty Department All
 Faculty / Instructor None
 Faculty Position Rank All
 Course Levels All
 Subject Code All
 Course All
 Gen Ed Designation All

Instructor View 1	Instructor View 2	Enrollment	Adj Faculty Credit Hrs	Tuition	Cost Choice Faculty	Margin Faculty	Margin % Faculty
Dept of Religious Studies	16507600	304	846	\$1,032,084	\$40,918	\$991,166	96.0%
	16811900	171	516	\$597,188	\$70,874	\$526,314	88.1%
	16406000	169	477	\$545,774	\$84,730	\$461,045	84.5%
	17010600	166	479	\$528,464	\$70,842	\$457,622	86.6%
	20439300	186	443	\$527,116	\$47,875	\$479,241	90.9%
	12487400	208	365	\$487,616	\$64,234	\$423,381	86.8%
	13860000	107	321	\$368,451	\$75,939	\$292,512	79.4%
	19814400	210	626	\$367,707	\$51,394	\$316,314	86.0%
	11865500	161	483	\$280,885	\$32,742	\$248,142	88.3%
	11261500	83	219	\$263,304	\$11,921	\$251,382	95.5%



Areas of Insight

Financial contribution margins by...

Courses & sections

Course subjects

Programs

Departments

Divisions

Campus locations & modality

Faculty load

Longitudinal financial margin trends

Financial margins with teaching & the ability to add instructional direct costs by department

Continued course offerings with costs by size, levels, enrollment, programs & instructors

Integrating academic structure & decision making with financial performance

BKD

Peer Group - Benchmarking

Student Credit Hour comparison

Student Credit Hour Analysis

	Your Institution	MIN	MAX	Median
Net Tuition & Fees	\$638.99	\$367.08	\$748.34	\$527.53
Cost (Teaching Cost Only)	\$193.97	\$115.66	\$257.76	\$191.07
Margin	\$445.00	\$195.92	\$494.01	\$335.99
Contribution Margin %	69.60%	51.75%	73.81%	64.30%

Illustrative Example

BKD

Peer Group - Benchmarking

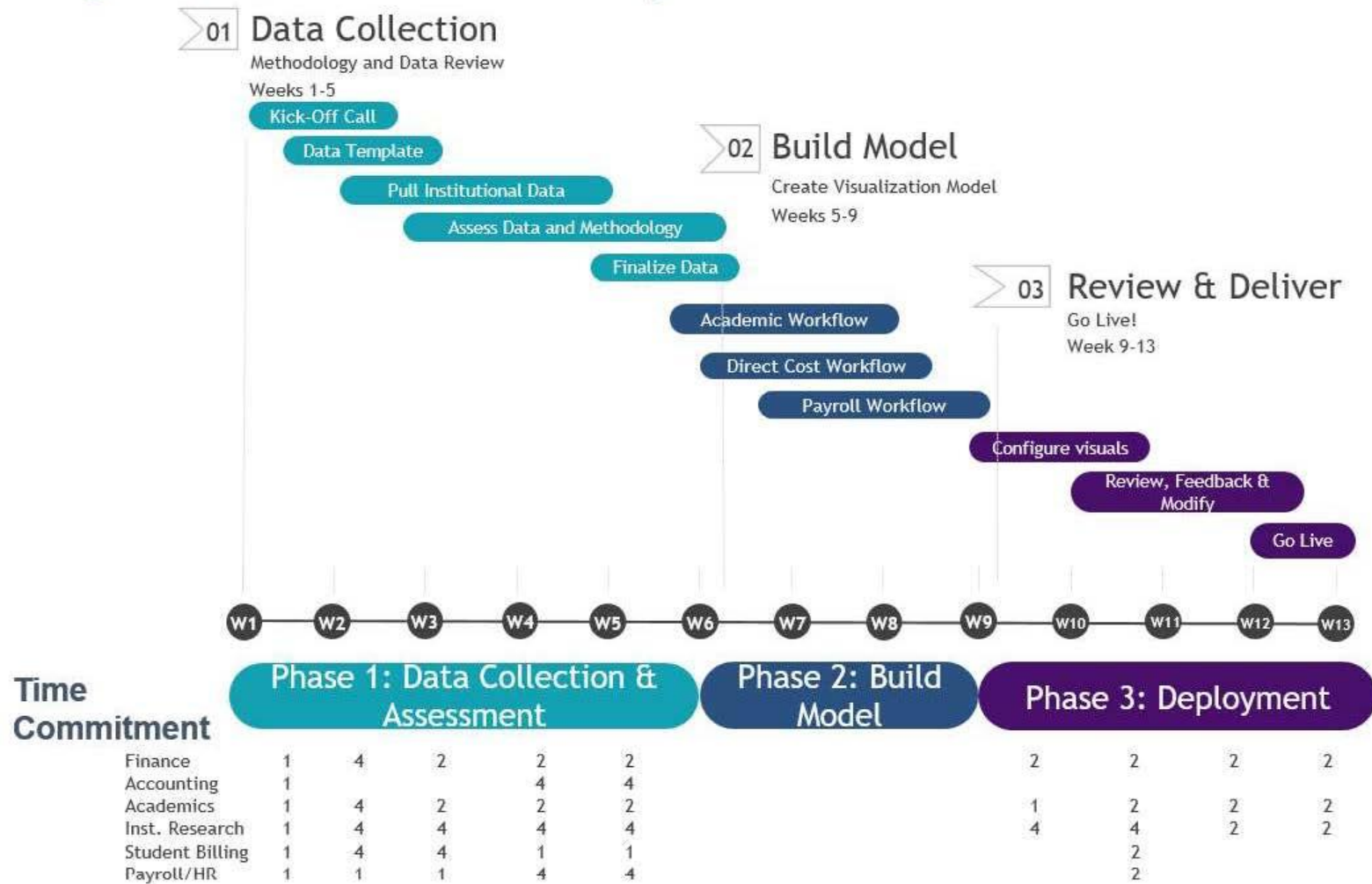
Margin comparison to peer group by academic program

	Your Institution	MIN	MAX	Median
<u>Arts and Sciences:</u>				
Art and Design	62%	31%	68%	55%
Biology	72%	47%	71%	58%
History	68%	49%	79%	68%
Humanities	80%	51%	81%	65%
Math	68%	18%	75%	65%
Music	29%	-24%	63%	13%
Philosophy	65%	48%	82%	71%
Psychology	69%	56%	76%	70%
<u>Business</u>				
Accounting	68%	50%	84%	68%
Business Administration	73%	58%	82%	70%
Computer Science	77%	35%	82%	67%
Finance	71%	56%	80%	71%

Illustrative Example

BKD

Program Economic Analysis Timeline





**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., October 12, 2021 – Dankert Trustee Board Room**
Meeting Recording can be viewed at <https://youtu.be/pAY9O7ODduw>

STAFF ATTENDANCE

Lisa Bolin (Z)	Bill Rinkenbaugh
Tom Borrego	Heather Rinkenbaugh
Jaime Goering (Z)	Terry Sader
Julio Guerrero	Kelly Snedden
AJ Jones	Guadalupe Torres
Kim Krull	Heather VanDever
Tom Nevill	Kent Williams
Jessica Ohman	Bill Young

BOARD ATTENDANCE

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

GUESTS

Janice Akao	Joe Leibbrandt
Elenor Allen	Zach Lindsey
Brad Beachy	Jennifer McCausland (Z)
Ray Connell	Mike Swan
Sophia Dawson	Rhonda Thomas
Miles Erpelding	Mike Warrington (Z)
Brian Foster	Jamie Williams
John Jenkinson	Orion Yoesle
John Laffen	Rod Young

*(Z) denotes attendance via Zoom

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

Trustee Smith requested to move Item IX. A. Butler Foundation Lease for Culinary Arts Project to VIII. Board Strategic Discussion. Trustee Winslow seconded. Heather Rinkenbaugh called a roll call vote with Trustees Smith and Winslow voting in favor and Trustees Good, Howell, Law, Lechtenberg and Rhodes voting against. The motion failed.

Trustee Law moved to approve the agenda as presented. Trustee Rhodes seconded. Heather Rinkenbaugh called a roll call vote with Trustees Good, Howell, Law, Lechtenberg and Rhodes voting in favor and Trustees Smith and Winslow voting against. The motion passed.

RECOGNITIONS

- **Joe Leibbrandt** – Distinguished Service to Agriculture awarded by Butler County Farm Bureau
- **Trustee Shelby Smith** – October 8 Birthday

PUBLIC COMMENT – Bradley Beachy addressed the Board and Administration asking them to work for the benefit of all parties as it relates part-time and full-time reduction of staff language in the current faculty contract negotiations.

STANDING REPORTS

Student Government Association – Guadalupe Torres and Sophia Dawson provided an overview of student sponsorships and activities occurring in September and October, and upcoming Homecoming-related events.

Operational Staff – Lisa Bolin provided information about Operational Staff's Thanksgiving pie sale through November 16, supporting the staff welcome back event, book scholarship fund, families in need at Christmas, and other charitable efforts. The next Operational Staff Meeting is scheduled on October 14.

Professional Employees – Terry Sader addressed the Board regarding current contract negotiations indicating the negotiating team had declared an impasse based on three primary issues: 1) full and part-time reduction in staff language; 2) changes to the new-hire pay schedule and corresponding administration; and 3) changes to certain early retirement benefits. He asked that everyone work to move past these differences for the benefit of all stakeholders.

Board Finance Committee – None

Foundation Board Report – None

President's Report – Dr. Krull informed the Board that October is Disability Awareness Month and read an overview of facts compiled by Teressa Eastman, Director of Disability Services noting that 20% of the 7.2 million students enrolled at a community college report having a disability. The Butler disability services office provides accommodations to nearly 250 students on various Butler campuses as well as stakeholders at all campus-sponsored events, and assists with design guidelines for all Butler facilities.

Andover Chamber of Commerce is sponsoring a forum on October 20 on the Butler of Andover campus from 5:00-6:30 p.m. to include City Council, Andover school board, and college board candidates.

The monthly KORA report was provided as a handout.

John Rupp of ReeceNichols continues to work on the auction process for the Butler of Andover 9100 Building with initial sealed bids due December 3, 2021.

Educational Facilities Authority Report – None. The next meeting is scheduled for October 13.

MONITORING REPORTS – None

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

City of Andover Sales Tax Proposal –Jennifer McCausland, Andover City Administrator and Mike Warrington, Andover City Council Member provided information on the proposed one-cent Andover city sales tax increase scheduled to appear on the November general election ballot. Revenues generated from the proposed sales tax are slated for use on a second fire station and redesign of the 13th Street Sports Park.

Trustee Communication – College counsel Ray Connell clarified his advice that communication from faculty, staff and/or students coming to individual Board members should be referred to the President and Board Chair for handling through appropriate and established college processes. Mr. Connell reiterated that individual Board members should not offer advice or counsel, and doing so may create liability for the Board and the college.

Adult Basic Education/Career and Technical Education – After Board approval of the Adult Basic Education and Career and Technical Education program at El Dorado Correctional Facility in September, Jaime Goering indicated the college would begin offering masonry courses to residents in mid-October. Staff is working closely with the Department of Corrections to identify appropriate programming, and connecting with partners to keep the programming grant related so no Butler funds are utilized. The contract with the Department of Corrections goes through 2024 with the option of five (5) one-year extensions.

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Proposed 1¢ Sales Tax Increase










ANDOVER

2ND FIRE STATION LOCATED SOUTH OF US HWY 54


Andover 13th Street Sports Park
REDESIGN OF 13TH STREET SPORTS PARK

1994	vs	TODAY
 Pop. 5,000		 Pop. 14,892
 Calls taken 261		 Calls Taken 1,700
 Overnight Staff 0		 Overnight Staff 5 PLUS EMS
 Apparatus 7		 Apparatus 13
		
<p>The current station only has 1500 sqft of living space. Up to 11 employees (Firefighters, EMS, and Administrative staff) work/stay here.</p>		

-  Playground equipment is over 20 yrs old
-  The Community Center structure is nearly 30 yrs old
-  Ballfields, dugouts & maintenance buildings are 20-30 yrs old
-  Participation in Summer Ball has nearly tripled since 2015 **3X**
-  Diamond 1 is currently located in a flood plain
-  76 games were cancelled due to flooding **CANCELLED**
-  That's **17%** of the games scheduled in Andover

Visit our website at www.andoverks.com/familyfutureforwardsalestax



2ND FIRE STATION LOCATED SOUTH OF US HWY 54

What can we expect to see?



The station will dramatically reduce response times for those living south of US HWY 54

The new station will be located at the corner of Minneha & Andover Road



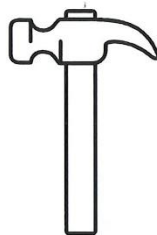
The new station will improve fire prevention, public education, and training programs for firefighters.

At 12,000 sqft, the new station will provide adequate and living/working space for diversified workforce



The new station will increase safety **city-wide** and throughout the fire district with more units available to respond to calls.

A remodel of your current station will extend the life of the current station for a diversified workforce.



REDESIGN OF 13TH STREET SPORTS PARK

What can we expect to see?



The redesign will be done in 3 phases over 10 years.

PHASE 1

- Moving all ball diamonds to the east and adding a field for a total of 5 diamonds. ALL ballfields will be properly drained which means **fewer cancelled/rescheduled games!**
- New Concession Stand
- New Restrooms
- New Playgrounds



PHASE 2

- Destination Playground
- Splash Pad
- New parking lot
- Adult Fitness Area
- A "Great Lawn" gathering area
- New picnic shelters/restrooms
- Outdoor pickleball courts



PHASE 3

- Build new, larger, Community Center
- Convert current Community Center to Maintenance Building for Parks Dept.
- Wayfinding kiosks and signage
- Convert current tennis courts to Meadow for nature walk/observation space



BOARD ACTION ITEMS

Butler Foundation Lease for Culinary Arts Projects – Tom Borrego provided historical information on the Culinary Arts Project and what eventually led two benefactors to donate funds and real estate to Butler Foundation for the sole purpose of constructing a building on U.S. Highway 54 in Andover for the Culinary Arts program. For the building to be constructed in time for classes to begin in August 2022, construction would need to begin in November 2021. An initial building rendering was provided.

Construction of the proposed building would be overseen and owned by Butler Foundation and leased to Butler Community College. Terms were described as a triple-net lease, with rental payments up to \$28,692.42 per month for ten years, and an option to purchase after the initial term. The monthly rent obligation was set so as not to exceed what had previously been approved by the Board, and what had been paid for use of the Boston Rec facility that formerly housed the program.

Trustee Smith indicated he would like more time for building details to be finalized and lease terms to be negotiated before taking a vote.

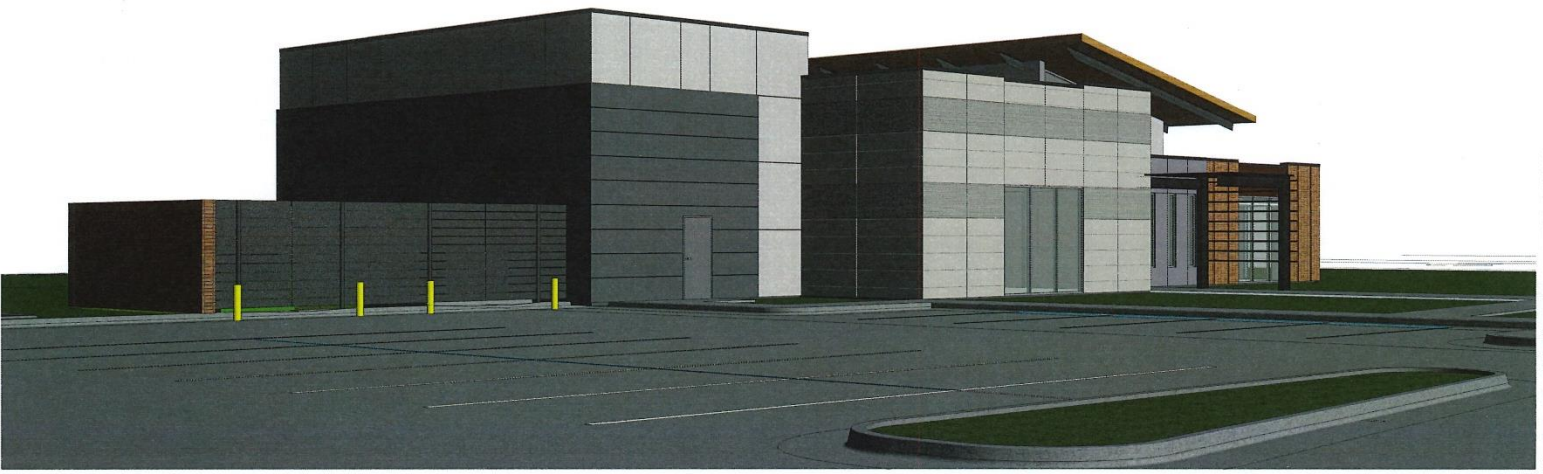
Trustee Law moved that the Board approve the Culinary Arts Program Lease with Butler Foundation as presented. Trustee Rhodes seconded. The lease terms were read and discussed. Trustee Rhodes noted that time was of the essence, and the Foundation was acting as a good faith partner in an effort to support the college and its programming.

Chair Lechtenberg called for a roll call vote with Trustees Good, Law, Rhodes, Lechtenberg and Howell voting in favor; Trustee Smith voting against, and Trustee Winslow abstaining. The motion passed.

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A NORTHEAST PERSPECTIVE



B SOUTHWEST PERSPECTIVE



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**PROGRESS
PRINT**

All work is done on the basis of the information provided by the client. The architect is not responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided.

Sheet Project Number: 200000

Design Project Number: BS-21740

**BUTLER COMMUNITY COLLEGE
CULINARY ARTS BUILDING**
622 E. Cloud Avenue
Andover, KS 67002

Issue:
PROGRESS
Date:
10.15.2021

REVISIONS
Description Date

SITE PLAN REVIEW SUBMISSION

A2.1
PERSPECTIVE
VIEWS

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is made effective as of _____ (the “**Effective Date**”), by and between Butler Community College Foundation, a Kansas not-for-profit corporation (“**Landlord**”), and _____, a _____ (“**Tenant**”).

Landlord hereby leases and demises to Tenant, and Tenant accepts and leases from Landlord, that certain real property located in Andover, Butler County, Kansas, comprising approximately 65,340 square feet, and more specifically described on Exhibit A attached hereto, together with all buildings, structures, improvements, and fixtures located therein, thereon, or thereunder (collectively, the “**Premises**”); on the following terms and conditions:

1. Improvements; Delivery; Acquisition of Premises.

a. *Improvements to the Premises.* Landlord at its sole expense will make the improvements and deliver possession of the Premises to Tenant in accordance with Exhibit C attached hereto. Such improvements will be and remain the property of Landlord, and once constructed will automatically be included within the term “Premises” as used in this Lease. Possession of the Premises will be deemed delivered to Tenant on the date Landlord delivers to Tenant a copy of a temporary, conditional, or permanent certificate of occupancy, or an equivalent approval, issued by the applicable government authority for the Premises (such date, the “**Delivery Date**”). Tenant has no right to occupy the Premises prior to the Delivery Date.

b. *Target Delivery Date; Early or Late Delivery.* Landlord will use commercially reasonable efforts to cause the Delivery Date to occur by August 1, 2022 (“**Target Delivery Date**”). If Tenant occupies the Premises prior to the Target Delivery Date, such occupancy will be subject to all provisions of this Lease, but will not change the expiration date of this Lease, and Tenant shall pay base rent, additional rent, and all other amounts due hereunder for such occupancy (as if such occupancy were during the initial Lease Year). If Landlord is delayed or for any reason fails to cause the Delivery Date to occur on or before the Target Delivery Date, then Tenant shall take possession of the Premises on the actual Delivery Date. Such delay or failure to timely deliver the Premises to Tenant does not constitute a default under this Lease and does not allow Tenant to terminate this Lease, and in no event will Landlord be liable to Tenant for any loss or damage resulting from delay or failure in the delivery of the Premises.

c. *Acquisition of Premises.* The parties acknowledge that, as of the Effective Date, Landlord leases the Premises from Vantage Andover, LLC, a Kansas limited liability company, pursuant to that certain Ground Lease dated effective September 1, 2021, and has a right to acquire fee ownership of the Premises on or around December 31, 2021, pursuant to that certain Real Estate Acquisition & Donation Agreement dated effective September 1, 2021. Notwithstanding any other provision of this Lease, each party’s obligations under this Lease are contingent upon Landlord acquiring fee ownership of the Premises on or before July 1, 2022. If (i) the above-described Real Estate Acquisition & Donation Agreement terminates without Landlord acquiring fee ownership of the Premises, or (ii) Landlord has not acquired fee ownership of the Premises on or before July 1, 2022, then at any time thereafter Landlord may terminate this Lease with written notice to Tenant, in which case neither party will have any further rights or obligations hereunder.

2. Term. The initial term of this Lease is for a period of approximately 10 years (the “**Initial Term**”), commencing on the Commencement Date and ending 10 Lease Years after the Commencement Date, unless sooner terminated as set forth in this Lease. “**Commencement Date**” means the Delivery Date, and “**Lease Year**” means

each consecutive 12-month period, commencing on the Commencement Date; provided, however, that if the Commencement Date is other than the first day of a calendar month, then the first Lease Year will include both (i) the period from the Commencement Date through the end of the calendar month including the Commencement Date, and (ii) the following 12 calendar months, and each subsequent Lease Year will be a 12-month period beginning on the anniversary of the first day of the calendar month following the Commencement Date.

3. Renewal Term. Provided Tenant is not in default under this Lease (and Tenant has not received notice of any event or condition that, if not cured, would constitute an event of default under this Lease) at the expiration of the then-current Term, Tenant may extend this Lease for 2 separate periods of 5 years each (each, a “**Renewal Term**”), by providing Landlord with written notice of Tenant’s exercise of the renewal option at least 180 days prior to the expiration of the then-current Term. For purposes of this Lease, the “**Term**” includes the Initial Term and any Renewal Term. If this Lease terminates during the Initial Term or any Renewal Term, all rights of extension also terminate.

4. Use of Premises. Tenant shall use the Premises solely for educational or other programs related to culinary arts, the restaurant industry, or the hospitality industry, including without limitation any program or activity in furtherance of the Culinary Arts Program at Butler Community College, and no business may be conducted upon the Premises that is in violation of any ordinance, regulation, or law of any governmental entity with authority to regulate the use of the Premises. Tenant will not permit anything to be done to constitute a nuisance that will increase fire hazard or insurance rates, or that will invalidate any policy of insurance on the Premises.

5. Rental. Tenant will pay to Landlord, as fixed base rent for the Premises, the following amounts during the following periods, payable in advance, commencing on the Commencement Date, and on the first day of each calendar month during the Term:

Period	Annual Base Rent	Monthly Base Rent
Lease Years 1-10 (Initial Term)	\$0	\$0
Lease Years 11-15 (Renewal Term if exercised)	\$0	\$0
Lease Years 16-20 (Renewal Term if exercised)	\$0	\$0

Rent (including all additional rent) for any partial calendar month of the Term will be prorated based on the number of days in the month. If any base rent or additional rent amount remains unpaid in full 5 days after its due date, Tenant automatically and immediately owes a late fee in addition to such amount, which late fee will be an amount equal to 5% of the unpaid rent amount. Further, any base rent, additional rent, or late fee amount that remains unpaid in full 30 days after its due date, will accrue interest at the rate of 15% per annum or the highest rate permitted by applicable law, whichever is less (“**Default Rate**”). Any amount Landlord receives from or on behalf of Tenant may be applied by Landlord in Landlord’s sole discretion in any order to any amounts then outstanding and due from Tenant. For the purposes of this Lease, “*additional rent*” includes all sums, charges, or amounts of whatever nature, other than base rent, to be paid by Tenant in accordance with this Lease, including, without limitation, taxes, utilities, insurance premiums, and repairs, whether or not such sums, charges, or amounts are referred to herein as “additional rent.” Except as otherwise expressly provided in this Lease, Tenant shall pay rent without abatement, diminution, reduction, deduction, or set off.

5(a). As additional rent, Tenant will reimburse Landlord, up to \$28,692.42 per year, for (i) the interest paid on Landlord's mortgage(s) of the Premises, and (ii) Landlord's administrative costs in owning and managing the Premises. Tenant will reimburse Landlord within 30 days of receiving an invoice for the same.

6. Absolute Net Lease. Landlord and Tenant intend that this Lease be construed as an "absolute net" lease, such that Tenant is obligated to pay all costs and expenses incurred with respect to the Premises and the business operated at the Premises (other than Landlord's income tax with respect to rents received by Landlord and debt service on any mortgage granted by Landlord on Landlord's fee simple interest in the Premises), including without limitation all taxes and assessments, utility charges, insurance costs, and maintenance, repair, and replacement expenses, together with any and all other assessments, charges, costs, and expenses of any kind related to the Premises and the business operated at the Premises. Except as expressly provided in this Lease, Landlord will bear no cost or expense of any kind with respect to the Premises.

7. Condition of the Premises. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date. Tenant's taking of possession of the Premises is conclusive evidence of Tenant's acceptance of the Premises in an "AS IS, WHERE IS, WITH ALL FAULTS" condition at the time of Tenant's taking of possession, with no obligation of Landlord to construct, improve, modify, clean, repair, replace, or perform any services at, the Premises. Except as expressly set forth in this Lease, Landlord makes no representations, warranties or covenants of any kind, express or implied, written or oral, to Tenant regarding the Premises, any environmental matters, any foundation, roof, structural soundness or other defects in the Premises, any water damage, leakage or mold, habitability or fitness for a particular purpose, or otherwise regarding the condition of the Premises or suitability of the Premises for Tenant's purposes. Tenant acknowledges that it has had the opportunity to make all investigations of the Premises and related matters as Tenant may reasonably desire, and Tenant is relying solely on its own investigation of the Premises, and not on any information provided by Landlord.

8. Taxes.

a. *Real Property Taxes*. Tenant shall pay, or at Landlord's option reimburse Landlord for, all taxes, assessments, and other governmental charges, whether federal, state, county or municipal, and any other taxes and assessments levied or assessed against the Premises (collectively "*Taxes*"), which accrue during the Term. If Tenant pays the Taxes directly (if Landlord has not elected to have Tenant pay the estimated amount of Taxes in advance, as described below), Tenant shall pay Taxes directly to the taxing authority before the date they would become delinquent or any penalties or interest would be charged. Tenant shall forward to Landlord within 10 days of receipt a copy of any property tax valuation, tax statement, or other communication regarding the Taxes received by Tenant. Tenant shall also provide to Landlord 10 days prior to the Taxes payment deadline a copy of proof of Tenant's payment of all Taxes. If Tenant fails to timely provide Landlord such written tax receipts, then Landlord may pay the amount of Taxes due, and Tenant shall pay to Landlord, on demand, such amount plus interest thereon at the Default Rate, from the date Landlord pays the amount to the taxing authority until repaid.

b. *Estimated Taxes*. Landlord may, but is not obligated to, from time-to-time collect estimated ad valorem taxes from Tenant. If Landlord elects to collect estimated Taxes from Tenant, Landlord will notify Tenant of the estimated annual Taxes (which estimate Landlord may update from time-to-time), and at the same time as each monthly base rent payment is due following such notice Tenant will additionally pay to Landlord 1/12th of the estimated Taxes. Upon Landlord receiving the actual Taxes statement(s), Landlord will notify Tenant whether Tenant owes a deficiency, and if so, Tenant will pay the balance of the Taxes deficiency within 30 days of receipt of such deficiency notice. If instead Tenant has overpaid the actual Taxes due for a calendar year, Landlord will apply the overpayment to the next year's Taxes estimated payments due from Tenant or, if the Term has ended, Landlord shall refund Tenant the overpayment, subject to offset by Landlord for any other amount due or claimed due to

Landlord under this Lease.

c. Personal Property Taxes. Tenant shall pay, before delinquency, all taxes assessed against the Landlord Identified Property, any leasehold interest of Tenant, or any fixtures, furnishings, equipment, stock-in-trade, or other personal property of any kind owned by Tenant, installed, or used in or on the Premises. This Section will survive any expiration or termination of this Lease.

9. Maintenance and Repairs. As additional rent, Tenant will perform all maintenance, and make any and all repairs and replacements, ordinary and extraordinary, capital and otherwise, now known or later discovered, latent or patent, necessary to comply with the terms of this Lease and keep the Premises in as good condition and repair as they were in when this Lease began, reasonable wear and tear excepted. Such maintenance, repair, and replacement includes, but is not limited to, maintaining and repairing the roof, exterior and interior walls, foundation, structural and supporting members, floors, ceilings, heating and air conditioning equipment, plumbing and electrical systems, all other building systems, windows, doors, all signage and order boards, sidewalks, landscaping, site drainage and grading, parking areas and other hard-surfaced areas, and all other improvements, fixtures and appurtenances located in, on or under the Premises. Landlord has no duty to repair, replace, maintain, or secure any part of the Premises, and Tenant agrees that Landlord is not liable for any loss or damage to Tenant's improvements to the Premises, its trade fixtures or personal property, or the property of others located at the Premises. Without limiting the foregoing, Tenant shall keep the items listed on Exhibit D attached hereto (the "Landlord Identified Property") in good working order and will replace the Landlord Identified Property only with the prior written consent of Landlord, which consent Landlord will not unreasonably withhold so long as the replacement item is in new condition and is of equivalent brand, type, and model as the item replaced. The term "Landlord Identified Property" includes any and all replacements to the initial items listed on Exhibit D, as well as all replacements of replacements.

10. Utilities. As additional rent, Tenant will furnish or cause to be furnished, at Tenant's own cost and expense and in Tenant's own name, and with no cost, expense, or liability to Landlord, any and all utilities necessary or desired to operate Tenant's business. In no event will Landlord be liable for any interruption or failure of utility service to the Premises.

11. Indemnification. Tenant will indemnify and hold harmless Landlord and its members, managers, directors, officers and lenders (the "**Landlord Indemnified Parties**"), from and against from any loss, cost, claim, judgment, or expense of any sort or nature (including reasonable professional consultant and attorneys' fees) and from any liability to any person, natural or artificial, because of any damage to the Premises or other property, or any injury or death to any person: (i) arising out of Tenant's occupancy or use of the Premises; (ii) occasioned wholly or in part by any action or omission of Tenant, its employees, agents, servants, invitees, or guests; or (iii) caused wholly or in part by Tenant's failure in any respect to comply with and perform all of the covenants, requirements, and provisions contained in this Lease. This Section will survive the expiration or termination of this Lease.

12. Liability Insurance. As additional rent, Tenant will at all times during the Term and at Tenant's own expense, maintain and keep in force, for the mutual benefit of Landlord and Tenant, naming Landlord as an additional insured, commercial general liability insurance providing a single limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

13. Hazard Insurance. As additional rent, Tenant will insure the improvements located on the Premises against loss or damage by fire or other casualty, with extended coverage endorsement, and including special-perils coverage. Coverage will be for at least 100% of the full insurable value as determined from time to time by Landlord. The term "full insurable value" means actual replacement cost, without deduction for physical depreciation. All insurance that Tenant is required to carry pursuant to this Lease must be: (A) issued by financially responsible

insurers satisfactory to Landlord; (B) on an occurrence basis (not claims-made basis); (C) non-cancelable for any cause without first giving Landlord 30 days' prior written notice; and (D) primary, and include a waiver of subrogation rights by the insurer; and Tenant shall deliver to Landlord copies, endorsements, or certificates of the insurance policies and of renewals (as Landlord may elect to require from time-to-time) during the Term so that at all times Landlord has adequate proof in Landlord's sole discretion that all required insurance is in effect, showing Landlord as an additional insured and any mortgagee of Landlord as loss payee. Tenant waives any claim it has against Landlord for any matter or liability that would be covered by any insurance required to be maintained by Tenant per this Lease. Landlord will not insure Tenant's personal property, and Tenant is solely responsible for obtaining insurance for Tenant's personal property. Tenant will also maintain insurance on the Landlord Identified Property for full replacement cost. Tenant shall give immediate notice to Landlord in case of fire or other damage to or defects in the Premises.

14. Covenants and Restrictions. Tenant acknowledges and agrees that this Lease is subject and subordinate to the terms of any covenants, restrictions, easements, or other document or matter recorded against all or any portion of the Premises, or otherwise of public record prior to the Effective Date (and all matters consented to by Tenant subsequent to the Effective Date), and Tenant covenants to comply with all such matters. Further, in addition to Tenant's other payment obligations under this Lease, Tenant shall pay as additional rent all sums charged, levied, or assessed under any restrictive covenants, declaration, reciprocal easement agreement, or other title exceptions affecting the Premises as of the Effective Date (and all matters consented to by Tenant subsequent to the Effective Date) promptly as the same become due and shall furnish Landlord evidence of payment thereof. Landlord shall not enter into any new (or consent to amending or modifying any existing) restrictive covenant, easement, declaration, reciprocal easement agreement or any other similar agreement without first obtaining Tenant's prior written consent, which consent Tenant will not unreasonably withhold.

15. Compliance with Laws. Tenant and Tenant's use of the Premises, including Tenant's equipment located on the Premises and use thereof, at Tenant's sole expense, shall comply with all of the requirements of any insurance carrier for the Premises and with all applicable laws, ordinances, statutes, bylaws, codes or regulations, and orders of all federal, state, and local governmental and quasi-governmental agencies having jurisdiction applicable to this Lease, the Premises, Tenant's equipment located on the Premises, and Tenant's use thereof.

16. Hazardous Materials.

a. Tenant shall, at its sole expense, at all times and in all respects comply with all Environmental Laws, and procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals relating to the presence of Hazardous Materials in, on, at, or under the Premises, and provide Landlord with copies of all such permits, licenses, and approvals. Tenant shall notify Landlord in advance of any use, generation, storage, or other handling of Hazardous Materials at the Premises by Tenant, its agents, employees, contractors, or invitees, and provide Landlord with safety data sheets (SDSs), or other detailed descriptions as Landlord may request from time to time, of all such Hazardous Materials. Without limiting Tenant's obligations pursuant to the previous two sentences or other provisions of this Lease, Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors, or invitees, without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

b. Tenant shall promptly notify Landlord in the event Tenant: (i) becomes aware of the presence of any Hazardous Materials in, on, at, or under the Premises in violation of any Environmental Law; (ii) becomes aware of the presence of any underground storage tank, water well, or septic system at the Premises; or (iii)

receives any notice, complaint, warning, claim, report, or communication regarding any alleged Hazardous Materials in, on, at, or under the Premises, any property adjacent thereto, or other property where Hazardous Materials generated at the Premises have been sent for disposal or treatment, or regarding any alleged violation of any Environmental Law by Tenant or the Premises or any property adjacent thereto, in which case Tenant shall promptly provide Landlord with a copy of the notice, complaint, warning, claim, report, or communication.

c. Tenant shall permit entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Section and to perform other environmental inspections of the Premises, but Tenant agrees that Landlord has no duty to monitor or inspect. Tenant shall maintain current safety data sheets (SDSs) for all Hazardous Materials used, generated, produced, stored, or otherwise handled at the Premises, and shall make them available to Landlord upon request, at no charge to Landlord.

d. Tenant shall cease immediately upon notice from Landlord any activity which violates or creates a risk of violation of any Environmental Laws, but Tenant agrees Landlord has no duty to monitor or inspect regarding such violation or risk.

e. Tenant shall investigate, monitor, remove, or otherwise remediate in accordance with Environmental Laws and good commercial practice any Hazardous Materials brought onto or generated, stored, transported, used, released, or otherwise handled at the Premises by Tenant, or its agents, employees, contractors, or subtenants, in violation of Environmental Laws.

f. Tenant agrees to indemnify, defend, and hold the Landlord Indemnified Parties harmless from any and all claims, demands, losses, costs, damages, judgments, and expenses (including without limitation all interest, penalties, fines, and other sanctions) that arise during or after the Term as a result of or in connection with Tenant's, or Tenant's agents', employees', or contractors', activities on the Premises that are not in compliance with all Environmental Laws or that otherwise constitute a breach of Tenant's obligations under this Section. The costs covered by Tenant's indemnification in the preceding sentence include, without limitation: (i) costs incurred in the investigation of site conditions; (ii) financial responsibility for cleanup costs or corrective action, including without limitation any investigation, cleanup, removal, containment, or other remedial measures or response actions required by any applicable Environmental Law; (iii) any other any compliance, corrective, investigative, or remedial measures required under any Environmental Law; and (iv) fees of attorneys, engineers, and other consultants that are incurred by Landlord. Tenant's obligations in this Section will survive the expiration or termination of this Lease, and do not in any way limit any other indemnification obligations set forth in this Lease.

g. For purposes of this Section, "**Hazardous Material(s)**" includes any material, liquid, or other substance: (i) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined or listed as a hazardous waste, hazardous substance, medical waste, pollutant, or contaminant under any Environmental Law, or (ii) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous. The term "**Environmental Law**" includes each applicable federal, state, or local law, regulation, ordinance, policy, judgment, order, directive, and legally enforceable guidance document relating to public or occupational health and safety, pollution or protection of the environment (including without limitation ambient or indoor air, surface water, groundwater, land surface or subsurface strata), or human health, all as may be amended from time to time.

17. Alterations.

a. *Landlord Consent.* Tenant shall not make or cause to be made any changes, alterations, additions, or improvements (“*Alterations*”) to the Premises without Landlord’s prior written consent, such consent not to be unreasonably withheld; provided that it will not be unreasonable for Landlord to withhold or condition its consent to any Alteration that: (i) affects the roof, exterior, or structural components of any building at the Premises, (ii) affects utilities systems (including without limitation HVAC), (iii) affects any equipment or systems related to Landlord’s or Tenant’s compliance with applicable laws, (iv) involves any excavation of the land or flooring, or (v) alters the parking lot or paved areas. Tenant is permitted to make or cause to be made, without Landlord’s consent, but with notice to Landlord, cosmetic alterations (including, but not limited to, painting and hanging pictures within the building). In no event may Tenant install an underground storage tank or septic system at the Premises.

b. *Compliance with Laws.* All Alterations must be made in a first class, workmanlike manner, and in compliance with all applicable legal requirements and all requirements of each insurance policy affecting the Premises. All Alterations that are in the nature of permanent improvements will automatically become part of the Premises.

18. Liens and Encumbrances. Tenant will at all times keep the Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Premises at Tenant’s request or by Tenant’s authority. If a mechanic’s or materialmen’s lien is filed against the Premises and remains due and unpaid for a period of 30 days, Landlord may, at Landlord’s option and without being required to inquire into or determine the correctness or validity, assume and pay the lien, together with any penalties, and Tenant will reimburse Landlord within 5 days’ of Landlord’s delivery to Tenant of a written statement showing the aggregate amount paid by Landlord.

19. Landlord Default. If Landlord fails to perform an obligation of Landlord hereunder, and such failure continues for 30 days (or such longer period if Landlord’s cure reasonably takes longer than 30 days to complete and Landlord commences such cure within the initial 30 days and diligently continues to cure until complete) after written notice from Tenant specifying such failure, Landlord will be in default, and Tenant, as Tenant’s sole remedy, may sue Landlord for actual damages (but not indirect, consequential, speculative, exemplary, or punitive damages) or such other equitable relief as is reasonable under the circumstances, but under no circumstances will Tenant have a right to terminate this Lease or abate or offset any rent due under this Lease.

20. Tenant Default. The occurrence of any of the following events constitute an event of default by Tenant:

a. Tenant’s failure to pay any rent, additional rent, or other monetary obligation under this Lease when due, and such failure continues for 5 days after written notice from Landlord of such failure (except that Tenant is entitled to no more than 1 such notice per 12-month period);

b. (i) a voluntary or involuntary petition in bankruptcy is filed by or against Tenant, (ii) a petition is filed by or against Tenant seeking to invoke the benefits of any bankruptcy or reorganization law, (iii) Tenant makes a general assignment for the benefit of Tenant’s creditors, (iv) a trustee or receiver is appointed for all or substantially all of Tenant’s assets, or (v) Tenant fails to maintain all insurance required pursuant to this Lease; or

c. Tenant’s failure to promptly keep and perform any other affirmative or negative covenant or obligation of this Lease strictly in accordance with the terms of this Lease, and such failure continues for 30 days after written notice from Landlord of such failure (or such longer period if Tenant’s cure reasonably takes longer than 30 days to complete and Tenant commences such cure within the initial 30 days and diligently continues to cure until complete).

21. Remedies upon Tenant Default. Upon Tenant's default, Landlord may, at its option, in addition to all other rights and remedies under this Lease or available at law or in equity, do any one or more of the following:

a. Terminate this Lease and repossess the Premises by entering the Premises, or any part of them, either with or without process of law, and expelling Tenant or any person occupying the Premises, using such force as may be necessary so to do;

b. Relet the Premises, applying the new tenant's rent on this Lease. Tenant will remain liable to Landlord for any difference between the amount obtained from any new tenant or tenants and the rental payment (including all additional rent) required in this Lease and all other damages sustained by Landlord because of Tenant's default (including reasonable attorneys' fees, leasing commissions, remodeling and reconstruction costs, free rent, reduced rent and other leasing incentives, and other reletting costs);

c. Remove, at Tenant's expense, any of Tenant's property in or on the Premises; or

d. Pursue any and all other remedies available at law or in equity, as Landlord's remedies under this Lease are cumulative and not mutually exclusive. This Section will survive the expiration or termination of this Lease.

22. Tenant's Purchase Option. Landlord hereby grants Tenant an option, beginning on the Commencement Date and until the expiration or termination of the Term (the "*Option Period*"), to purchase the Premises upon the terms and conditions set forth on Exhibit B attached hereto (the "*Option*"). If this Lease terminates during the Initial Term or any Renewal Term, the Option will lapse and cease to be of any further force or effect, and Tenant will have no further rights to or interest in the Premises arising under this Lease. Upon the closing of Tenant's purchase of the Premises per the Option, this Lease will terminate, and neither party will have any further rights or obligations hereunder (except those rights and obligations that expressly survive the termination of this Lease).

23. Redler Option. Tenant acknowledges that the Premises is subject to that certain Option Agreement by and between Landlord and Scott E. Redler, Trustee of the Scott E. Redler Revocable Trust dated April 7, 2004 (the "*Redler Option Agreement*"), pursuant to which the grantee under the Redler Option Agreement has an option to purchase the Premises. In the event the grantee under the Redler Option Agreement exercises its option and purchases the Premises, this Lease will terminate as of the closing of grantee's purchase, and neither Landlord nor Tenant will have any further rights or obligations hereunder (except those rights and obligations that expressly survive the termination of this Lease).

24. Assignment; Successors. Tenant has no right to assign or transfer this Lease or to sublease or transfer in any way the whole or any part of the Premises, except with Landlord's written consent, which Landlord may withhold or condition in Landlord's sole discretion. Any assignment, sublease, or other transfer in violation of this Section is null and void. In the event of the transfer by Landlord of its interest in this Lease or the Premises, Landlord will be released from any future obligations under this Lease accruing after the date of such transfer, and Tenant agrees to look solely to Landlord's successor for performance of the obligations of "Landlord" under this Lease. The terms of this Lease inure to the benefit of, and are binding on, the parties and their respective successors, assigns, and legal representatives, except as otherwise expressly provided.

25. Damage by Fire or Other Casualty. Tenant will use every precaution against fire and other casualty.

In case of fire or other casualty, Tenant will cause the Premises to be fully restored, unless the casualty damages more than 30% of the main building at the Premises and occurs in the last year of the Term, in which case Tenant or Landlord may elect to repair and rebuild after the casualty, but if neither party so elects within 60 days after the casualty occurs, then this Lease will be deemed terminated as of the date of the casualty. If Tenant does not repair or rebuild after a casualty, or if any insurance proceeds are left over after Tenant completes the casualty repairs (such proceeds are to only be used to repair and restore the Premises), then all insurance proceeds not used to repair or rebuild the Premises will be promptly paid to Landlord. If the Premises are later rebuilt or repaired after this Lease is terminated pursuant to this Section, then Tenant will have no further right to the Premises or rights arising under this Lease. Rent during any repair or restoration period will abate in proportion and to the extent that the Premises are rendered un-tenantable.

26. Condemnation.

a. *Total Taking.* If the whole of the Premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu thereof, this Lease will expire on the date when the Premises is taken, and the rental (including additional rent) will be abated as of that date. No part of any award from any condemning authority will inure to Tenant.

b. *Partial Taking.* If any part (but less than the whole) of the Premises is taken for any public use or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu thereof, then this Lease will automatically terminate as of the date title is taken only for the portion of the Premises so taken. If such partial taking occurs, rent will be abated in the same proportion that the value of the portion of the Premises taken bears to the then-current value of the entire Premises. If the remainder of the Premises is, by reason of such taking, rendered unusable for the purposes for which the Premises was leased, then each party has the right to terminate this Lease on 30 days' written notice to the other given within 90 days after the date of the taking.

27. Right of Landlord to Enter and Inspect. Landlord reserves the right, personally or through any representative, agent, or consultant of Landlord's choice, to enter upon the Premises, at any and all reasonable times, for the purpose of inspecting the Premises, exhibiting the same to a prospective purchaser, lender, or lessee, performing an assessment of the environmental condition of the Premises or for any other purpose. Landlord has the further right, at any time within 6 months before the expiration of the then-current Term, to place or affix upon the doors, windows, or other exterior portions of the Premises signs and notices that the Premises are for sale or for rent.

28. Surrender at Termination. When this Lease expires for any reason, whether expiration of the Term or termination for default or otherwise (except in the event Tenant purchases the Premises pursuant to the Option), Tenant will peaceably surrender and deliver up possession of the Premises to Landlord, broom clean and in as good condition and repair as they were in on the Commencement Date, reasonable wear and tear and casualty damage excepted, and Tenant shall repair any and all damages caused by Tenant's removal of any equipment or other personal property installed by or used by Tenant during the Term. Without limiting Tenant's obligations pursuant to the previous sentence, if any such equipment or personal property remains at the Premises after the last day of the Term, the same will be deemed abandoned, and at Landlord's option will become the property of Landlord and may be sold or disposed of as Landlord may determine, without liability to Tenant. Tenant shall also promptly execute, acknowledge, and deliver to Landlord such instrument(s) as Landlord deems necessary or desirable to effectuate the termination of this Lease or to perfect Landlord's right, title, and interest in and to the Premises. The terms of this Section will survive the expiration or termination of this Lease.

29. Holding Over. If Tenant occupies the Premises or any part thereof after the last day of the Term, and Landlord elects to accept rent, a tenancy from month-to-month only will be created subject to all provisions of

this Lease insofar as they are applicable to a tenancy from month-to-month, except that monthly base rent will increase to 150% of the amount due immediately before the holdover period. This Section will survive the expiration or termination of this Lease.

30. Subordination to Mortgage. This Lease and all rights of Tenant under this Lease will be subject and subordinate to any lien of any and all mortgages or other liens presently existing or hereafter created upon the Premises, and to any renewals and extensions thereof. Tenant covenants and agrees to execute and deliver, upon the demand of Landlord, its successors and assigns: (A) such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, and consenting to the mortgage, provided, that such mortgage recognizes the validity and continuance of this Lease in the event of foreclosure of Landlord's interest or in the event of conveyance in lieu of foreclosure as long as Tenant is not in default under the terms of this Lease; and (B) such further attornment agreements and estoppels certificates confirming the terms of this Lease, whether there are any defaults by Landlord or Tenant, agreeing that Tenant will provide such lender with simultaneous copies of any notice delivered to Landlord and rights to cure a Landlord breach beyond Landlord's cure period (including without limitation rights to extend the cure period by such additional time as may be reasonably required for lender to acquire possession of or title to the Premises), agreeing that such lender may elect to use casualty insurance proceeds to reduce the debt owed to the lender in lieu of such proceeds being available to repair or restore the Premises (in which event, Tenant may elect to terminate this Lease if Landlord does not cause an amount equal to such proceeds taken by lender to be available to Tenant for repair/restoration), agreeing that such lender does not have any liability for any Landlord obligations or defaults arising or occurring prior to any date that such lender would take actual title to the Premises and land thereunder, and such other terms as are usual and customary in the Butler County or Sedgwick County, Kansas area.

31. Notices. All notices required or permitted under this Lease must be in writing and will be deemed delivered: (i) 1 day after delivery to Federal Express or other similar courier service, marked for next day delivery; or (ii) 3 days after deposit in the United States Mail if sent by registered or certified mail, return receipt requested; each addressed to Landlord or Tenant at the address set forth below their respective signature blocks, or such other address as may be furnished in writing in the same manner as provided in this Section.

32. Entirety of Lease; Amendments. This Lease (including any exhibits to this Lease, which are incorporated herein by this reference): (i) constitutes the entire agreement between Landlord and Tenant relating to the subject matter of this Lease; (ii) supersedes all prior communications (whether expressed, implied, written, or oral), agreements, and understandings between Landlord and Tenant relating to the subject matter of this Lease; and (iii) may not be modified or amended except by a written instrument executed by Landlord and Tenant.

33. Enforcement. No failure by any party to insist upon the strict performance of any term, covenant, duty, agreement, or condition of this Lease, or to exercise any right or remedy consequent upon a breach of this Lease will constitute waiver of any such breach or any other term, covenant, duty, agreement, or condition, or affect any right to enforce the same covenant, duty, agreement, or condition on the occasion of a subsequent default or breach.

34. Brokers. Landlord and Tenant each warrant and represent to the other that they have not contacted, engaged, or dealt with any real estate agent or broker regarding the Premises or this Lease, and each party agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs, or expenses of any kind or character arising out of or resulting from any agreement having been made (or claimed to have been made) by such indemnifying party or on its behalf with any broker, agent, or similar salesperson in connection with this Lease. This Section will survive the expiration or termination of this Lease.

35. Personal Liability. Landlord's liability to Tenant for any default by Landlord under this Lease is limited to Landlord's interest in the Premises, and Tenant agrees to look solely to Landlord's interest therein for the recovery of any judgment against Landlord, it being intended that neither Landlord nor any of its partners, shareholders, members, agents, parents, subsidiaries, affiliates, officers, employees, or directors, nor any other assets of Landlord, will be personally liable for any judgment or deficiency.

36. Memorandum of Lease. Promptly upon request, each party will execute and deliver to the other party a memorandum of lease in recordable form reasonably acceptable to both parties, which may be recorded in the real property records at the cost of the requesting party; provided, however, that in no event may Tenant record this Lease or any memorandum, notice, or short form of this Lease prior to the date Landlord acquires fee ownership of the Premises.

37. Estoppel Certificate. At any time and without cost to Landlord, Tenant shall execute and deliver to Landlord, within 10 days of Landlord's request, a written declaration in recordable form prepared by Landlord and reasonably acceptable to Tenant: (i) ratifying this Lease; (ii) expressing commencement and termination dates of this Lease; (iii) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended (except by such written approvals by Landlord and Tenant identified in the instrument); (iv) stating that all conditions under this Lease to be performed by Landlord have been satisfied; (v) stating that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (vi) stating the amount of advance rent, if any (or none if such is the case), paid by Tenant; (vii) stating the date to which rent has been paid; (viii) stating the amount of security deposited with Landlord (or none if such is the case); and (ix) stating any other information reasonably required by Landlord, or any mortgagee or purchaser.

38. Construction of Lease. The various captions and section headings in this Lease are for convenience only and may not be considered in interpreting or construing this Lease. No provision of this Lease will be more strictly construed against the drafting party. Unless expressly provided in this Lease, all references to "Section" refer to the entire numbered Section in which the reference is located. Unless expressly provided in this Lease, all references to "herein", "hereunder", and words of similar import refer to this Lease as a whole and not the particular provision in which the word(s) appear.

39. No Partnership or Agency. Notwithstanding anything else to the contrary, Landlord is not and under no circumstances will it be considered to be a partner of Tenant or engaged in a joint venture with Tenant.

40. Applicable Law; Venue. This Lease, and the rights and obligations of the parties arising under this Lease, will be construed in accordance with the laws of the State of Kansas. Any legal action under this Lease must be brought in Butler or Sedgwick County, Kansas.

41. Time Is of the Essence; Deadlines. Time is of the essence in the performance of every payment, covenant, and obligation under this Lease. A business day is any day other than a Saturday, Sunday, or federal holiday. If a date or deadline under this Lease falls on a day that is not a business day, such date or deadline automatically extends to the next business day.

42. Authority. Each person signing on behalf of a party hereto represents and warrants that such individual has full authority to bind such party to all of its obligations under, and the terms of, this Lease.

43. Partial Invalidity. If any court of competent jurisdiction deems any clause, term, or provision

of this Lease, or the application thereof to any person or circumstance, to be invalid or unenforceable, the remainder of this Lease, or its application to persons or circumstances other than those to which it is invalid and unenforceable, will not be affected thereby, and each clause, term, and provision of this Lease will be valid and enforced to the fullest extent permitted by law. If any court of competent jurisdiction deems any provision of this Lease too restrictive, the other provisions will stand, and the court will modify the provision at issue to the point of greatest restriction permissible by law.

44. Counterparts; Signatures. The parties may execute this Lease in counterparts, each of which will constitute an original, and all of which, when taken together, will constitute one and the same instrument. Signatures will be considered binding and original even if transmitted via e-mail or facsimile, and a Lease containing facsimile or scanned signatures will be deemed an original of this Lease.

[Signatures and Exhibits on the following pages.]

“Landlord”:

BUTLER COMMUNITY COLLEGE FOUNDATION,
a Kansas not-for-profit corporation

By: _____

Printed Name: _____

Title: _____

Landlord Notice Address:

Attn: _____

“Tenant”:

a _____

By: _____

Printed Name: _____

Title: _____

Tenant Notice Address:

Attn: _____

EXHIBIT A

DESCRIPTION OF PREMISES

Lots 3 and 4, and the west 78.80 feet of Lot 5 of Block 1, Marketplace Commercial Third Addition, an addition to the City of Andover, Butler County, Kansas.

EXHIBIT B
TENANT'S PURCHASE OPTION

1. **Exercise Notice.** At any time during the Option Period, provided Tenant is not in default under this Lease (and Tenant has not received notice of any event or condition that, if not cured, would constitute an event of default under this Lease), Tenant may elect to purchase the Premises and the Landlord Identified Property by providing written notice to Landlord during the Option Period (an "***Exercise Notice***").

2. **Terms of Sale.** If Tenant timely delivers a valid Exercise Notice, the following terms will apply to the transaction between Landlord and Tenant:

a. The purchase price for the Premises and the Landlord Identified Property will be determined according to Section 3 of this Exhibit B. Tenant will not receive a credit against the purchase price for base rent or any other amounts paid under this Lease, except as expressly set forth in Section 3 of this Exhibit B.

b. Landlord will cause a title insurance company to deliver to Tenant a title insurance commitment for a standard owner's policy, committing to insure a marketable title to the Premises in the amount of the purchase price upon the recording of the deed, subject only to the Redler Option, and all easements, covenants, and restrictions of record as of the Effective Date (and all matters consented to by Tenant subsequent to the Effective Date), taxes and assessments not yet due and payable, zoning and other governmental restrictions, matters discoverable by a survey or inspection of the Premises, and other customary matters excluded from a title insurance policy for a property comparable to the Property (collectively, the "***Permitted Exceptions***").

c. Landlord will have a reasonable time to cure any defects shown in the title commitment, to the extent that: (i) Tenant delivers to Landlord written notice of such defects within 5 days following its receipt of the title commitment, and (ii) such defects are not Permitted Exceptions, provided that Landlord will have no obligation to cure any objection or meet any requirement of Tenant not expressly set forth in this Exhibit C (except that Landlord will pay off at closing any mortgages or other monetary liens on the Premises and the Landlord Identified Property caused by Landlord). In the event Landlord, following the exercise of Landlord's good faith reasonable efforts, is unable to convey marketable title as required, Tenant agrees that Tenant's sole remedy will be to either: (i) accept such title as Landlord can convey, or (ii) elect not to consummate its exercise of the Option, in which case the Option will lapse and cease to be of any further force or effect.

d. Tenant will bear the cost of the owner's policy.

e. Landlord and Tenant will memorialize the transaction between Landlord and Tenant by a written contract and such other instruments as may be necessary or appropriate to consummate the sale of the transaction as set forth herein, including without limitation a special warranty deed, all in forms reasonably acceptable to Landlord and Tenant.

f. The sale of the Premises and the Landlord Identified Property to Tenant will be an "AS IS" and "WHERE IS" sale, without any representations or warranties on the part of Landlord relative to the Premises or the Landlord Identified Property, the condition of the Premises or the Landlord Identified Property, or the suitability of the Premises or the Landlord Identified Property for any particular use or purpose.

g. The transaction will close on or prior to the earlier of (i) the expiration or termination of this Lease, and (ii) 45 days following Tenant's delivery of the Exercise Notice to Landlord.

3. **Purchase Price.** The purchase price for the Premises and the Landlord Identified Property will be an amount equal to (A) Landlord's Costs, less (B) the total amount of fixed base rent actually paid by Tenant to Landlord pursuant to Section 5 of this Lease; each calculated as of the date immediately prior to the closing of the sale of the Premises to Tenant. "***Landlord's Costs***" includes all assessments, charges, costs, and expenses of any kind actually incurred by Landlord in connection with the Premises or the Landlord Identified Property,

whether before or after the Effective Date, including without limitation related to acquiring the Premises and the Landlord Identified Property, owning and operating the Premises and the Landlord Identified Property, constructing improvements at the Premises, financing the cost of construction or other expenses in connection with the Premises or the Landlord Identified Property (and interest paid in connection with the same), and insuring the Premises, and real property taxes and special assessments, and assessments or charges pursuant to recorded instruments with respect to the Premises.

4. Failure to Timely Elect or Purchase. If Tenant fails to timely exercise the Option or, having timely elected to exercise the Option, fails to purchase the Premises and the Landlord Identified Property within the required period (for any reason other than Landlord's default), the Option will lapse and cease to be of any further force or effect.

5. Compliance with Lease. Tenant shall at all times, whether or not it has delivered an Exercise Notice, comply with all terms and conditions of this Lease and keep and perform all affirmative and negative covenants and obligations of Tenant, including without limitation the payment of base rent and additional rent, strictly in accordance with the terms of this Lease.

6. No Tenant Transfer or Assignment. The Option in favor of Tenant is personal to Tenant, and is non-transferable and non-assignable in all circumstances, whether by operation of law or otherwise, without the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Any attempted transfer or assignment by Tenant in violation of this Section is null and void and without legal effect.

EXHIBIT C
LANDLORD'S WORK

1. Construction Pursuant to Plans. Landlord shall cause the construction at the Premises of a building and related site improvements, in substantial compliance with the plans set forth on Attachment 1 to this Exhibit C (the "***Plans***"), and in compliance with all applicable codes, permits, and building regulations of applicable governmental authorities as of the Delivery Date (such construction, "***Landlord's Work***"). Landlord has the right, without obtaining Tenant's consent, but with notice to Tenant, to make any changes to the Plans that are required by any governmental authority having jurisdiction over the Premises. Landlord has the right, without obtaining Tenant's consent, but with notice to Tenant, to make any other changes to the Plans so long as such changes are first approved by a majority of the Butler Community College Foundation Board of Directors Executive Committee.

2. Completion of Landlord's Work.

a. Landlord's Work will be deemed completed on the Delivery Date. Promptly after the Delivery Date, Landlord and Tenant will conduct a walk-through of the Premises for the purpose of creating a punch list of items that Tenant deems reasonably necessary that Landlord complete or correct in order for the Premises to be acceptable and in conformance with Landlord's Work. If Landlord disagrees with any of the punch list items, it will notify Tenant within 10 days of receipt of the list of such items, and the parties will work together in good faith to agree upon the punch list items. Landlord will promptly complete any agreed-upon punch list items, but the delay in completing any such items will in no circumstance affect the Delivery Date.

b. Subject to any punch list items, Tenant's taking possession of any portion of the Premises will be conclusive evidence that such portion of the Premises was in good order and satisfactory condition, and that all of Landlord's Work with respect to the Premises was satisfactorily completed. Without limiting the foregoing, and subject to Landlord's obligations in Section 1 of this Exhibit C, Tenant acknowledges that Landlord has not made and will not make any representations or warranties to Tenant with respect to the quality of construction of Landlord's Work, or the fixtures or personal property of the building or Premises, or the infrastructure systems thereof, including any warranties or representations as to: (i) the Premises' fitness, design, or condition for any particular use or purpose, (ii) the quality of the material or workmanship of the building or Premises, (iii) the existence of any defect, latent or patent, with respect to building or the Premises, or (iv) the compliance of the building or the Premises with any governmental laws, regulations, or ordinances of any kind; and in the event of any defect or deficiency in any of the building or the Premises of any nature, whether latent or patent, Landlord will have no responsibility or liability with respect thereto, or for any consequential, speculative, exemplary, or punitive damages (including loss of use, revenue, or profit, or strict liability in tort).

ATTACHMENT 1 TO EXHIBIT C

“PLANS”

[Attach Plans]

EXHIBIT D

LANDLORD IDENTIFIED PROPERTY

1.

CONSENT AGENDA – Trustee Law moved that the Board approve the consent agenda as presented. Trustee Rhodes seconded. Heather Rinkenbaugh called a roll call vote with Trustees Good, Howell, Law, Rhodes and Lechtenberg voting in favor, and Trustees Smith and Winslow voting against. The motion passed.

The consent agenda contained the following topics for approval:

- Approval of Minutes of the Regular Board Meeting of September 14, 2021
- Approval of Minutes of the Special Board Meeting of September 27, 2021
- Approval of Bill and Warrants for September 2021 - \$5,629,088.93 (includes Expenditure Approval List - \$3,090,981.66 and, Payroll - \$2,538,107.27)
- Approval of Acquia Additional Services for Web CMS
- Ratification of El Dorado Child Start Off-Campus Agreement
- Ratification of El Dorado Senior Center Off-Campus Agreement
- Ratification of Concurrent Enrollment Partnership Appendices

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Esam Mohammad

Statement of Revenue & Expenditures – Kim Sherwood

Thank You Notes – Thank you notes were received from Butler Financial Aid Office, Sarah Hinnen, Shelby Henley, Erin Johnson, Kaleb, Kirstyn Cooper, Laura Scribner, Brode Borg and David Dillner.

Board Calendars

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

Board Calendars- cont.

2020-2021 Board Meeting Dates

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

<u>LOOKING AHEAD</u>		
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
January Board Finance Committee	Tuesday, January 11, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
January Board Meeting	Tuesday, January 11, 4:30 p.m.	ALL TRUSTEES
January Work Session	Not currently scheduled	ALL TRUSTEES

FALL 2021 ACTIVITY CALENDAR

Institutional Development Day – No Classes	Tues., October 12
Vocal Concert - College Theatre (700 Bldg.)	Fri., October 15 @ 7:30 p.m. 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.
PTK Induction-Welcome Center	Sun. October 24 @ 2:00 p.m.
Cross Country @ Region VI Championships	Sat., October 30 @ TBA
Softball Region VI Tournament	November 3
Football KJCCC Playoffs	Sun., November 7 Sun., November 14
Instrumental Music Celebration of Freedom Concert (Welcome Center)	Sun., November 7 @ 7:00 p.m.
Summer 2022 Enrollment Begins	Mon., November 8

Art Exhibit "Art by Erika Navarrete" (E.B. White Art Gallery) Artist Reception	November 8-December 3 November 8 @ 6:00-8:00p
Men's Basketball vs. Kansas City, KS	Wed., November 10 @ 7:30 p.m.
Men's Basketball vs. McPherson	Sat., November 13 @ 2:00 p.m.
Cross Country NJCAA National Championship	November 13
Theatre Production #2-College Theatre (700 Bldg.)	November 18 & 19 @ 7:30 p.m. November 20 @ 2:00 p.m. & 7:30 p.m.
Basketball vs. Seward (Women/Men)	Sat., November 20 @ 2:00 & 4:00 p.m.
Show Choir Festival Concert-College Theatre (700 Bldg.)	November 22 @ 7:00 p.m.
Thanksgiving Break	November 24-26
Basketball vs. Pratt (Women/Men)	Sat., November 27 @ 2:00 & 4:00 p.m.
Dance Showcase-College Theatre (700 Bldg.)	November 29 @ 7:00 p.m.
Chamber Concert Brass-Hubbard Welcome Center	November 29 @ 7:30 p.m.
Chamber Concert Woodwind-Hubbard Welcome Center	November 30 @ 7:30 p.m.

ADJOURNMENT

Trustee Rhodes moved to adjourn the meeting. Trustee Winslow seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously. The regular meeting of October 12, 2021 was adjourned at 6:31 p.m.

Forrest Rhodes – Secretary

BILLS AND WARRANTS

TOPIC for ACTION

REPORT

Bills and Warrants for October 2021 - \$6,626,374.90 (includes Expenditure Approval List - \$3,832,021.50 and Payroll - \$2,794,353.40).

RECOMMENDED ACTION:

Approval of October 2021 bills and warrants.

RECOMMENDED FUNDING SOURCE:

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

BIDS AND PURCHASES

NONE

RATIFICATION OF AGREEMENTS AND CONTRACTS

NONE

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 KHESTAT's 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	1416 (AY 2021)	10/2021	1446 (AY 2020), 1513 (AY 2019), 1496 (AY 2018)	Kansas Board of Regents AY Completions File

MONTHLY STATEMENT OF REVENUE AND EXPENDITURES

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 10/31/2021

FISCAL YEAR 22, PERIOD 04
OPERATING FUNDS

	2022				2021			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
REVENUES:								
Tuition/Fees	18,825,165	11,017,579	7,807,586	58.53%	18,125,340	11,369,125	6,756,215	62.73%
Local Sources	15,190,091	1,119,085	14,071,006	7.37%	13,252,728	1,138,299	12,114,429	8.59%
State Sources	15,998,768	8,520,735	7,478,033	53.26%	15,225,128	7,831,317	7,393,811	51.44%
Auxiliary Sources	17,724	8,550	9,174	48.24%	17,724	9,300	8,424	52.47%
Other Sources	654,963	169,889	485,074	25.94%	793,136	204,037	589,099	25.73%
Transfers	82,134	0	82,134	0.00%	475,463	0	475,463	0.00%
TOTAL REVENUES:	50,768,845	20,835,837	29,933,008	41.04%	47,889,519	20,552,077	27,337,442	42.92%
EXPENSES:								
Instruction	15,621,474	3,649,304	11,972,170	23.36%	15,665,115	3,873,289	11,791,826	24.73%
Academic Support	3,462,374	977,240	2,485,134	28.22%	3,407,426	953,859	2,453,567	27.99%
Student Services	6,353,239	1,813,800	4,539,439	28.55%	6,255,978	1,604,594	4,651,384	25.65%
Institutional Support	19,365,362	6,002,949	13,362,413	31.00%	16,695,756	6,931,509	9,764,247	41.52%
Physical Plant Operations	3,610,867	1,015,005	2,595,862	28.11%	3,516,342	944,324	2,572,018	26.86%
Student Financial	3,555,385	1,763,683	1,791,702	49.61%	3,655,385	1,871,926	1,783,459	51.21%
Auxiliary Enterprise	0	0	0	0.00%	1,400	0	1,400	0.00%
TOTAL EXPENSES:	51,968,701	15,221,982	36,746,719	29.29%	49,197,402	16,179,499	33,017,903	32.89%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	616,733	361,001	255,732	58.53%	873,908	558,163	315,745	63.87%
Non-Mandatory Transfers	612,273	0	612,273	0.00%	512,273	0	512,273	0.00%
TOTAL TRANSFERS:	1,229,006	361,001	868,005	29.37%	1,386,181	558,163	828,018	40.27%
NET INCREASE/DECREASE IN NET ASSETS	(2,428,862)	5,252,854			(2,694,064)	3,814,415		
Fund Balances, Beginning of year	12,501,052	12,501,052			9,086,097	9,086,097		
Fund Balances, End of Period	10,072,190	17,753,906			6,392,033	12,900,513		

Statement of Revenue, Expenditures, and Other Changes

REVENUES:

Tuition/Fees

In-County, In-State, Out-State, International Tuition, Tuition Waivers, Continuing Ed Fees, Nursing Fees, Auto Tech Uniform Fees, International Student Processing Fees, Online Course Fees, Enrollment Fees, Student Health Fees, and Athletic Scholarship Fees

Local Sources

Ad Valorem Taxes, Taxes-in-Process, Delinquent Taxes, Motor Vehicle Taxes, and other Local Taxes

State Sources

State Operating Grant and SB155 Funding

Auxiliary Sources

Dorm Rental – Fire Science students

Student Life and EduCare Fund Revenue (not applicable to Operating Funds)

Other Sources

Interest Income, Reimbursements, Commissions, Gate Receipts, Deferment Fees, Media Resource Fees, and Prior Year Claims Cancelled

Transfers

Testing Fees Transfer for Administration, Transcript Fees Transfer for Advising, and Residence Hall Debt Transfer

EXPENSES:

Instruction

General, Vocational and Adult Instruction

Other Expenditures

Parking and Agency Funds (not applicable to Operating Funds)

Academic Support

Library, Academic Administration, Curriculum Development

Student Services

Counseling, Financial Aid, Student Records, Admissions, Health Services, Student Activities, and Student Services

Institutional Support

Executive Management, Fiscal Operations, Community/Public Relations, Information Services, and Administrative Services

Physical Plant Operations

Maintenance of Buildings, Equipment, Grounds, Debt Service

Student Financial

Scholarships and Grants

Auxiliary Enterprise

Operating Support of EduCare Center

Transfers

Debt Service Payments, Operating Support to ABE, BETA, and Grizzly Adventures, Annual Transfers to Development, Facilities, and Technology Funds

THANK YOU NOTES

Dear Dr. Krull,

Thank you for the warm welcome and hospitality for our day on Butler's campus. The venue was perfect for our first face-to-face meeting. You know I love the Nebraska chocolate and I am glad the group was able to enjoy it too.

Thanks again,
Shannon Covert & KCCLI Class VII

Dr. Krull,

Thank you so much for hosting our KCCLI session on Monday, October 4th. We greatly appreciate your hospitality and kindness!

Signed,
Mallory Mitchell, Johnson County Community College
KCCLI Cohort VII

Dr. Krull,

Thank you for hosting Class VII KCCLI at your Andover Campus. I am very grateful our class has the opportunity to travel this year. Your Andover Campus is beautiful and all the employees were so friendly. Additionally, thank you so much for the gift bag. The goodies inside were much needed after a great full day of learning. The mini plaque was a special surprise addition to the bag. I have it proudly displayed on my desk. 😊

Thank you!
Alexis Saenz, Garden City Community College

Butler Family,

We would like to express our gratitude for honoring our mom and mother-in-law with the book dedication to the Butler library and for so many beautiful flowers, plants, cards, messages, and meals that were provided. Your kindness and support was needed and welcome during this very difficult time.

Thank you for your thoughtfulness,
The Baker, (Jonathan) Craig and (Sariah) Wilson Families

Dr. Krull,

Thank you so much for the gorgeous clock. I absolutely love it; I'm a bit of a clock nut. 😊 I also hope to use the activity pass to see some of the great fine arts performances.

Thanks!
Kim Karr

Dear Dr. Krull, Tom and Foundation Board Members,

What a surprise to be selected for the Butler Foundation Service Award, as there are many deserving of this honor. Butler has been Jim and my "College of Choice" since moving to El Dorado in late 1961. We continue to be impressed and proud of the incredible job that the administration and staff do to give students an excellent education preparing them for the future to achieve their goals. It's especially pleasing to see the growth of the Foundation from a two-person (during my board terms) to what it is today. The quality and dedication of directors and board members keeps raising the bar to bring funds to assist the students. Congratulations for these achievements. Again, thank you for the beautiful plate which I'll cherish in recognition of this honor.

Best regards and "Go Grizzlies",
Lou Clennan

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
NOVEMBER – DECEMBER**

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 Trustee Board Room	ALL TRUSTEES
November Work Session	Monday, November 22, 4:30 p.m. Dankert Trustee Board Room	ALL TRUSTEES
December Board Finance Committee	Tuesday, December 14, 4:30 p.m. President's Conference Room	Doug Law Shelby Smith
December Board Meeting	Tuesday, December 14, 4:30 p.m. Dankert Trustee Board Room	ALL TRUSTEES
December Work Session	Not currently scheduled.	ALL TRUSTEES

2020-2021 Board Meeting Dates

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

<u>LOOKING AHEAD</u>		
January Board Finance Committee	Tuesday, January 11, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
January Board Meeting	Tuesday, January 11, 4:30 p.m. Dankert Trustee Board Room	ALL TRUSTEES
January Work Session	Monday, January 24, 4:30 p.m. Dankert Trustee Board Room	ALL TRUSTEES
February Board Finance Committee	Tuesday, February 8, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
February Board Meeting	Tuesday, February 8, 4:30 p.m. Dankert Trustee Board Room	ALL TRUSTEES
February Work Session	Monday, February 28, 4:30 p.m. Dankert Trustee Board Room	ALL TRUSTEES

FALL 2021 ACTIVITY CALENDAR

Volleyball Region VI Tournament	November 3 - TBD November 6 - TBD
Men's Basketball vs. Indian Hills (away)	Sat., November 6 @ 7:00 p.m.
Football KJCCC Playoffs BG Products Veterans Complex (Nov. 7 & 14) Riverfront Stadium (Nov. 21)	Sun., November 7 @ 1:00 p.m. Sun., November 14 @ 1:00 p.m. Sun., November 21 @ 1:00 p.m.
Instrumental Music Celebration of Freedom Concert (Welcome Center)	Sun., November 7 @ 7:00 p.m.
Summer 2022 Enrollment Begins	Mon., November 8
Art Exhibit "Art by Erika Navarrete" (E.B. White Art Gallery) Artist Reception	November 8-December 3 November 8 @ 6:00-8:00p
Men's Basketball vs. Kansas City, KS (home)	Wed., November 10 @ 7:30 p.m.
Women's Basketball vs. Northern Oklahoma College-Enid	Fri., November 12 @ 7:30 p.m.
Men's Basketball vs. McPherson (home)	Sat., November 13 @ 2:00 p.m.
Cross Country NJCAA National Championship	November 13
Basketball vs. Colby (away)	Wed., November 17 Women @ 5:30 p.m. Men @ 7:30 p.m.
Theatre Production #2 (College Theatre-700 Bldg.) <i>The Pajama Game</i>	November 18 & 19 @ 7:30 p.m. November 20 @ 2:00 p.m. & 7:30 p.m.
Basketball vs. Seward (home)	Sat., November 20 Women @ 2:00 p.m. Men @ 4:00 p.m.
Show Choir Festival Concert (College Theatre-700 Bldg.)	Mon., November 22 @ 7:00 p.m.
Basketball vs. Northwest Kansas Technical College (home)	Wed., November 24 Women @ 6:30 p.m. Men @ 8:30 p.m.
Thanksgiving Break – COLLEGE CLOSED	November 24-26
Basketball vs. Pratt (home)	Sat., November 27 Women @ 2:00 p.m. Men @ 4:00 p.m.
Dance Showcase (College Theatre-700 Bldg.)	November 29 @ 7:00 p.m.
Chamber Concert-Brass (Welcome Center)	November 29 @ 7:30 p.m.
Chamber Concert-Woodwind (Welcome Center)	November 30 @ 7:30 p.m.
Basketball vs. Coffeyville (home)	Wed., December 1 Women @ 5:30 p.m. Men @ 7:30 p.m.
Vocal Music Concert	Sat., December 4 - TBD
Basketball vs. Hutchinson (away)	Sat., December 4 Women @ 5:30 p.m. Men @ 7:30 p.m.
Dr. Krull Holiday Reception	Mon. December 6 @ 6:00 p.m.

Basketball vs. Dodge City (away)	Wed., December 8 Women @ 5:30 p.m. Men @ 7:30 p.m.
Employee Holiday Luncheon	Thurs., December 9
Nurses Pinning	Thurs., December 9 @ 7:00p
Basketball vs. Cloud County (home)	Wed., December 11 Women @ 2:00 p.m. Men @ 4:00 p.m.
Fall Semester Ends	Fri., December 10
Basketball vs. Barton County (away)	Mon., December 13 Women @ 5:30 p.m. Men @ 7:30 p.m.
Winter Break – COLLEGE CLOSED	December 22-December 31

ADJOURNMENT

MOTION: Trustee _____
Mr. Chair, I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

MEETING ADJOURNED @ _____ PM