

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING**
4:30 p.m., Tuesday, September 13, 2022 – Dankert Trustee Board Room
Watch Live via <http://www.butlercc.edu/bctv>

2:45p.m.	Tour of Public Safety Facility for Trustees – Meet at Public Safety facilities.
3:30 p.m.	Board Finance Committee Meeting – President’s Conference Room.
4:30 p.m.	Combined Revenue Neutral Rate Hearing (KSA 79-2988) and Public Budget Hearing (KSA 79-2929) Regular Board Meeting – Dankert Trustee Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas. Executive Session – For consultation with legal counsel pursuant to the open meeting exceptions for said matters and discussion of non-elected personnel pursuant to open meeting exceptions for said matters.

REGULAR MEETING OF THE BOARD OF TRUSTEES COMBINED REVENUE NEUTRAL RATE HEARING and PUBLIC BUDGET HEARING

- I. **CALL TO ORDER (4:30pm)**
- II. **PLEDGE OF ALLEGIANCE (4:30pm)**
- III. **APPROVAL OF AGENDA (4:35pm)**
- IV. **COMBINED REVENUE NEUTRAL RATE HEARING (KSA 79-2988) and PUBLIC BUDGET HEARING (KSA 79-2929) (4:40pm) -----4**
 - a. Declaration to open the Public Hearing and comments from the Chair of the Board
 - b. Public Comment Period
 - c. Board Closing Statements
 - d. Approval of Resolution 22-08: A Resolution of the Board of Trustees of Butler Community College, Butler County, Kansas to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate.
 - e. Adjourn the Public Hearing
- V. **APPROVAL OF THE FY2023 LEGAL AND OPERATING BUDGETS (5:00pm) ---7**
- VI. **RECOGNITIONS (5:05pm)----- 9**

VII.	PUBLIC COMMENT (5:10pm)	
	If you wish to address the Board during Public Comment, please complete this form: https://bit.ly/3ioB30n	
VIII.	STANDING REPORTS (5:15pm)	
	a. Student Government Association Report – Lillian Rippe, SGA President	
	b. Operational Staff Report – Lisa Bolin	
	c. Professional Employees Report – Terry Sader	
	d. Board Finance Committee Report – Mary Martha Good, Linda Jolly	
	e. KACCT Quarterly Meeting Report – Linda Jolly, Kim Krull	
	f. Foundation Board Report – Forrest Rhodes, Kim Krull	
	g. President’s Report – Kim Krull	
	h. Education Facilities Authority Report – Mary Martha Good, Dave Sherrer	
IX.	MONITORING REPORT – Athletics (Carter) (5:45pm)	10
X.	BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES	
	a. Board Self Evaluation (Rhodes) (5:55pm)	14
	b. Sound & Lighting Upgrades-Fine & Performing Arts Theatre (Nevill) (6:05 pm)	15
	c. Capital Plan for Ball Fields (Krull) (6:15pm)	17
	d. Policy Review Procedure (Krull) (6:25pm)	18
	e. Strategic Plan Update (Krull) (6:35pm)	19
XI.	BOARD ACTION ITEMS	
	a. Family Medical Leave Act & Service Member Family Leave Policy (Stultz) (6:45pm)	21
	b. Personnel (6:55pm)	
	i. Retirement of Michael Jesseph	27
	ii. Retirement of Debra Williams	28
XII.	CONSENT AGENDA (7:05pm)	
	a. Approval of Minutes	
	i. Regular Board Meeting of August 9, 2022 (Hartman)	29
	b. Approval of Bills and Warrants for August 2022 (Hackler)	34
	c. Bids and Purchases	
	i. Purchase of Replacement Vehicle (Turner)	35
	d. Ratification of Agreements and Contracts	
	i. Memo of Understanding – Project SEARCH (Stultz)	37
	ii. Internet Circuits – Cox Point-to-Point (Young)	40
	iii. Renewal of Automic from BroadComm (Young)	45
	iv. MOU Between Butler and Trajectory RCS (Chaney-Profit)	51
	v. Butler CC & Arizona State University Universal Articulation Agreement (Nevill)	57
	e. Personnel	
	i. Approval of Amanda Pfenninger as FT Music Instructor	63
	ii. Approval of Scott Peggie as FT Culinary Arts Instructor	64
	iii. Approval of Selena Walker as FT Nursing Instructor	65
	iv. Approval of Joshua Hardy as FT Nursing Instructor	66
	v. Approval of Leslie Coates as Temp FT Theatre Instructor	67
	vi. Approval of Charles Davis as Temp FT Instrumental Instructor	68

	vii. Approval of Jeremy Brewer as Temp FT Construction Instructor -----	69
XIII.	SUPPLEMENTAL INFORMATION (7:10pm)	
	a. Key Performance Indicators Update (Mohammad) -----	70
	b. Monthly Statement of Revenue & Expenditures (Potter) -----	71
	c. Thank You Notes -----	73
	d. Board Calendar -----	75
XIV.	EXECUTIVE SESSION (7:15pm) -----	78
XV.	ADJOURNMENT (8:15pm) -----	79

TOPIC for ACTION
Resolution to Exceed the Revenue Neutral Rate

REPORT:

At the August 9 board meeting the trustees approved the NOTICE OF HEARING TO EXCEED THE REVENUE NEUTRAL RATE AND BUDGET HEARING, a copy of which is reproduced on page 5.

The proposed resolution to exceed the revenue neutral rate is shown below.

Note: There must be a roll-call vote on this item.

RECOMMENDED ACTION:

The administration recommends approval of Resolution 22-08: A RESOLUTION OF THE BOARD OF TRUSTEES OF BUTLER COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Kent Williams, Vice President of Finance

Supervisor: Dr. Kim Krull, President

Date Submitted: September 13, 2022

NOTICE OF HEARING TO EXCEED THE REVENUE NEUTRAL RATE AND BUDGET HEARING
2022-2023 BUDGET

The governing body of Butler Community College in Butler County will meet on September 13, 2022 at 4:30 pm, at the BCC Welcome Center, 901 S. Haverhill, El Dorado, KS for the purpose of answering objections of taxpayers relating to the proposed use of all funds, and the amount of **tax to be levied, the revenue neutral rate**, and to consider amendments. Detailed budget information is available at Office of the Vice President Finance and will be available at this hearing.

BUDGET SUMMARY

The Expenditures and the Amount of 2022 Tax to be Levied (as shown below) establish the maximum limits of the 2022-2023 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to change depending on final assessed valuation.

	2020-2021		2021-2022		Proposed Budget 2022-2023		
	Actual Expend. & Transfers	Actual Tax Rate*	Actual Expend. & Transfers	Actual Tax Rate*	Budgeted Expend. & Transfers	Amount of 2022 Tax to be Levied	Est. Tax Rate*
Current Funds Unrestricted							
General Fund	40,115,121	16.144	48,591,200	15.262	58,680,538	12,928,138	13.815
Postsecondary Tech Ed	12,817,588		14,187,190		18,308,353	XXXXXXXXXX	XXX
Adult Education	417,031		411,269		531,882	0	0.000
Adult Supp Education	186,893	xxx	215,107	xxx	500,000	XXXXXXXXXX	xxx
Motorcycle Driver	1,950	xxx	3,840	xxx	10,000	XXXXXXXXXX	xxx
Truck Driver Training	0	xxx	0	xxx	0	XXXXXXXXXX	xxx
Auxiliary Enterprise	4,263,071	xxx	4,669,407	xxx	6,500,000	XXXXXXXXXX	xxx
Plant Funds		xxx		xxx		XXXXXXXXXX	xxx
Capital Outlay	790,635	1.863	656,036		1,331,035	0	0.000
Bond and Interest	0		0		0	0	0.000
Special Assessment	0		0		0	0	0.000
No Fund Warrants	0		0		0	0	0.000
Revenue Bonds	0	xxx	0	xxx	0	XXXXXXXXXX	xxx
Total All Funds	58,592,288	18.007	68,734,049	15.262	85,861,808	XXXXXXXXXX	13.815
Revenue Neutral Rate**							13.795
Total Tax Levied	14,420,075		12,928,138		XXXXXXXXXX	12,928,138	
Assessed Valuation	800,817,691		847,096,495		935,814,930		

Outstanding Indebtedness, July 1

	2020	2021	2022
G.O. Bonds			
Capital Outlay Bonds	1,285,000	645,000	0
Revenue Bonds			
No-Fund Warrants			
Temporary Notes			
Lease Purchase Principal	14,719,734	13,668,869	12,750,537
Total	16,004,734	14,313,869	12,750,537

* Tax Rates are expressed in mills.
 ** Revenue Neutral Rate as defined by KSA 79-2988

Butler Community College, Board Chair

Butler Community College Resolution 22-08

A RESOLUTION OF THE BOARD OF TRUSTEES OF BUTLER COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, The Revenue Neutral Rate for Butler Community College for the 2022-2023 budget was calculated as 13.795 mills by the Butler County Clerk; and

WHEREAS, the 2022-2023 budget proposed by the Board of Trustees of Butler Community College will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Board of Trustees of Butler Community College held a hearing on September 13, 2022 allowing all interested taxpayers an opportunity to give oral testimony; and

WHEREAS, the Board of Trustees of Butler Community College, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

Butler Community College shall levy a property tax rate exceeding the Revenue Neutral Rate of 13.795 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Board of Trustees.

ADOPTED by the Board of Trustees Butler Community College, Butler County, Kansas this 13th day of September 2022.

Chair of the Board of Trustees

Secretary/Treasurer of the Board of Trustees

TOPIC for ACTION
Approval of FY2023 Legal and Operating Budgets

REPORT:

At the July 25th board work session the preliminary FY2023 administrative budget recommendation was presented to the Board of Trustees. The final administrative recommendation booklet was presented at the August 9 board meeting. At that time the board approved the NOTICE OF HEARING TO EXCEED THE REVENUE NEUTRAL RATE AND BUDGET HEARING, a copy of which is reproduced on page 5.

Also reproduced below is a summary of the FY2023 Operating Budget recommendation from the August 9, 2022 budget booklet.

RECOMMENDED ACTION:

Motion # 1:

Approve the legal budget for 2022-2023 as published with the amount of taxes to be levied for the General Fund of \$12,928,138 and the total expenditure budget for all funds of \$85,861,808.

Motion # 2:

Approve the Operating Budget expenditures for 2022-2023 as presented to the board of trustees in the 2022/2023 Administrative Budget Recommendation presented on August 9, 2022 with the amount of budgeted Operating Fund expenditures of \$56,277,148.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Kent Williams, Vice President of Finance
Supervisor: Dr. Kim Krull, President
Date Submitted : September 13, 2022

Butler Community College
 Operating Budget Summaries - FY2022 and FY2023
 Presented August 9, 2022

This summary compares the actual (unaudited) year-end budget summary for FY2022 with the FY2023 recommended operating budget.

	FY2022 <u>Actual</u>	Increase <u>(Decrease)</u>	FY2023 <u>Budget</u>
1 Operating Revenues	<u>\$49,788,448</u>	<u>\$3,065,710</u>	<u>\$52,854,158</u>
2			
3 Expenditure Budget	56,295,281	(18,133)	56,277,148
4 Unspent Budget	<u>4,078,910</u>	<u>(1,827,824)</u>	<u>2,251,086</u>
5 Net Expenditures	<u>52,216,371</u>	<u>1,809,691</u>	<u>54,026,062</u>
6			
7 Revenues Over (Under) Expenditures	(2,427,923)	1,256,018	(1,171,905)
8			
9 Beginning Unencumbered Cash	<u>12,547,280</u>	(2,427,923)	<u>10,119,357</u>
10 Ending Unencumbered Cash	<u>\$10,119,357</u>	<u>(\$1,171,905)</u>	<u>\$8,947,452</u>
11			
12 10.5% of Expenditures	<u>\$5,911,005</u>	<u>(\$1,904)</u>	<u>\$5,909,101</u>
13 Unencumbered cash over (under) target	<u>\$4,208,352</u>	<u>(\$1,170,001)</u>	<u>\$3,038,352</u>

SEPTEMBER BOARD RECOGNITIONS

- **Butler Volleyball team 2022 USMC/AVCA Team Academic Award Recipient**
The Butler Community College Women's Volleyball team, led by Coach Lisa Lechtenberg, is a recipient of the 2022 USMC/AVCA Team Academic Award. 2022 marks the 30th anniversary of the award, and honors teams who match their dedication to volleyball with excellence in the classroom. The benchmark average is an average 3.3 GPA for the year.
- **Tyler Nordman, Associate Athletic Director** received national recognition from the Two-Year Sports Information Directors of America (2YSIDA) for his social media graphics and Game Notes publications. There were 294 entries in the contest and nearly 50 different institutions in this publications contest.

MONITORING REPORTS – ATHLETICS

Butler Athletics

The Athletics Department, an integral part of the educational mission of Butler Community College, strives for excellence in five key areas: Academics, Integrity, Service to the Community, Excellence in Competition and Vision for the Future.

Key unit processes:

- Academics
 - Each student-athlete to reach their educational goals
 - Ensure smooth transfer to other institutions to further their education
 - Provide staff and facilities to assist in reaching academic goals
- Integrity
 - Adhere with NJCAA, Jayhawk Conference, federal, state and institutional rules and regulations
 - Provide equitable opportunities for women and minorities
 - Maintain fiscal responsibility
 - Develop student-athletes who are positive role models and productive members of society, displaying good citizenship, character and personal growth
- Service to the Community and College
 - Enhance quality of life on campus
 - Provide quality of life options to communities we serve
 - Serve as positive public relations vehicle for entire college
 - Create sense of pride and loyalty among students, alumni and friends
- Success on the Playing Surface
 - Strive to achieve athletic success on the highest levels of intercollegiate competition
- Vision for the Future
 - Increase private support to both the college as a whole and the department

The Butler Athletics program currently sponsors the following NJCAA Division 1 sports:

Men: football, basketball, baseball, cross country, and indoor and outdoor track and field

Women: basketball, volleyball, softball, soccer, cross country, and indoor and outdoor track and field.

Todd Carter begins his 36th year in the athletic department at Butler Community College, 19th as the Athletic Director. As athletic director, Carter provides leadership and support for the Grizzlies 13 varsity sports as well as the department's 40 full-time and part-time administrative and coaching staff members.

Tyler Nordman begins his 4th year as the Associate Athletic Director. Nordman came from Highland Community College where he served as the Athletic Director the previous three years. Nordman oversees all media relations duties for all sports while also assisting the department with compliance, marketing, game management and fundraising.

Michaela Serrioz is in her 2nd year as the Athletic Secretary. She is in charge of day to day operations in the athletic office, Grizzlybacker memberships, billings, insurance, letter of intents and eligibility for all sports. Michaela also assists with gameday operation and gameday experience for fans.

Amanda Maiden and Jared Brown are the two certified athletic trainers that handle all prevention and care of the over 300 grizzly student-athletes. They also handle all the relationships with the dozen Grizzly team doctors and supervise a staff of 15 student athletic trainers.

Matt Trosper begins his 3rd year with the Grizzlies as the Athletic Academic Coordinator. Matt is in charge of enrollment, advising, tutoring and academic support for the Grizzly athletic programs.

FOOTBALL:

- Head Coach/Defensive Coordinator-Brice Vignery, 1st as head coach, 12th overall
- Offensive Coordinator/Quarterbacks- Nate Haremza, 5th year
- Defensive Coordinator- Kyle Woodall, 7th year
- Wide Receivers/Pass Game Coordinator- Gregg Hollins, 1st
- Defensive Backs- Maurice Gray, 1st year
- Defensive Line- Jake Landoll, 1st year
- Assistant Defensive Backs – Isaiah Gray, 1st year
- Tight Ends– Kenyana Heard, 1st year
- Director of Football Operations- Dallas Thompson– 3rd year
- Quarterbacks- Justin Stolberg, 1st year
- Player Personnel- Zach Lindsey, 1st year

The team won their opening game of the season with a 35-28 victory over No. 7 Garden City and the first win in the Brice Vignery era. Butler is ranked No. 10 in the most recent poll. Last season, the football team had 11 players earn NJCAA All-Academic status. 20 players were named to the KJCCC All-Conference list and Darius Lassiter was voted as an All-American. Currently, Butler has 16 former players on NFL rosters. 14 players and two coaches.

MEN'S BASKETBALL:

- Head Coach- Kyle Fisher 4th yr.
- Asst. Coach- Marques Townsend, 2nd yr.
- Asst. Coach- Cody Baker, 1st yr.

Butler fell in the Region VI semifinals last season finishing with a 23-9 overall record. Four players were named to the All-KJCCC team. They won a national championship in 1953.

BASEBALL:

- Head Coach -BJ McVay 13th yr. (19th overall)
- Asst. Coach- Ty Reese 15th yr.
- Asst. Coach – Taylor Sanagorski 3rd yr.

The Butler baseball team is coming off another strong season on the field posting another 30+ win season. Seven players earned All-KJCCC honors while five made the NJCAA All-Academic team. The team finished with a 3.36 team GPA. Also, this summer, Braxton Hyde was drafted to the Colorado Rockies as the 416th pick. This is the second Grizzly since 2019 to get drafted to the MLB straight from Butler.

CROSS COUNTRY & TRACK:

- Head Coach- Greg Franklin 8th yr.
- Asst. Coach- Mark Emerson 2nd yr.
- Volunteer Asst. Coach – Manuel Gonzalez 3rd yr.

This sport includes both men's and women's cross country and men's and women's indoor and outdoor track and field. The year's highlight featured a handful of individual National championships on the track and field side. The Butler men finished 5th as a team at the Outdoor NJCAA Championships.

WOMEN'S BASKETBALL:

- Head Coach- Mike Helmer 15th yr.
- Asst. Coach- Abby Fawcett 11th yr.
- Volunteer Coach- Ericka Mattingly 2nd yr.

The Grizzlies finished the year 18-13 and were eliminated from their third straight NJCAA National Tournament appearance in the semifinals of the Region VI tournament last season. Butler returns All-KJCCC player Jaila Harding and will look to get back to the national tournament. They won the conference three straight years from 2018-21 and look to get back on top this year.

VOLLEYBALL:

- Head Coach- Lisa Lechtenberg 4th yr.
- Asst. Coach- Tessa Arasmith-Cosby 4th yr.

The Butler volleyball team completed the best season in program history last year with a KJCCC title, Region VI title, Plains District title and a 4th place finish at the National Tournament. Butler had two All-Americans and six All-KJCCC players. The team also finished with an overall GPA of 3.42 on the season. Butler is 2-4 this season and receiving votes in the National Poll.

SOFTBALL:

- Head Coach- Morgan Bohanan 2nd yr.
- Asst. Coach- Megan Johnson 1st yr.

Butler claimed their 12th straight KJCCC championship last season and made another trip to the NJCAA National Tournament. 11 players made the All-Conference team and two were named All-Americans. They finished with a 3.2 team GPA and had nine players make the NJCAA All-Academic team.

SOCCER:

- Head Coach- Adam Hunter 16th yr.
- Asst. Coach-Junior Galvan 2nd yr.

Since the program's inception in 2002 the women's soccer team has won 13 conference championships, ten Region VI titles, and has advanced to the national tournament nine times in the past eleven years. Last year's team went 17-5-2 overall. They had a team GPA of 3.48, the highest of all Butler teams and 13 NJCAA All-Academic team members in the classroom.

SERVICE TO THE COMMUNITY:

The athletic department also has participated in the Grizzly give back day since its inception, volunteers in the USD 490 elementary school mentoring program, participated in the Wichita Eagle give back to the community basketball camp day, and have donated season tickets to many charities throughout Butler County.

Community Service/Outreach:

Men's Basketball:

- Volunteered at Grandview Elementary

Women's Basketball:

- Mentoring at Skelly Elementary

Volleyball:

- Foundation Auction
- Rec Center VB Clinic
- Help with EHS VB Tournament
- Read Across America Dr. Suess
- Donated VB Baskets

Softball:

- Mentored at Skelly Elementary

Baseball:

- Helped stuff Thanksgiving Baskets

Football:

- White Eagle Credit Union- commercials
- Andover Tornado Cleanup

Track/XC:

- Adopt-A-Class (Skelly Elementary)
- Skelly Play Day
- Grandview

Soccer:

- Mentoring Program at Elementary school
- YMCA Youth Soccer Clinic

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

TOPIC for DISCUSSION
Board Self-Evaluation

REPORT:

As discussed at the regular July Board meeting, the Trustees complete an annual evaluation that includes a section for evaluation of the Board as a “whole” and a section for individual Trustees’ “personal self-evaluation” as a Board member. The Board recently completed the annual board evaluation and copies of the compiled evaluation have been distributed to each Trustee. A general overview will be briefly discussed as needed.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull

Supervisor: Forrest Rhodes

Date: September 13, 2022

TOPIC for DISCUSSION
Lighting and Sound Upgrades
Fine and Performing Arts Theatre

REPORT:

Fine and Performing Arts at Butler's El Dorado campus provides a variety of student, faculty, staff, and community engagement. Each year Butler productions are performed for well over 3,000 patrons of the arts in the college theatre. This does not include the additional 1200+ elementary schoolers who attend the Children's Theatre production week or the 600+ High School students who attend the vocal music workshops. Beyond the community outreach, around 300 students use and perform in Butler's theatre each semester and the positivity of their experience is directly related to the quality and reliability of theatre equipment. The work done in the theatre prepares Butler students for "recruitment" performances in the community and high schools; without a working theatre, Butler students and programs will not be able to recruit for Butler.

Butler's Theatre, Vocal Music, Instrumental Music, and Dance productions are reliant upon the sound system as are the Technical Theatre degree-seeking students. Butler's theatre sound system has components that are over 30 years old. When new microphones were purchased through a foundation grant, speakers, amplifiers, or cabling were not updated and time has taken its toll on this equipment. For the past 15 years, an aged analog system has been patched together with digital replacement components as the technology in sound production has evolved. An updated system is necessary because:

- Amplifiers are no longer working on certain frequencies
- Amplifiers did not include in-line limiters which damaged speakers
- Some speakers are damaged beyond repair
- Cables running to the subwoofer and speakers are the wrong gauge
- Many components are no longer serviceable

Butler's theatre is in need of a working sound system for the upcoming fall production season. The proposed sound system includes the following important upgrades:

- Working sounds system (including all new cables, connection boxes, speakers, amplifiers, and a digital soundboard)
- Improved assisted hearing devices to address accessibility requirements for theatres
- Lobby sound and intercom system to broadcast productions to the lobby
- Broadcast capabilities for the theatre that would enable Butler Mass Communications and Radio/TV/Film students and faculty to record, broadcast, and edit productions with their upgraded equipment.

Theatre and Vocal Music students are trained to use the equipment which is a key to their education. Many go on to technical theatre positions or work/volunteer for community theatres and churches in areas as sound technicians. Butler students manage the sound and lighting for all the productions in the theatre.

The theatre lighting system is also being assessed. While some lighting units are in good shape, many need to be repaired or have elements replaced. The plan to modernize the theatre lighting includes the ability to retrofit current lighting units with an LED upgrade which would reduce energy consumption and provide additional options for lighting and staging in Butler theatre and music productions.

Bids are being sought for both audio equipment and lighting and video equipment. All equipment considered for purchase will be industry standard allowing not only the best learning experience for students but also to create a better performance experience for students, potential students, guest performers, faculty, staff, and patrons.

It is anticipated Audio Equipment would not exceed \$60,000 and Lighting and Video Equipment would not exceed: \$140,000

RECOMMENDED DISCUSSION:

Recommended for board discussion this month with a Topic for Action planned for the October Board meeting

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Tom Nevill, Vice President of Academics
Supervisor: Dr. Kim Krull, President
Date: August 24, 2022

TOPIC for DISCUSSION
Capital Plan for Ball Fields

REPORT:

At the March 8, 2022 Regular Board meeting, initial discussion was held on proposed upgrades to East Park. Information was presented on the City's proposal for the construction of a new concession/restroom building with an opportunity for Butler to add a softball locker room. For a number of years, Butler's softball team has practiced and played their home games on the north field in East Park. The past couple of years, Butler and the City have signed an annual lease for the use of the field but recently the City has proposed a longer term lease that would allow the college's exclusive use and care of the field.

Since the March meeting, the City has developed a more comprehensive plan for improvements to East Park, McDonald Stadium and Central Field using a portion of the excess sales tax that is generated each year. The City anticipates an overall investment of approximately \$2.1 M with the largest portion of the costs covered by the city. The planned improvements will be implemented over approximately 2 years.

Because Butler softball and baseball teams play on the north field at East Park and at McDonald Stadium, the City is requesting funding support from the College for the improvements. The City is also requesting funding support from the school district for the improvements to the fields they use.

The City plans to have the first improvements to East Park with the concession stand and restroom building done by February 2023 for summer ball games.

It is anticipated an updated cost proposal from the City will be available for discussion at the Board meeting. A formal approval to move forward in partnership with the City will be needed in October.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull

Supervisor: Forrest Rhodes

Date: September 13, 2022

TOPIC for DISCUSSION
Policy Review Process

REPORT:

As discussed and agreed upon at the Board retreat in August, a review of the Board policies will be initiated. In order to allow time for review, discussion and approval of any updates, it is suggested the Board use time in the upcoming September work session for the first policy discussions with proposed revisions being placed on the regular October Board meeting agenda for action. The October work session and regular November Board meeting agenda can be utilized in the same way.

Currently approved Board policies will be briefly discussed with the Board identifying four for review and discussion at the September work session.

RECOMMENDED ACTION:

This is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull

Supervisor: Forrest Rhodes

Date: September 13, 2022

TOPIC for DISCUSSION
Strategic Plan Update

REPORT:

The August Board meeting included the annual report of the 2021-2023 Strategic Plan. As part of the strategic planning and budgeting processes, the 2022-2024 Strategic Plan Update will be presented for discussion. As was indicated in past conversations, the overarching goals remain the same and include Support Students and Their Success, Advance Communities and Partnerships, Enhance Employee Success and Excellence, Drive Institutional Sustainability and Growth, Champion Excellence in Innovation and Inspire Values of Equity and Access. The Board will note updates to priorities associated with the overarching goals.

The Strategic Goals and Priorities are included below.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull

Supervisor: Forrest Rhodes

Date: September 13, 2022

STRATEGIC GOALS and PRIORITIES

Support Students and their Success

- Maximize equitable access for students
- Improve student outcomes including retention, persistence and completion of student goals
- Address strategic enrollment

Advance Communities and Partnerships

- Strengthen partnerships with business and industry, advisory committees, and stakeholders

Enhance Employee Success and Excellence

- Attract, retain, and develop the best employees
- Promote internal and external opportunities for professional development and educational advancement
- Enhance staffing and capacity levels

Drive Institutional Sustainability and Growth

- Strengthen internal and external partnerships to develop new funding sources
- Ensure institutional accountability and compliance

Champion Excellence in Innovation

- Enhance digital literacy and fluency for students and staff
- Strengthen competency based education (CPL, Military credit, apprenticeships, etc)

Inspire Values of Equity and Access

- Maximize a diverse, equitable, and inclusive organizational environment by encouraging engagement, input, communication and respect toward others' ideas and experiences
- Increase access and achievement for underrepresented populations through internal and external partnerships and student support
- Enhance recruiting and hiring practices to support a diverse workforce

BOARD ACTION ITEMS

TOPIC for ACTION
Family Medical Leave Act and Service Member Family Leave

REPORT:

The college provides unpaid Family Medical Leave and Service Member Family Leave as provided in the Family Medical Leave Act. Previously, the college established leave period was defined taken during a 12-month period beginning with the start of the fiscal year. In coordinating FML and the new Parental Leave Policy it is necessary for the 12 month leave period to be the same. We are requesting the FML and Service Member Family Leave policy be changed to a 12- month rolling year period. Other changes noted in this policy are non-substantive word or sentence structure changes.

The recommended changes to the Family Medical Leave Act and Service Member Family Leave policy are listed below. Policy language to be deleted/removed is shown with a strike through. New language is shown in bold.

RECOMMENDED ACTION:

The Administration recommends the Board support the proposed changes to the Family Medical Leave and Service Member Family Leave policy.

RECOMMENDED FUNDING SOURCE:

N/A

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

Supervisor: Dr. Kim Krull, President

Date: August 23, 2022

Family Medical Leave Act Leave and Servicemember Family Leave

Eligible employees are entitled to take up to twelve (12) unpaid work weeks of Family Medical Leave Act (FMLA) Leave during any 12 month period (defined as a fiscal a rolling 12 month period year) when leave is taken for one or more of the following circumstances:

- Birth of the employee's a son or daughter of an employee and to care for a child child and to care for the newborn child within one year of birth
- Placement with the employee of a son or daughter with an employee for adoption or foster care a child for adoption or foster care and to care for the newly placed child within one year of placement
- Care for the employee's spouse, child, son, daughter, or parent of an employee, if family member who has a serious health condition
- The Employee's serious health condition that makes the employee unable to perform the essential functions of their job is unable to perform functions of job because of employee's own serious health condition

Military Family Leave Entitlements: Eligible employees with a spouse, son, daughter, child, or parent on active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: -"The FMLA definitions of "serious injury of illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

Spouses who are both employed by Butler Community College are entitled to a total of twelve (12) weeks of leave (rather than 12 each) for the birth, adoption or foster care placement of a child or for the care of a sick parent (not a parent-in-law).

Eligible employees who are granted approved leave under the Family Medical Leave Act Leave and Servicemember Family Leave Policy will retain their seniority and other employment benefits plans (provided all conditions for plan participation are met). Eligible employees retain all accrued benefits, but are not entitled to accrue additional seniority or employment benefits during unpaid leave. Eligible employees granted approved leave under this policy must arrange to pay the employee contribution for group health insurance to maintain such coverage during any period of unpaid leave. In the event that an employee fails to return to work upon completion of an approved Family Medical Leave Act and Servicemember Family Leave, the College may recover from the employee the cost of any payments made to maintain the employee coverage, unless the failure to return is due to continuation, recurrence or onset of serious health condition, or other circumstances beyond the employee's control.

Eligible employees who are granted approved leave under this policy generally will be returned either to the same job or another job equivalent in pay, benefits and other terms and conditions of employment. Certain highly compensated employees may be denied job restoration under certain conditions (as defined by FMLA policy).

After Family Medical Leave Act and Servicemember Family Leave of twelve (12) work weeks during a rolling twelve (12) month period have been exhausted, the employee may request an additional Unpaid Leave of Absence.

Definitions:

- Eligible Employee - Employee must have been employed for at least twelve (12) months in total and must have worked at least 1,250 hours during the twelve (12) month period preceding the commencement of the leave.
- Parent - Biological parent of an employee or an individual who stood in the place of a parent to an employee when the employee was a child. Per the law the definition does not include parents-in-law.
- Son or daughter Child - Any person under eighteen (18) years of age or any person eighteen (18) years of age and older and incapable of self-care because of a physical or mental disability ~~is a son or daughter~~ if the person's relationship to the employee is that of:
 1. Biological, adopted or foster child
 2. Stepchild
 3. Legal ward
 4. Child of a person standing in the place of a parent
- Spouse - A husband or wife
- Next of Kin – the nearest blood relative of that individual
- Health Care Provider - This includes licensed medical doctors and osteopaths, podiatrists, dentist, clinical psychologists, optometrists, chiropractors authorized to practice in the State, nurse practitioners and nurse mid-wives authorized under State law and Christian Science practitioners.
- Serious Health Condition - Any illness, injury, impairment, or physical or mental condition that involves either 1) inpatient care in a hospital, hospice, or residential medical care facility; or 2) continuing treatment by a health care provider. Any period of incapacity where inpatient care occurs in a hospital will be considered a serious health condition; even where the hospital stays is just one night.
- Continuing Treatment - If the period of incapacity is at least three days and either 1) at least two treatments are received from a health care provider; or 2) one treatment is received from a health care provider and there is continuing treatment under the supervision of a health care provider (e.g. medicine is prescribed by the doctor). Continuing treatment by a health care provider also occurs when there is a pregnancy or prenatal care incapacity, or if there is a chronic serious health issue (the health issue continues over an extended period of time, but may only cause sporadic periods of incapacity rather than a continuous period of incapacity, and all the while there is continuing treatment under the supervision of a health care provider).
- Needed to care for a family member encompasses - (1) physical and psychological care; and (2) when the employee is needed to fill in for another person providing care or to arrange for third party care of the family member.
- The phrase "unable to perform the functions of his/her job" - means an employee is: (1) unable to work at all; or (2) unable to perform any of the functions of his/her position. The term "functions" means "the fundamental job duties of the employment position" and does not include the marginal functions of the position.
- Covered Servicemember – 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise on the temporary disability

retired list for a serious injury or illness"; or 2) a veteran who was discharged or released under the conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

- Outpatient Status – in respect to a covered servicemember, the status of a member of the Armed Forces assigned to (a) a military medical treatment facility as an outpatient, or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients
- Serious injury or illness – in the care of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty which may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating

Family Leave or Servicemember Family Leave

Family leave may be requested for (1) birth of a son-or-daughterchild of an employee and to care for a child or (2) placement of a son-or-daughterchild with an employee for adoption or foster care. Servicemember Family Leave may be requested to care for a servicemember. To be eligible for Family Leave or Servicemember Family Leave benefits, all the following items must be met:

- Generally, the eligible employee must give at least thirty (30) days notice of intent to take leave for foreseeable events like expected birth or placement of a child. When circumstances require leave to begin in less than thirty (30) days, as with a premature birth or sudden availability of a child placement, an employee must give as much notice as is possible.
- The eligible employee must submit a ~~Family Medical Leave Act~~ Request for Leave form (available in the Human Resources Office) to his-or-hertheir supervisor. The Request shall be forwarded to the Human Resources Office.
- Paid sick, vacation and personal ~~and vacation~~ leave must first be applied to Family Leave as allowed by law. After paid ~~sick and vacation~~ leave is exhausted, unpaid Family Leave may be taken.
- Family Leave shall not be taken by an eligible employee intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) unless the eligible employee and the supervisor and/or Dean and ~~College President~~ Human Resources agree otherwise.
- Eligibility for leave for birth or placement of a son-or-daughterchild expires twelve (12) months after the birth or placement of the child with the employee.

Serious Health Condition

Leave for a serious health condition may be requested for: (1) the care for a spouse, son, daughterchild or parent of an employee, if the family member has a serious health condition or (2) an employee is unable to perform the functions of his/hertheir job because of the employee's own serious health condition. To be eligible for Serious Health Condition leave benefits, all the following items and conditions must be met:

- In any case in which the necessity for Serious Health Condition Leave is foreseeable based on planned medical treatment, the employee: (1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of

the employee or the health care provider of the ~~son, daughter~~child, spouse, or parent of the employee, as appropriate; and (2) shall provide not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take Family Medical Leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as soon as it is practicable (within 2 or 3 days after the need for leave is known).

- The eligible employee must submit a ~~Family Medical Leave Act-Request for Leave Form~~ to ~~his or her~~their supervisor. The request shall be forwarded to the Human Resources Office.
- The employee must submit, in a timely manner, a certification issued by the health care provider. The certification forms are available in the Human Resources Office. Preferably, this certification will accompany the ~~Family Medical Leave Act-Request for Leave Form~~. The College may require that the eligible employee obtain subsequent recertification on a reasonable basis (no more often than every 30 days). The College will notify the employee of the requirement for medical certification and when it is due (no later than 15 days after the request for leave). Failure to provide requested medical certification in a timely manner may result in delay of leave.
- If the College has reason to doubt the validity of the eligible employee's certification, the College may require, at the expense of the College, the opinion of a second health care provider designated or approved by the College. If first and second opinions conflict, the College may obtain a third opinion from a provider jointly approved by the employer and employee. A third opinion is final and binding. The College may require subsequent medical recertification on a reasonable basis.
- The College shall require a ~~R~~return to ~~W~~work ~~M~~medical ~~C~~certification ~~F~~Form for such reasons as
 - a. Ability to resume work
 - b. Claimed inability to return to work after the expiration of leave due to a serious health condition.The employee shall provide, in a timely manner, a copy of such certification to the College. ~~The Return to Work Medical Certification Form is available in Human Resources.~~ If the employee fails to provide ~~the a R~~return to ~~W~~work ~~M~~medical ~~C~~certification ~~F~~From, ~~he/she will~~they may not be permitted to resume work until it is provided.
- Accrued sick, ~~vacation and personal leave and vacation~~ leave must first be applied to the Family Medical Leave ~~when the leave is for the employee~~. After paid ~~sick leave and vacation~~ leave ~~are~~ time is exhausted, unpaid Family Medical Leave may be taken, not to exceed a combined total of 12 work weeks. Accrued sick leave may be used in accordance with the sick leave policies.

Family Medical Leave may be taken on an intermittent or reduced leave schedule if approved by the supervisor and/or Dean and ~~College President~~ Human Resources. If leave is requested on this basis, however, the College may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided the position has equivalent pay and benefits.

Reporting While on Leave

If an employee takes leave because of ~~his/her~~their own serious health condition or care for a covered family member, the employee must contact the ~~Director of~~Associate Vice President of Human Resources ~~the first and third Tuesday of each month~~ regarding the status of the condition and ~~his/her~~their intention to return to work. ~~(Rev. 7/08)~~

Medical Leave (Including Maternity)

A medical leave of absence ~~shall~~may be granted:

- Upon written request for a reasonable period of time
- For illness, accident, childbearing, or other medical reasons which physically limit normal working assignments
- With the provision that the employee intends to return to work at the end of the leave

If medical leave of absence is granted, the employee ~~will be required to call into Human Resources every two (2) weeks and provide an update~~must contact the Associate Vice President of Human Resources regarding the status of the condition and the intention to return to work (For the purposes of such leave, "physical inability to perform the normal work assignments" shall be shown by medical certification from the employee's physician or, at the Board's opinion, from the Board physician). ~~(Rev. 7/07)~~

TOPIC for ACTION
Retirement of Michael Jesseph

REPORT:

Michael Jesseph, Grounds Technician, has submitted his notice of resignation (retirement) effective August 31, 2022. Michael has been a full-time employee of Butler Community College for 33 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Michael Jesseph.

RECOMMENDED FUNDING SOURCE:

N/A

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

Supervisor: Dr. Kim Krull, President

Date: August 23, 2022

TOPIC for ACTION
Retirement of Debra Williams

REPORT:

Debra Williams, Bookstore Assistant, has submitted her notice of resignation (retirement) effective October 3, 2022. Debra has been an employee of Butler Community College for 14 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Debra Williams.

RECOMMENDED FUNDING SOURCE:

N/A

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

Supervisor: Dr. Kim Krull, President

Date: August 23, 2022

CONSENT AGENDA – APPROVAL OF MINUTES



- Ready for Life -

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., August 9, 2022 – Dankert Board Room**

STAFF ATTENDANCE

Lisa Bolin *(z)	Dr. Tom Nevill
Tom Borrego	Dr. Jessica Ohman
Christina Byram	Michelle Ponce
Megan Chambers	Bill Rinkenbaugh
Teresa Eastman	Heather Rinkenbaugh
Chrissy Gifford	Janet Schueller
Dr. Julio Guerrero	Shelley Stultz
Jennifer Hartman	Ireland Turner
Matt Jacobs	Kent Williams
Dr. Kim Krull	Bill Young

BOARD ATTENDANCE

Forrest Rhodes, Chair *(z)
Mary Martha Good, Vice Chair
Kim Braungardt
Linda Jolly
Dave Sherrer
Shelby Smith
Julie Winslow

GUESTS

Ray Connell

**(z) – denotes attendance via Zoom.*

CALL TO ORDER

(YouTube @ 0:11)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 0:21)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 0:43)

Trustee Rhodes asked Trustee Smith about the amendments to the agenda that he had sent prior to the meeting, Trustee Smith did not have any amendments, as the requested information, along with information for Trustee Winslow will be compiled and sent by administration this week. Dr. Krull added the overarching MOU for the Concurrent Enrollment Partnerships as item C. VIII - A. under the Consent Agenda. Trustee Smith moved to add this item to the agenda. Trustee Good seconded the motion. On roll call vote, the motion passed unanimously.

Trustee Sherrer moved to approve the agenda as amended. Trustee Good seconded the motion. On roll call vote, the motion passed unanimously.

EXECUTIVE SESSION:

(YouTube @ 2:54)

Trustee Good moved that the Board recess into Executive Session for up to 30 minutes for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship pursuant to the open meetings exception for matters protected by consultation with legal counsel and to include the Board, President Kim Krull, and Ray Connell. Trustee Sherrer seconded the motion. On roll call vote, the motion passed unanimously.

ENTER EXECUTIVE SESSION @ 4:35 PM

RETURN TO OPEN SESSION @ 5:02 PM

RECOGNITIONS

(YouTube @ 34:19)

Dr. Krull provided recognition of Megan Chambers, Monica Zavala and Michelle Ponce for their involvement in KACRAO. She thanked them for their time and effort supporting Butler on the state level.

Also recognized were Chrissy Gifford, Phi Theta Kappa Advisor, for her ten years of service to the organization. She was presented with her ten-year pin.

Teresa Eastman, Director of Disability Services & ADA Compliance officer, was recognized for her time and effort presenting and organizing a Pre-conference Institute to her colleagues at the national level about access and success within open enrollment institutions. She was commended for her work on the national level.

Members of the football team (Isaiah Bunn, Kareem Harden, Jake Humphrey, Wesley Williams, Hiram Steady, Devin Davis, Josh Seudass, Anthony Mix, Amare Sills, Jonathan Forson, and coaches Justin Stolberg and Kenyana Heard) were recognized for their volunteer efforts at the Wichita Heart Walk.

Dr. Krull also recognized Trustee Rhodes's August birthday.

PUBLIC COMMENT

(YouTube @ 42:17)

There was no public comment.

STANDING REPORTS

(Youtube @ 42:24)

Student Government Association – No report.

Operational Staff – Lisa Bolin provided an update on the Welcome Back tables that will be hosted across both campuses on the first two days of classes. The tables will be staffed by Op Staff, Administration and Faculty. This will be another place for students to ask for help. The first OpStaff meeting of the year is September 15.

Professional Employees – No report.

Board Finance Committee – Trustee Good pointed out on page 167 of the board book that there is an error that Kent Williams will ensure is corrected next month.

Foundation Board Report – Tom Borrego provided each Trustee with a book by David Grann titled *Flowers of the Killer Moon*. The book will be made into a movie directed by Martin Scorsese in the near future, and the author will be visiting Butler on September 14th as part of the Harold Smith Lecture Series.

President's Report –

Dr. Krull shared that the Trustees should have received an invitation to the Redler Institute of Culinary Arts Ribbon Cutting on August 16th at 4pm. She encouraged the Trustees to wear purple if they chose to attend. Faculty and Staff will participate in a walk through on Friday, August 12th from 1-3 pm. The college has received the certificate of occupancy and the keys, and Facilities is working through the punch list with the builders.

The Board of Trustees will participate in a training retreat this Friday and Saturday with Ken Burke and Mary Spilde from ACCT. An agenda and timing will be forthcoming.

Dr. Nevill attended the El Dorado Correctional Facilities luncheon celebrating the graduates of the Masonry Certificate Program housed at EDCF. Dr. Krull is writing a personal note to each of the graduates.

Kent Williams emailed a BKD update to the Trustees.

The Grizzly Gold Parade is August 27th in El Dorado. The parade combines what used to be the Fall Festival Parade and Grizzlyfest to celebrate the start of the semester, as well as the City of Gold Festival, which runs September 17-24. A number of Butler groups will participate and Trustees are welcome to join.

Monday, August 15th kicks off Professional Development Days. At 4pm, Dr. Krull is hosting a social for faculty in the Welcome Center foyer, and Trustees are invited to attend.

Summer Plus credit hour information from 2021 was emailed to Trustees. The information for Summer 2022 will come later in the fall semester and will be provided at that time. Dr. Ohman provided clarification for Trustee Smith's questions.

September 14th at 7pm author David Grann will be in the Clifford Stone Room for the Harold Smith Lecture Series. The event is free and open to the public with a ticket thanks to an endowed fund through the Foundation.

Dr. Krull shared that Butler was recognized as a Wichita Business Journal Diversity & Inclusion award winner for the Graduate Series of Advance Kansas offered in partnership with Spirit Aerosystems, Evergy, Meritrust, Envision and Cox Communications.

Educational Facilities Authority Report – There is a meeting August 10 at 8am. Trustee Good will attend, since Trustee Sherrer has another obligation.

MONITORING REPORTS

(YouTube @ 55:46)

There was no monitoring report this month.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

(YouTube @ 55:49)

- A. Board Evaluation: Trustee Rhodes expressed disappointment that only 4 Trustees completed the evaluation. Trustee Good asked that this topic be added to next month's agenda and that the remaining three take an opportunity to fill out the survey if it can be reopened. Dr. Krull will ask for the survey to be reopened for a one-week period.
- B. Strategic Plan Report: Dr. Krull provided a report on the progress being made toward current strategic plan goals. Trustee Winslow asked questions about metrics used to measure these goals. Dr. Krull provided information as to how the progress is measured for various goals.

BOARD ACTION ITEMS

(YouTube @ 1:19:19)

- A. Approval of Notice of Public Hearing: Trustee Good moved to approve the Notice of Hearing to exceed the revenue neutral rate and budget hearing as attached with a maximum amount of expenditures by fund totaling \$85,861,808 and a maximum amount of tax to be levied of \$12,928,138. Trustee Sherrer seconded the motion. Trustee Smith moved to amend the motion to have the maximum amount of tax levied to be \$12,500,000. Trustee Winslow seconded the motion. On roll call vote, the motion to amend failed 3-4, with Trustee Smith, Trustee Winslow and Trustee Braungardt voting in favor of the amendment. On roll call vote, the motion to approve the Notice of Public Hearing as presented passed 4-3, with Trustee Smith, Trustee Winslow and Trustee Braungardt voting nay. Kent Williams indicated that the notice will be published within 10 days prior to the public hearing, and he will verify that the hearing will be for both the Revenue Neutral Rate and Budget Hearing. The Hearings will take place on September 13th at the Regular Board Meeting.

CONSENT AGENDA

(YouTube @ 1:25:40)

Trustee Sherrer moved to approve the consent agenda as amended. Trustee Smith seconded the motion. On roll call vote, the motion passed 7-0.

SUPPLEMENTAL INFORMATION

(YouTube @ 1:26:13)

Key Performance Indicators Update – No changes this month.

Statement of Revenue & Expenditures – Will be updated in next month's board book.

Thank You Notes – There was one Thank You note in the Board Book from Financial Aid, and Trustees also had individual cards from Disability Services at their desk.

Board Calendars – Classes start August 22. New faculty will be in professional development sessions starting August 10. All faculty returns next week. Board Retreat starts Friday and will end sometime prior to 3pm on Saturday, tentatively. Dr. Krull will send more information when it becomes available.

EXECUTIVE SESSION

(YouTube @ 1:29:20)

Trustee Jolly moved that the Board recess into Executive Session for up to 60 minutes to discuss non-elected personnel, pursuant to the open meetings exceptions for matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and that members of the Board and President Kim Krull be included, joined by Shelley Stultz for the first part of the session. Trustee Sherrer seconded the motion. On roll call vote, the motion passed unanimously.

ENTER EXECUTIVE SESSION @ 6:13PM

RETURN TO OPEN SESSION @ 7:06PM

ADJOURNMENT

(YouTube @ 2:35:30)

Trustee Winslow moved to adjourn the meeting. Trustee Good seconded. Motion passes 7-0. The regular meeting of August 9, 2022 was adjourned at 7:07 p.m.

Linda Jolly, Secretary

BILLS AND WARRANTS

TOPIC for ACTION
Approval of August 2022 Bills and Warrants

REPORT

Bills and Warrants for August 2022 - \$4,634,380.91 (includes Expenditure Approval List - \$1,748,762.79 and Payroll - \$2,885,618.12).

RECOMMENDED ACTION:

Approval of August 2022 bills and warrants.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Sariah Wilson, Assistant Director – Accounts Payable
Supervisor: Yolanda Hackler, Director – Accounts Payable
Date: September 1, 2022

BIDS AND PURCHASES

TOPIC For ACTION

Purchase Replacement Vehicle

REPORT:

Facilities Management is requesting approval to purchase the following replacement vehicle from the 2023 Kansas Motor Vehicle Contract in accordance to board policy:

Vehicles are considered for replacement under the following guidelines.

1. Passenger vehicles with mileage over 135,000 miles and trucks with mileage over 150,000 or vehicles with a replacement value of 10% or less of the cost of a new vehicle. Example, if a new vehicle costs \$20,000 and a fleet vehicle is valued at \$2,000 or less, the fleet vehicle would be replaced.
2. Vehicles with repair costs of more than the vehicle's value would be replaced.

The new vehicle to be purchased:

1- 2023 Ford Transit 15- Passenger Van \$47,289.00

RECOMMENDED ACTION:

It is recommended the Board approve the purchase of one Ford Transit 15-passenger van from the 2023 State Motor Vehicle Contract at a total cost of \$47,289.00

RECOMMENDED FUNDING SOURCE:

Facilities Management Vehicle Budget

Submitted By: Ireland Turner, Director of Facilities Management
Supervisor: Kent Williams, Director of Finance
Date Submitted: August 24, 2022

CNGP530 VEHICLE ORDER CONFIRMATION 07/08/22 15:49:40
 ==> Dealer: F53010
 2023 TRANSIT NA Page: 1 of 1
 Order No: 9999 Priority: L2 Ord FIN: QD404 Order Type: 5B Price Level: 315
 Ord PEP: 301A Cust/Flt Name: BUTLER COMM PO Number:
 RETAIL DLR INV RETAIL DLR INV
 X2Y LR PASS XL RWD \$48630 \$46199.00 425 50 STATE EMISS NC NC
 148" WHEELBASE 57B MANUAL A/C NC NC
 UX INGOT SILVER 200 182.00 59A 60/40 PASS DOOR NC NC
 V VINYL 60C CRUISE CONTROL 325 296.00
 K PALAZZO GRAY 61C VHL MAINT MONTR 45 41.00
 301A PREF EQUIP PKG 86F 2 ADDL KEYS 75 69.00
 .XL TRIM 96P 15-PASS SEATS 1495 1361.00
 998 3.5L PFDI V6 98F FLEX FUEL CAPBL NC NC
 44U .10-SPEED TRANS SP FLT ACCT CR (1396.00)
 TC8 .235/65R16C BSW FUEL CHARGE 26.64
 X73 3.73 NON-LS NC NC PRICED DORA NC NC
 JOB #1 ORDER DEST AND DELIV 1795 1795.00
 FRT LICENSE BKT NC NC TOTAL BASE AND OPTIONS 52565 48573.64
 20J 9400# GVWR NC NC TOTAL 52565 48573.64
 21P 2W D/P PLZ VNYL NC NC *THIS IS NOT AN INVOICE*
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library
 S099 - PRESS F4 TO SUBMIT QC004161

V1DP0609 2,6

2023 Ford Transit T-350 Low Roof
 15 Pass XL 60/40 side door
 \$47,289 each

3.73 Limited slip Add \$296
 Heated mirrors Add \$145
 Privacy Glass Add \$455

RATIFICATION OF AGREEMENTS AND CONTRACTS

TOPIC for ACTION
Memo of Understanding – Project SEARCH

REPORT:

The College has entered into an agreement with Butler County Special Education Interlocal and the Division of Vocational Rehabilitation services to collaborate to create a High School Project SEARCH transition program for students with developmental disabilities. The attached MOU agreement outlines the roles and responsibilities for Project SEARCH for the 2022-2023 year.

RECOMMENDED ACTION:

Approve the attached MOU between Butler Community College and Project SEARCH. Butler provides classroom space (20006-20007) in the Welcome Center for Project SEARCH students, instructors and counselors. Project SEARCH internships are provided to the students on a ten (10) week cycle.

RECOMMENDED FUNDING SOURCE:

Limited outlay of expense, internet and phone service are provided at no charge in the classroom.

Submitted by: Shelley Stultz, Associate Vice President of Human Resources
Supervisor: Dr. Kim Krull, President
Date submitted: August 8, 2022

Agreement of Roles and Responsibilities
For Project SEARCH
2022-2023

The Parties to this Agreement are **Butler Community College**, Butler County Special Education Interlocal, and Division of Vocational Rehabilitation Services.

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create a High School Project SEARCH Transition program at **Butler Community College** for students with developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled "**Butler Community College – Project SEARCH**". It is modeled after Project SEARCH at the Children's Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Butler Community College will:

- Provide classroom space with white board, small tables to be used as student work areas, chairs, locked cabinet for student files, computer connections, and Instructor space with, internet, and printer access.
- Provide a business liaison that is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules.
- Develop intern work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants. Facilitate job analysis of those sites for the Project SEARCH staff.
- Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.
- Provide badges and parking access for Project SEARCH staff and interns.
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Signatures:

Dr. Kimberly S. Krull
Butler Community College

April Hilyard - Director
Butler County Special Ed Interlocal

Rebecca Soper
Project SEARCH Manager
Butler County Special Ed Interlocal

Kansas Rehabilitation Services

TOPIC for Action
Internet Circuits – Cox Point-to-Point

REPORT:

Last fall, Butler Community College Board of Trustees approved the migration from Butler's archaic on-premises Banner ERP system to Oracle Cloud hosting platform. This migration will save the college an estimated \$842,646 over the next five years. To further enhance the resilience of disaster recovery, business continuity, connectivity speed and data throughput from Butler's campuses to Oracle, Information Services is recommending COX Communication's direct connection to Oracle's data center. This connection will provide a more reliable and quicker response time, and failover from outside of Butler's current internet connection to Andover campus for business continuity. Butler's current setup has a speed cap with no failover to the Andover campus in case of an outage at our main campus.

1G Direct Connect Circuit

AireSpring	\$1749.60/36m
COX	\$1620.00/36m

RECOMMENDED ACTION:

Information Services recommends the board approves the purchase of Cox Direct Fiber Internet to Oracle for \$1620.00 a month for 36 months.

RECOMMENDED FUNDING SOURCE:

FY22 Infrastructure Services

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

Supervisor: Dr. Kim Krull, President

Date: August 29th, 2022

Oracle Project						
Delivery Type		Carrier	Term	Bandwidth	Total MRC	Install Cost
Layer2 Ethernet		Nitel	36	1G	\$ 2,599.99	\$ -
WAVE		Lumen	36	1G	\$ 3,455.34	\$ -
WAVE		Lumen	36	10G	\$ 5,742.35	\$ -
EVPL		Lumen	36	1G	\$ 2,507.00	\$ -
Layer2 Ethernet		Airspring	36	1G	\$ 1,749.60	\$ -
Layer2 Ethernet		COX	36	1G	\$ 1,620.00	\$ -



Cox Account Rep:	Domingo Correa	Cox System Address:
Phone Number:	4029341730	401 N 117th St
Fax Number:	8778738959	Omaha, NE 68154

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Butler Community College	Full Name:	Dr. Kim Krull
Street Address:	901 S Haverhill Rd	Billing Contact:	(316) 321-2222
City/State/Zip:	El Dorado, KS 67042	Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	kkrull@butlercc.edu
Cox Account #:	436-0000000-00		
Merge Bill	No		

Taxes and Fees Not Included

Service Address: 615 48th St Phoenix, AZ 85008						Phone:	
						Cox Account ID: 436-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate		1	\$620.00	36	New	\$620.00	
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Oracle:		MRC:	\$620.00	NRC:	\$0.00	Equipment Cost: \$0.00	

Service Address: 901 S HAVERHILL RD BLDG 200, El Dorado, KS, 67042						Phone: 316-322-3179	
						Cox Account ID: 580-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate		1	\$1,000.00	36	New	\$1,000.00	
Metro E-Install 1Gb Interstate		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Butler County Comm. College Data Center:		MRC:	\$1,000.00	NRC:	\$0.00	Equipment Cost: \$0.00	

Totals for all Accounts :	MRC:	\$1,620.00	NRC:	\$0.00	Equipment Cost: \$0.00		
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Special Conditions	
Promotion Details	
<p>This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://ww2.cox.com/business/voice/regulatory.cox ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.</p>	
Customer Authorized Signature	Cox Communications Arizona, LLC., Cox Arizona Telcom, LLC Signature
Signature: <i>Dr. Kimberly W. Krull</i>	Signature:
Print: Dr. Kimberly W. Krull	Print:
Title Position: President	Title Position:
Date: 8/18/2022	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

TOPIC for ACTION
Renewal of Automic from BroadComm

REPORT:

Automic software is an automated job scheduling system that automates many Banner processes. Once programmed and scheduled, these jobs run automatically on a regular basis without the need for staff intervention. Automic runs jobs automatically overnight for Accounts Receivable, jobs that run every few minutes for Finance, and data load processes for Financial Aid. These automated processes allow timely aid awards to students. Before Automic, these processes were very time consuming to manually run from Banner, requiring additional full time staff.

By committing to a 5 year contract, the annual escalator drops from 10% annually to 5% annually.

Annual payment \$22,738.41

Total 5 year commitment: \$113,692.05

RECOMMENDED ACTION:

Recommend the Board approve a 5 year contract with BroadComm for Automic software and budget savings.

RECOMMENDED FUNDING SOURCE:

Information Services Budget

Submitted by: Bill Young, Vice President of Digital Transformation/CIO
Supervisor: Dr. Kim Krull
Date: August 25, 2022



CA, Inc. ("CA")
 1320 Ridder Park Drive,
 San Jose, CA, US, 95131

Product Renewal Notification and/or Software ("Order").

The term "Broadcom" refers to Broadcom Inc. and/or its subsidiaries.

Quote Number : CPQ-905009 **If issuing a PO, please ensure Quote # is referenced.** **Quote Expiration Date:** Oct 15, 2022

Effective Date of this Order	Sep 21, 2022		
Customer Name:	Butler Community College	Customer ID No:	5236748
Customer Address:	901 S. Haverhill Road El Dorado KS 67042 US		
Billing Address:	901 S. Haverhill Road El Dorado KS 67042 US		
Billing Contact:		E-mail:	accountspayable@butlercc.edu
Shipment Address:	901 S. Haverhill Road El Dorado KS 67042 US		
Shipping Contact:	Amy Kerschner	E-mail:	akerschner@butlercc.edu

Offer Expiration

The pricing and terms offered herein expire unless Customer either (i) executes (if the Order contains a Customer signature block) and delivers this Order or (ii) delivers a Purchase Order referencing this Quote number to CA prior to 5 PM Customer's local time zone on the Quote Expiration Date, however this provision shall be null and void and have no legal effect if this Order is accepted by CA.

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 1320 Ridder Park Drive,
 San Jose, CA, US, 95131

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On-Premise Software:

Prior Contract No	Product Name	Product Code	License Type	Serial #	Authorized Use Limitation	Start Date	End Date
50549705	CA Automic Applications Manager Linux Agent	AAMLAG990	Subscription	N/A	10 Agent	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager Automation Engine Linux	AAMAEL990	Subscription	N/A	2 Instance	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager FTP-SFTP Agent	AAMFSA990	Subscription	N/A	25 Instance	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager UNIX Agent	AAMUXA990	Subscription	N/A	10 Agent	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager JMS	AAMJMS990	Subscription	N/A	2 Instance	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager Automation Engine Windows	AAMAEW990	Subscription	N/A	2 Instance	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager Automation Engine Unix	AAMUEL990	Subscription	N/A	2 Instance	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager for Banner Agent	AOABAG990	Subscription	N/A	1 Server	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager Windows Agent	AAMWAG990	Subscription	N/A	10 Agent	Sep 21, 2022	Sep 20, 2027
50549705	CA Automic Applications Manager Peoplesoft	AAMPPS990	Subscription	N/A	2 Instance	Sep 21, 2022	Sep 20, 2027

Payment-Schedule USD (Tax not included):

Due Date	Amount Due
Sep 21, 2022	\$22,738.41
Sep 21, 2023	\$22,738.41
Sep 21, 2024	\$22,738.41



CA, Inc. ("CA")

Product Renewal Notification and/or Software ("Order").

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San Jose, CA, US, 95131

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Sep 21, 2025	\$22,738.41
Sep 21, 2026	\$22,738.41
Total Fees	\$113,692.05

For any CA offerings, former local selling entities have been consolidated and accordingly, the CA selling entity quoting the CA offerings to You shall be deemed the successor in interest to any such local selling entity on any agreements with You.

ORDERING TERMS AND CONDITIONS AND GOVERNING TERMS

The CA Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the CA shipping point stated in this Order or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, and import clearances. You agree to pay any sales, use, value added, consumption, ISS, PIS, COFINS and any similar taxes in addition to the fees when such payments are due. You (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).

The procurement and use of these CA offerings are governed by these ordering terms and conditions as well as: (a) either (i) by the CA terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between you and CA (or Symantec) governing the CA or Symantec branded offerings ordered as amended, (b) the Specific Program Documentation (the "SPD"), Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the CA Software SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms herein and as ordered respectively hereunder (collectively, the "Governing Contract(s)"). Any terms that may appear on Your purchase order that vary from or purport to add to the Governing Contract(s) (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

TERMINATION FOR CONVENIENCE

The following clause hereby amends the referenced master and applies to all pre-existing transactions currently in place between the parties. Customer may terminate this Agreement provided that Customer also terminates each and all other agreements (direct or indirect or whether or not related to this Agreement) under which Customer may procure any CA offering (but in all cases excluding any hardware offerings and associated support contracts therefor) together with each and all Transaction Documents (or any order forms or other ordering documents) in effect between the Parties as of the date of termination (collectively, for purposes of this section, the "Agreement"), without cause and without further charge or expense at any time, immediately upon written notice to CA sent to usage.reporting@broadcom.com. On or after the termination date, with the exception of any fully paid-up Perpetual Licenses if the termination is effective after the initial Term, Customer must either: a) delete all full or partial copies of the CA Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to CA all full or partial copies of the CA Software. Once Customer's verification or the CA Software copies are received, CA will pay Customer, or CA Partner, a pro-rata refund of any License, SaaS and/or Support fees Customer or CA Partner pre-paid ("Refund Fees") in accordance with the paragraph below.

Refund Fees will be calculated on the number of months remaining in the Term (which for the purposes of this calculation will be deemed to commence from the date Customer's verification or the CA Software copies are received) of the Transaction Document eligible for the refund. If the CA Software is licensed under a Perpetual License, Customer, or CA Partner as appropriate, will receive a pro-rated refund of the License Fee paid to CA only if notice of termination is issued during the initial Term of the applicable Transaction Document.

Notwithstanding the foregoing paragraph, if the Agreement is terminated without cause, neither Party shall have further obligations under the Agreement, except that the Parties shall remain bound by the obligations within the Survival section of this Foundation Agreement.

Refund Fees will be paid within sixty (60) days to Customer (or CA Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the CA Partner and Customer), from the date Customer's verification or the CA Software copies are received, and any unpaid fees reflecting the CA offerings delivered prior to the termination date shall become immediately due.

ADDITIONAL EXPORT REQUIREMENTS

In furtherance of Your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, You certify that (a) You are not, and no affiliate of Yours is, a military end user of China, Russia, or Venezuela for products with ECCN starting with 5D992, and (b) You will not transfer or resell any such products to any person, entity, or environment where You know or should have knowledge that such products are intended or likely to be used by a military end user of China, Russia, or Venezuela.



CA, Inc. ("CA")
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Product Renewal Notification and/or Software ("Order").

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PAYMENT INFORMATION

Notwithstanding anything contrary in the CA Agreement, payment terms will be net 30, date of invoice. CA reserves the right to change credit or payment terms at CA's discretion if Customer's financial condition or previous payment history so warrant. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to CA on the business day immediately prior to such date. CA will send Customer an invoice containing the applicable wire transfer instructions at least thirty (30) days prior to each respective due date. Customer shall wire payments and payment remittance in accordance with the wire transfer instructions on the invoice. Customer shall notify CA in writing within 5 days after receipt of any invoice that is materially deficient and in good faith prevents Customer from making timely payment. If and when appropriate, CA shall issue a revised invoice as soon as practically possible, which will remain payable on the original due date or such later date as CA may provide on the revised invoice.

PURCHASE ORDER AND PAYMENT

Customer shall issue and provide CA a Purchase Order ("PO") or series of POs for the full term and total fees that are due contemporaneously with the execution of this Transaction Document. Failure to timely remit payment of all amounts set forth in the Payment Schedule shall after written notice by CA and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, relieve CA of any and all support obligations hereunder and all Customer subscription use rights shall be suspended until payment is tendered at which time use rights and support shall recommence. CA reserves the right to impose late fees as may be permitted by law on any past due amounts.

ANNUAL FEE INCREASES

During the term set forth above, CA may increase the fees hereunder for the Licensed Software up to 10% annually by providing Customer with advance notice including through pricing notices posted at CA support site no less than 90 days prior to such changes taking place but in no event will CA purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided).

ASSIGNMENT

Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that CA shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any CA Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

PUBLICITY

CA is authorized to use the Customer trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases.

MIGRATION

Customer understands that CA may migrate a previously licensed software ("Original Product(s)") to a new software product ("Migrated Product(s)"). It is the Customer's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. Customer shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the CA Software and Maintenance, located at CA's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, Customer should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by Customer that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

SOFTWARE SUPPORT AVAILABILITY

Customer understands that CA may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which CA will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering ("Software Support Availability"). Prior to acceptance of this Order, Customer should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by Customer that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

PERSONAL DATA

Customer acknowledges and agrees that CA will process Personal Data as part of the provision of the CA Offerings in accordance with CA's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. Customer hereby authorizes CA to make necessary transfers of Personal Data and that any CA Affiliates and subcontractors may process such Personal Data for the purposes of



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providing the CA Offering contemplated under the Agreement. CA complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where CA is a processor for Customer under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, CA's processing shall be subject to and in accordance with CA's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. Customer has been advised that during the term of the Agreement CA will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

TOPIC for ACTION
MOU between Butler and Trajectory RCS

REPORT:

Butler proposes to establish an internship relationship with Trajectory Revenue Cycle Services, LLC to create better opportunities for Butler's Physician Coding students. Trajectory is a business whose purpose is optimizing healthcare cash flow through integration of both business office processes and clinical documentation. Trajectory's staff and CEO have a proven track record of reducing AR days, reducing denials, increasing self-pay collections, and increasing percent of charges collected. This is done through repeatable best practices, documentation improvement, and patient-centric collection practices.

Medical coding has been in greater demand since COVID-19, especially with many professionals in the field work remotely. Many healthcare offices have moved to third party billing which has decreased opportunities for student interns. Since Trajectory has a specialty of coding, this partnership is anticipated to greatly benefit Butler students majoring in Physician Coding by providing internship experiences.

RECOMMENDED ACTION:

Board approve the Memorandum of Understanding (MOU).

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Aletra Chaney-Profit, Director of Career Services
Supervisor: Dr. Jessica Ohman, Associate VP – Student Services
Date: August 30, 2022

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT is made as of this ____ day of August, 2022 by and between Butler Community College (“BCC”) and Trajectory RCS, LLC (“Affiliate”).

RECITALS

A. Affiliate and BCC wish to form a relationship to provide educational experiences for one or more students enrolled at BCC in the field of medical coding (the “Students”); and

B. Affiliate is willing to allow Students to shadow and complete unpaid internship services at Affiliate’s premises under terms and conditions referred to herein and as required by BCC for Students to complete the medical coding program (“Affiliate’s Program”); and

C. It is agreed by the aforesaid parties to be of mutual interest and advantage for selected Students to be provided learning experiences at the Affiliate.

In consideration of the mutual promises and covenants hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

1.0 Obligations of BCC.

1.1 Prior to the start of each academic term (*i.e.*, fall, spring, summer terms, 10-week terms, as applicable) during the term of this Agreement, BCC shall provide a written request to Affiliate for the number of Students that wish to utilize the Affiliate’s Program. BCC shall work to provide the Affiliate with the names of the Students desiring to complete Affiliate’s Program with Affiliate at least thirty (30) days prior to the Students’ request to begin. BCC does not guarantee that Students shall utilize Affiliate’s Program during each academic term, and BCC acknowledges Affiliate will have the right to interview all Students who wish to participate in Affiliate’s Program and are not required to take Students based upon its sole discretion.

1.2 BCC and Affiliate shall not permit Students to participate in Affiliate’s Program at the Affiliate’s facility unless they are scheduled with Affiliate to perform services under the supervision of a representative of Affiliate who is available to work with the Students.

1.3 BCC reserves the right to revoke any assignment prior to the Student’s entry into the Affiliate’s Program, or to withdraw the Student from the assigned educational experience when, in BCC’s judgment, the educational experience no longer meets the needs of the Student.

1.4 BCC shall ensure all Students understand the requirement to comply with the Affiliate’s rules and regulations.

1.5 BCC shall ensure its Students have completed adequate and appropriate HIPAA training prior to the Students start date with the Affiliate. BCC will be responsible for any costs incurred while providing Students with appropriate HIPAA training.

1.6 BCC will provide the Affiliate with a description of the program, curriculum and objectives to be achieved through the Affiliate Program, and the academic calendar of BCC.

2.0 Obligations of Affiliate.

2.1 To the extent possible, Affiliate shall exert reasonable efforts to maximize the quality of the educational experience of Students participating in the Affiliate Program.

2.2 It is understood that in no case shall Students replace regular staff and that Affiliate retains full responsibility, authority, and accountability for the services it provides and will not rely on the Students training activities for staffing purposes.

2.3 The Affiliate will provide the physical facilities, equipment, and learning opportunities necessary for the educational experience.

2.4 The Affiliate shall provide BCC with an academic report form regarding attendance and performance of Students' during their time in the Affiliate's Program. The Affiliate will use the form which is made part of this agreement and an example is so attached as "**Exhibit A.**" The form shall be provided to BCC no later than the end of each 8-week period.

2.5 The Affiliate will work with both staff and Students to determine appropriate scheduling that satisfies the 100-hour time requirement within the 8-week period needed for credit. Students shall understand Affiliate's scheduling may not be consistent on a weekly basis and will vary depending on availability of staff.

2.6 Affiliate will inform BCC when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to the Affiliate. The Affiliate, in its sole discretion, reserves the right to remove the Student from the Affiliate's Program at any time for any reason. Removal will take effect upon written notice given to BCC by Affiliate.

3.0 Mutual Obligations.

3.1 Affiliate and BCC agree to cooperatively establish the learning objectives for the Affiliate's Program, devise methods for their implementation, and evaluate the effectiveness of the educational experience.

3.2 Neither party shall use discriminatory practices in assignment, acceptance, and evaluation of the Student. Students shall have equal opportunity without regard to race, color, creed, religion, national origin, gender, age, disability, and marital status. Both parties will, in the performance of this Agreement, comply with all applicable laws, rules, regulations, and orders regarding equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act and Affirmative Action.

3.3 Both parties shall maintain the confidentiality of Student records and performance.

3.4 Both parties expressly acknowledge that the Student is not an employee of the Affiliate, and that the Affiliate is not the employer of the Student for the purposes of this Agreement.

3.5 Affiliate shall be responsible for obtaining the signed consent from the Student to any terms and/or conditions that Affiliate wishes to impose on the Student which are not set forth herein.

4.0 Term and Termination.

4.1 The initial term of this Agreement shall begin on August __, 2022, and terminate on July 31, 2023. This agreement will automatically renew for one-year terms unless otherwise terminated as provided herein.

4.2 The Affiliate may terminate this agreement at any time for any reason upon giving BCC five (5) days' written notice. Termination will be effective upon notice of termination given to BCC and the expiration of the five days.

5.0 Reservation of Rights; Placement.

5.1 The Affiliate shall have the right to interview any or all Students who request to participate in Affiliate's Program, and subsequently, at its sole discretion, accept or reject any applicant.

5.2 For the initial term of the Agreement the Affiliate shall agree to initially place one Student in the Affiliate's Program. After the initial term, the Affiliate will make a determination, in its sole discretion, whether it has the capacity and capability to place more than one Student at a time.

5.3 The Affiliate and BCC each reserve the right to withhold placement of Students depending upon the availability of facilities and personnel to adequately provide a satisfactory educational experience.

6.0 Insurance; Hold Harmless.

6.1 BCC agrees that, to the extent permissible under Kansas law and within and up to the limits of the Kansas Tort Claims Act, if applicable, it will indemnify, defend, and hold harmless Affiliate, its servants, agents and employees, from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act or negligence of BCC, its servants, agents or employees, or its Students, in connection with or arising out of the activity which is the subject of this Agreement. (BCC insurance needs to cover any liability to Trajectory for damages. Caveat: student miscodes or causes loss will that result in damage claim to BCC? If so Insurance will need to cover.)

6.2 Affiliate agrees that, within and to the limits of its comprehensive liability insurance coverage and/or any applicable professional liability insurance coverage, it will indemnify, defend, and hold harmless BCC, its agents and employees, from any and all liability, damage, expense, causes of action, suits claims or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of Affiliate, its agents, and employees in connection with or arising out of the activity which is the subject of this Agreement. For purposes of this section 6.2 agents shall not include Students.

7.0 Remuneration.

7.1 Affiliate shall not pay Students for the services they render. Students are performing under Affiliate's Program for the sole purpose of completing education credit hours to complete BCC's degree program.

7.2 BCC shall inform Students that they shall receive no compensation or benefits of any nature directly from Affiliate for participation in the Affiliate's Program.

8.0 Entire Agreement; Modification.

8.1 The Agreement set forth in this document is the entire Agreement between the parties with respect to the subject matter. All prior and collateral understandings, agreements, and promises with respect to the same subject matter are merged into this Agreement and may not be modified, waived, or extended unless in writing signed by the party sought to be bound.

8.2 This Agreement may not be amended, modified, or otherwise affected except by written document signed by both parties hereto.

9.0 Consideration.

9.1 Under the terms of this Agreement, neither Affiliate nor BCC are obligated to make any payments of any kind to the other party.

10.0 Severability.

10.1 In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

11.0 Waiver.

11.1 The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

12.0 CONFIDENTIALITY and HIPAA.

12.1 BCC and its agents, Students, faculty representatives and employees agree to keep strictly confidential all personally identifiable information or protected health information in Affiliate's possession or accessed by Affiliate in performing its business, in addition to proprietary confidential business information of Affiliate (collectively "Confidential Information"), and shall not disclose or reveal any Confidential Information to any third party, except where permitted or required by law or where the Affiliate gives approval by prior written consent.

12.2 BCC shall require Students to strictly comply with the policies and procedures of the Affiliate, including those governing the use and disclosure of protected health information under Federal law, specifically 45 CFR parts 160 and 164. Affiliate agrees to provide additional HIPAA training necessary to orient Students to the Affiliate's specific policies and procedures governing use and disclosure of protected health information. Solely for the purpose of defining the Students' role in relation to the use and disclosure of Affiliate's protected health information, such Students are defined as members of the Affiliate's work force, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not, and shall not be considered to be employees of the Affiliate.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ____ day of August, 2022.

BCC:

Butler Community College

AFFILIATE:

Trajectory RCS, LLC

By: _____

By: _____

TOPIC for ACTION
Butler Community College and Arizona State University
Universal Articulation Agreement

REPORT:

Butler Community College and Arizona State University seek to enter into an agreement for a shared commitment to increasing opportunities for student access to, and success in, higher education. This Universal Articulation agreement gives Butler students access to ASUs transfer tools, in order to help create a seamless transition to ASU and enable students to successfully complete their bachelor's degree.

Previous Butler students who have studied at ASU:

Major	Number of Students
Applied Science (Applied Leadership)	1
Applied Science (Health Sciences)	1
Biochemistry	1
Biological Sciences (Conservation Biology & Ecology)	1
Biological Sciences (Neurobiology, Physiology & Behavior)	1
Biological Sciences	2
Criminology & Criminal Justice	1
Digital Audiences	2
English	1
Graphic Information Technology	1
Health Care Coordination	1
Health Sciences (Healthy Lifestyles & Fitness Science)	1
History	1
Information Technology	1
Kinesiology	1
Landscape Architecture	1
Marketing	1
Nursing	4
Nutrition	3
Organizational Leadership	1
Organizational Leadership (Project Management)	1
Philosophy (Morality, Politics & Law)	1
Psychology	3
Psychology (Forensic Psychology)	2
Software Engineering	1
Urban Planning	1

RECOMMENDED ACTION:

Board approval of a Universal Articulation Agreement with Arizona State University.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Tom Nevill, Vice President of Academics

Supervisor: Dr. Kimberly Krull, President

Date: August 30, 2022

Universal Articulation Agreement MOU



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) between the Arizona Board of Regents (ABOR) for and on behalf of Arizona State University (“ASU”) and [redacted] (hereafter “Collaborating CC”). The purpose of this MOU is to document the parties’ agreement regarding their collaboration in facilitating a pathway for Collaborating CC’s students’ transfer to ASU. The benefits of this MOU for Collaborating CC’s students include:

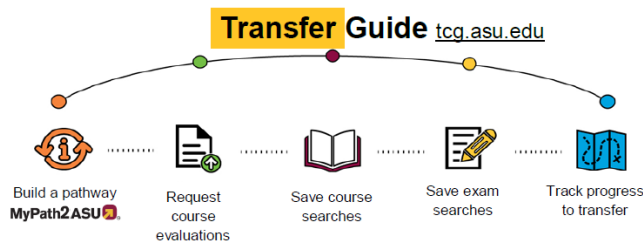
- ✓ Guaranteed general admission to ASU and admission into major of choice if all requirements are satisfied* **Some majors have additional or higher admission requirements.**^{1,2}
- ✓ Recommended transfer pathways to 400+ undergraduate majors
- ✓ MyPath2ASU™ assists in selecting classes to minimize loss of credit
- ✓ Direct access to transfer tools
- ✓ Access to ASU’s transfer specialists

Universal Articulation Description

ASU is a comprehensive **public research university**, measured not by whom it excludes, but by **whom it includes** and how they **succeed**; advancing **research and discovery** of public value; and assuming **fundamental responsibility** for the economic, social, cultural and overall health of the **communities** it serves.

Universal Articulation at Arizona State University gives students attending partnering community colleges access to ASU’s transfer tools, in order to help create a seamless transition to ASU and enable students to successfully complete their bachelor’s degree.

The Universal Articulation tools assist in determining how a student’s previously earned college credits will transfer into ASU majors. Students, along with the staff who support them, will have access to the Transfer Guide, ASU’s transfer planning tool. This guide allows students to build MyPath2ASU™ which maps a transfer pathway to their desired ASU major from any domestic institution. By signing an agreement, students will track their progress and earn guaranteed admission to ASU and into a pathway major if all requirements are satisfied.^{1,2} Some majors have additional requirements.



¹ General university admission is guaranteed upon successful completion of the following conditions: 1) Completion of an associate degree from a regionally accredited higher education institution with a minimum 2.00 cumulative GPA (Arizona residents) or 2.50 cumulative GPA (nonresidents) or 2) completion of 24 or more transferable semester credits posthigh school with a minimum cumulative transfer GPA of 2.50 (4.00="A") and verification of high school graduation or the equivalent. *NOTE: Some ASU colleges and schools have additional or higher requirements for admission into their majors.*

² Students will also need to submit an Arizona State University admission application, including an application fee and other required documents, such as official college/university transcripts.

MyPath2ASU™ pathway programs include a minimum of 24 credit hours, students with fewer than 24 credit transfer credit hours will need to meet the appropriate [admission](#) requirements.



Universal Articulation Agreement MOU



Universal Articulation Principles

The following guiding principles, which are based upon research and best practices, will guide the parties in their implementation of this MOU.

- Academic preparation is the single most important determinant of student success.
- Transfer students are encouraged to earn an associate's prior to transfer.
- The Collaborating CC will work to ensure students are prepared to meet ASU admission requirements and complete appropriate lower division coursework based on the transfer pathway for the ASU major to which they intend to transfer.
- ASU will provide recommended pathways based on ASU major requirements and ASU determined course equivalencies.
- Recommended courses minimize loss of credit while preparing students for their desired major.
- ASU will provide the Collaborating CC aggregate enrollment data.
- Marketing and Communication: ASU and Collaborating CC agree to identify their collaborative relationship on applicable websites subject to the terms of this MOU. Each party reserves the right to review in advance any marketing information or press releases that will be disseminated to students or the public about this collaborative relationship. Neither party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other party ("Marks") for any reason, including online, advertising, promotional purposes, or any form of publicity, without the prior written permission of the party that owns the Marks in each instance. Use of any party's Marks must comply with the owning party's requirements, including using the ® indication of a registered trademark where applicable.
- Resolution of Issues: Faculty and staff of ASU and Collaborating CC will communicate with the respective key contacts set forth below regarding all matters pertinent to this collaborative relationship.
- This MOU does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This MOU does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein.
- Neither party shall have any right, power, or authority under this MOU to act as a legal representative of the other party, and neither party shall have any power or authority to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- This MOU is subject to applicable law and all policies of the Arizona Board of Regents, as the same may be amended from time to time.
- Each party acknowledges that the relationship of the parties hereunder is non-exclusive.
- Either party may terminate this MOU upon 90 days advance written notice to the other party.

75 Credit hour degree options for Universal Partners

- The following degrees and associated sub plans accept up to 75 credit hours of community college coursework upon successful completion of an Associate Degree from partnering community colleges: **Interdisciplinary Studies, BA, Liberal Studies, BA and Organizational Leadership, BA.**
- RN to BSN Options: students admitted to the BSN program online can pursue **RN to BSN or Concurrent Enrollment Program.** Up to 75 transfer credits from a regionally accredited associate degree nursing program may be accepted and applied to the online BSN program.

Universal Articulation Agreement MOU



Opportunities for future collaboration Maroon and Gold Partnership levels include:

- Transfer pathways based on ASU major requirements and approved by the partner institution.
- Student progress towards major requirements are tracked automatically via ASU tools.
- Shared data agreement including sign-up, enrollment, and two-way electronic transfer of transcript data (reverse transfer).

Academic Alliances Universal Articulation Agreement, Vice Provost of Academic Alliances Cheryl Hyman. Please see specific contact information listed below.

Arizona State University Partnership Point of Contact

Amber Covington
Sr. Director Collaboration & Partnership Integration
☎ 602-496-1179 ✉ MyPath2ASUPartnerships@asu.edu

Collaborating Community College Key Contacts

Signatures

To be agreed upon by college Chancellor, President or appointed designee.

Collaborating Community College

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

The Arizona Board of Regents for and on behalf of Arizona State University

By:
Nancy Gonzales
Executive Vice President and University Provost
Date:



Updated 6/26/2020

Universal Articulation Partnership Levels



Student Benefits		Universal Partner	Maroon Partner (engaged)	Gold Partner (highly engaged)
Guaranteed general admission to ASU and admission into major of choice if all requirements are satisfied* Some majors have additional or higher admission requirements				
Eligible to sign up for MyPath2ASU				
Access to all ASU transfer tools				
MyPath2ASU™ recommendations displays courses based on	Existing course evaluations that meet preferred ASU major requirements			
	Validated courses from partner institution Associate degrees that also meet ASU major requirements**			
Tracking progress towards transfer	Student can self report progress			
	Student progress tracked automatically			
Eligible to transfer up to 75 credit hours into select ASU majors with completion of an Associate degree from partner institution.				
Partner Benefits		Universal Partner	Maroon Partner (engaged)	Gold Partner (highly engaged)
MyPath2ASU™ recommendations displays courses based on partner institution Associate degrees that also meet ASU major requirements**				
Students eligible for select ASU majors that allow for up to 75 credit hours of two year coursework with completion of an Associate degree				
Data sharing	ASU to share sign up and enrollment data			
	Two way electronic transfer of transcript data (reverse transfer through ASU Trusted Learner Network)**			

A signed Universal Articulation MOU is required for all participating community college partners.

*General university admission is guaranteed upon successful completion of the following conditions: 1) Completion of an associate degree from a regionally accredited higher education institution with a minimum 2.00 cumulative GPA (Arizona residents) or 2.50 cumulative GPA (nonresidents) or 2) completion of 24 or more transferable semester credits post-high school with a minimum cumulative transfer GPA of 2.50 (4.00="A") and verification of high school graduation or the equivalent.

NOTE: Some ASU colleges and schools have additional or higher requirements for admission into their majors. Students will also need to submit an Arizona State University admission application, including an application fee and other required documents, such as official college/university transcripts. MyPath2ASU™ pathway programs include a minimum of 24 credit hours, students with fewer than 24 credit transfer credit hours will need to meet the appropriate [admission](#) requirements.

**Functionality based on new technology and/or block chain technology not yet in production.

Updated 6/26/2020

PERSONNEL

TOPIC for ACTION
Full Time Music Instructor

REPORT:

Amanda Pfenninger, recommended for the full-time Assistant Professor of Keyboard and collaborative pianist at Butler Community College, has performed with musicians across Kansas. She has also enjoyed teaching and coaching students, both in the studio and in the classroom. Pfenninger graduated Magna Cum Laude with a Bachelor of Music Education degree with an emphasis in Piano and Choral Conducting from Fort Hays State University and a Master of Music in Vocal Performance with an emphasis in Coach Accompanying from Wichita State University.

Pfenninger has taught general music and choral music in the public-school setting, most recently in Douglass, KS. Her piano students have received top honors at KMTA State Auditions, and her vocal students have received I ratings at State KSHSAA and league festivals and have been selected to All-State choruses.

RECOMMENDED ACTION:

Recommendation of approval of Amanda Pfenninger as Full Time Instructor of Keyboard and Piano Music for the academic year 2022-23 at a salary of \$49,000 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Fine Arts Department Budget

Submitted by: Valerie Haring, Interim Dean of Fine Arts and Communications
Supervisor: Dr. Tom Nevill, Vice President of Academics
Date: August 10, 2022

TOPIC for ACTION
Culinary Arts: Full-time Faculty

REPORT

Scott Peggie brings over 10 years of professional cooking and chef experience. His experience includes cooking for many great restaurants within the Wichita region, such as Luciano's, Alzavino Wine Tavern, Frost, and The Belmont. Chef Peggie is ServSafe Certified and began teaching for Butler's Culinary Arts program as an adjunct faculty member during the spring 2022.

RECOMMENDED ACTION:

Approve Scott Peggie as a full-time faculty, Culinary Arts effective August 15, at a salary of \$46,500 plus benefits.

RECOMMENDED FUNDING SOURCE:

STEM Department Budget

Submitted by: Mel Whiteside, Dean – STEM
Supervisor: Dr. Thomas Nevill, VP of Academics
Date Submitted: August 31, 2022

TOPIC for ACTION
Full Time Nursing Instructor

REPORT:

Selena Walker is recommended for a Nursing Instructor position for the 2022-2023 academic year. Ms. Walker is a graduate of Butler's Nursing Program and is currently completing her Bachelor of Science in Nursing Degree and Master of Science in Nursing Degree from Western Governor's University. Ms. Walker also has spent 2 years as a clinical adjunct for Butler.

RECOMMENDED ACTION:

Recommend approval of Selena Walker as a Full time Instructor of Nursing for the 2022-2023 academic year at a salary of \$45,200 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Nursing Department General Fund

Submitted by: Janet Schueller, Associate Dean of HEP
Supervisor: Julio Guerrero, Dean of Health, Education, and Public Services
Date: August 31, 2022

TOPIC for ACTION
Full Time Nursing Instructor

REPORT:

Joshua Hardy is recommended for a Nursing Instructor position for the 2022-2023 academic year. Mr. Hardy brings 9 years of nursing experience to Butler's Nursing Program and has completed his Bachelor of Science in Nursing and Master of Science in Nursing from Wichita State University. He has been in various clinical roles at an area hospital where he precepted students and oriented new employees.

RECOMMENDED ACTION:

Recommend approval of Joshua Hardy as a Full time Instructor of Nursing for the 2022-2023 academic year at a salary of \$48,400 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Nursing Department General Fund

Submitted by: Janet Schueller, Associate Dean of HEP
Supervisor: Julio Guerrero, Dean of Health, Education, and Public Services
Date: August 31, 2022

TOPIC for ACTION
Full Time (Temporary) Theatre Instructor

REPORT:

Leslie Coates is recommended for the temporary Theatre position for the Fall 2022 – Spring 2023 semesters. Mr. Coates holds a Bachelor of Fine Arts in Theatre from Emporia State University, KS, and Masters of Fine Arts in Musical Theatre from San Diego State University, CA. Mr. Coates has been teaching in an adjunct capacity for Butler.

RECOMMENDED ACTION:

Recommendation of approval of Leslie Coates as a temporary Full Time Instructor of Theatre for the Fall 2022 – Spring 2023 semesters at a salary of \$47, 200 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Theatre Department Budget

Submitted by: Valerie Haring, Interim Dean of Fine Arts and Communications
Supervisor: Dr. Tom Nevill, Vice President of Academics
Date: August 10, 2022

TOPIC for ACTION
Full Time (Temporary) Music Instructor

REPORT:

Charles Davis is recommended for the temporary Instrumental Music position for the Fall 2022 semester. Mr. Davis holds a Bachelor of Music and Masters of Music from Midwestern University in Wichita Falls, Texas and a Masters of Liberal Arts (History) from Stephen F. Austin State University. Mr. Davis brings over 30 years of higher education teaching and administrative experience. He is an accomplished performer, composer, and educator and has been historical music director for the motion pictures including *Gone to Texas*, *North and South*, *The Rough Riders*, *Alamo*, *Price of Freedom*, and *Glory*.

RECOMMENDED ACTION:

Recommendation of approval of Charles Davis as a temporary Full Time Instructor of Instrumental Music for the Fall 2022 semester at a salary of \$24,500 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Fine Arts Department Budget

Submitted by: Valerie Haring, Interim Dean of Fine Arts and Communications
Supervisor: Dr. Tom Nevill, Vice President of Academics
Date: August 10, 2022

TOPIC for ACTION
Full Time (Temporary) Construction Technology Instructor

REPORT

Jeremy Brewer has been employed with Hutton Construction, Wichita, Kansas, for 15 years and has served as a superintendent nine years. He has taught various Construction Technology courses over the 2021-2022 academic year for Butler. Additionally, Jeremy teaches construction training classes for Hutton. He received his education at Kansas State University with a Bachelor's in Construction Science and Management.

RECOMMENDED ACTION:

Approve Jeremy Brewer as temporary full-time faculty, Construction Technology Instructor effective August 15, at a salary of \$24,100 plus benefits.

RECOMMENDED FUNDING SOURCE:

STEM Division Budget

Submitted by: Mel Whiteside, Dean - STEM
Supervisor: Dr. Thomas Nevill, VP of Academics
Date Submitted: August 16, 2022

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 2020 Cohort)	02/2022	60 % (Fall 2019), 60 % (Fall 2018), 60 % (Fall 2017)	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	31 % Graduation Rate/24 % Transfer Rate (Fall 2018 Cohort)	02/2022	28 % Graduation Rate/26 % Transfer Rate (Fall 2017 Cohort); 26 % Graduation/30 % Transfer (Fall 2016 Cohort); 26 % Graduation/26 % 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	3.27 & 50.1 hours (Fall 2020 cohort)	12/2021	3.24 & 50.2 hours (Fall 2019); 3.22 & 49.9 hours (Fall 2018), 3.20 & 48.7 hours (Fall 2017)	Kansas Board of Regents KHESTATs Transfer Tab
CTE Placement	Self-reported job placement of technical program concentrators & completers	68.3 % (AY 2021)	04/2022	76 % (2020), 76.3 % (2019), 77.64% (2018)	Kansas Board of Regents AY Follow Up Collection
Completions	Number of associate degrees and certificates granted by the institution	1371 (AY 2022)	09/2022	1416 (AY 2021), 1446 (AY 2020), 1513 (AY 2019)	Kansas Board of Regents AY Completions File

MONTHLY STATEMENT OF REVENUE AND EXPENDITURES

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 8/31/2022

FISCAL YEAR 23, PERIOD 02
OPERATING FUNDS

	2023				2022			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
REVENUES:								
Tuition/Fees	18,541,439	8,549,681	9,991,758	46.11%	18,825,165	8,754,870	10,070,295	46.51%
Local Sources	14,115,911	0	14,115,911	0.00%	15,190,091	0	15,190,091	0.00%
State Sources	19,605,870	9,406,768	10,199,102	47.98%	15,998,768	7,728,401	8,270,367	48.31%
Auxiliary Sources	17,781	9,800	7,981	55.12%	17,724	7,600	10,124	42.88%
Other Sources	491,023	114,434	376,589	23.31%	654,963	119,030	535,933	18.17%
Transfers	82,134	0	82,134	0.00%	82,134	0	82,134	0.00%
TOTAL REVENUES:	52,854,158	18,080,684	34,773,474	34.21%	50,768,845	16,609,901	34,158,944	32.72%
EXPENSES:								
Instruction	16,325,466	1,280,849	15,044,616	7.85%	15,625,434	1,005,547	14,619,887	6.44%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Public Service	0	0	0	0.00%	0	0	0	0.00%
Academic Support	3,617,374	569,306	3,048,068	15.74%	3,464,735	461,073	3,003,662	13.31%
Student Services	6,808,158	772,552	6,035,606	11.35%	6,357,861	728,732	5,629,129	11.46%
Institutional Support	20,890,525	4,398,326	16,492,199	21.05%	19,355,847	3,647,308	15,708,539	18.84%
Physical Plant Operations	3,246,976	486,869	2,760,106	14.99%	3,609,439	442,865	3,166,574	12.27%
Student Financial	3,402,269	123,123	3,279,146	3.62%	3,555,385	110,422	3,444,963	3.11%
Auxiliary Enterprise	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES:	54,290,767	7,631,026	46,659,742	14.06%	51,968,701	6,395,947	45,572,754	12.31%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	1,374,108	120,763	1,253,345	8.79%	616,733	361,001	255,732	58.53%
Non-Mandatory Transfers	612,273	0	612,273	0.00%	612,273	0	612,273	0.00%
TOTAL TRANSFERS:	1,986,381	120,763	1,865,618	6.08%	1,229,006	361,001	868,005	29.37%
NET INCREASE/DECREASE IN NET ASSETS	(3,422,990)	10,328,895			(2,428,862)	9,852,953		
Fund Balances, Beginning of year	10,213,608	10,213,608			12,547,809	12,547,809		
Fund Balances, End of Period	<u>6,790,618</u>	<u>20,542,503</u>			<u>10,118,947</u>	<u>22,400,761</u>		

Statement of Revenue, Expenditures, and Other Changes

REVENUES:

Tuition/Fees

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

Local Sources

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

State Sources

State Operating Grant and SB155 Funding

Auxiliary Sources

Dorm Rental – Fire Science students

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

Other Sources

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

Transfers

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

EXPENSES:

Instruction

General, Vocational and Adult Instruction

Other Expenditures

Parking and Agency Funds (not applicable to Operating Funds)

Academic Support

Library, Academic Administration, Curriculum Development

Student Services

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

Institutional Support

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

Physical Plant Operations

Maintenance of Buildings, Equipment, Grounds, Debt Service

Student Financial

Scholarships and Grants

Auxiliary Enterprise

Operating Support of EduCare Center

Transfers

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

THANK YOU NOTES

“Hello, my name is Madison Busch and I am the Senior Grand Champion in arts and crafts. I want to thank you very much for the opportunity you have given me to attend Butler Community College. I look forward to attending classes at Butler and I am very thankful for your support of 4-H. Thanks again, Madison Busch.”

“Thank you very much for sponsoring the 2022 Butler County Fair. I hope to put my scholarship into good use. I have learned so much in the swine project and hope to learn more! – Kylee Nichols”

“Thank you for being a generous sponsor and supporter of the 4-H program. Your support is greatly appreciated. Thanks again, Holly Turpin”

“Thank you, Dr. Kim Krull and Butler Community College, for awarding the Champion Senior Goat Showman with credit hours. Your support of my project means a lot. See you at Butler in the fall. – Evin Johnson”

“Thank you, Dr. Kim Krull and Butler Community College, for awarding the Champion Senior Goat Showman with credit hours. Your support of my project means a lot. See you at Butler in the fall. – Evin Johnson”

“Thank you for sponsoring the 15 credit hours for Butler Senior Champion Dairy Goat. Sincerely, Brooke Borg”

“Dear Dr. Krull, Thank you so much for this opportunity. This scholarship will really help me build a future by going to college. My parents met at BCC years ago. Thanks again! Victoria Hutter”

“Dear Butler Community College, thank you for the sponsorship of the 15 credit hours. Sincerely, Macey J. Lewis”

BOT~

From the bottom of
our hearts ~ Thank you!!
for all your support.
Janet Schueller

Thank you!
Raven
Christina

Thank you!
Leer
Atkinson

Thank you!
Micki J.

Dear Board members,
we appreciate your
support!

Thank you
so much
Joan Hoover

Thank you so much!
Sabrina
Dian



Thank you
so much!
Katelyn Sherman-Voge

Thank you!
Kirsta
Cody

Thanks very
much
Tracy Ladd

MONEY IS WONDERFUL.
THANKS FOR SHOWING
US WE'RE APPRECIATED! :)
- ALEX ANBUETHL

Thank you
very much!
Kimberly

Thank you so
much for approving our
raise. It is greatly
appreciated!
Terri Smith

Thank you!
Briana
Pinsworth

Thank you!
Michele Rader
Thank you!
amanda
Martin

Thank you!
Celia

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
SEPTEMBER 2022**

Tour of Public Safety Facility	Tuesday, Sept. 13, 2022 2:45pm. Meet at Public Safety Building	ALL TRUSTEES
September Board Finance Committee	Tuesday, Sept. 13, 2022 3:30 pm. President's Conference Room	Mary Martha Good Linda Jolly
September Board Meeting	Tuesday, Sept. 13, 2022 4:30 p m. Dankert Trustee Board Room	ALL TRUSTEES
September Work Session	Monday, Sept. 26, 2022, 4:30p m. Dankert Trustee Board Room	ALL TRUSTEES
October Board Finance Committee	Tuesday, October 11, 2022 3:30p m. President's Conference Room	Mary Martha Good Linda Jolly
October Board Meeting	Tuesday, October 11, 2022 4:30p m. Dankert Trustee Board Room	ALL TRUSTEES
October Work Session	Monday, October 24, 2022 4:30p m. Dankert Trustee Board Room	ALL TRUSTEES

2022-2023 Board Meeting Dates

Tuesday, July 12, 2022
 Tuesday, August 9, 2022
 Tuesday, September 13, 2022
 Tuesday, October 11, 2022
 Tuesday, November 8, 2022
 Tuesday, December 13, 2022
 Tuesday, January 10, 2023
 Tuesday, February 14, 2023
 Tuesday, March 14, 2023
 Tuesday, April 11, 2023
 Tuesday, May 9, 2023
 Tuesday, June 13, 2023
 Tuesday, July 11, 2023

<u>LOOKING AHEAD</u>		
November Board Finance Committee	Tuesday, November 8, 2022 3:30p m. President's Conference Room	Mary Martha Good Linda Jolly
November Board Meeting	Tuesday, November 8, 2022 4:30p m. Dankert Trustee Board Room	ALL TRUSTEES
November Work Session	Monday, November 28, 2022 4:30pm. Dankert Trustee Board Room	ALL TRUSTEES

December Board Finance Committee	Tuesday, December 13, 2022 3:30pm Dankert Trustee Board Room	Mary Martha Good Linda Jolly
December Board Meeting	Tuesday, December 13, 2022 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
NO WORK SESSION IN DECEMBER	-----	-----

FALL 2022 ACTIVITY CALENDAR

Women's Volleyball vs. Garden City @ Home	Wednesday, Sept. 14
Women's Soccer vs. Coffeyville @ Home	Wednesday, Sept. 14
Harold Smith Cultural Series featuring David Grann	Wednesday, Sept. 14
Art Show #1 Reception	Thursday, Sept. 15
Men's & Women's Cross Country in Joplin	Saturday, Sept. 17
Women's Soccer @ Dodge City	Saturday, Sept. 17
Women's Volleyball @ Barton CC	Saturday, Sept. 17
Football @ Independence CC	Saturday, Sept. 17
Women's Volleyball @ Dodge City	Wednesday, Sept. 21
Women's Volleyball v. Iowa Western @ Hutch	Friday, Sept. 23
Women's Volleyball v. Mineral Area College @ Hutch	Friday, Sept. 23
Women's Volleyball v. Missouri State West Plains @ Hutch	Saturday, Sept. 24
Women's Soccer @ Garden City	Saturday, Sept. 24
Women's Volleyball v. Indian Hills CC @ Hutch	Saturday, Sept. 24
Football v. McDougle Tech. Institute @ Home	Saturday, Sept. 24
Women's Soccer v. Neosho @ Home	Wednesday, Sept. 28
Women's Volleyball @ Cloud County	Wednesday, Sept. 28
Theatre Production	Thursday, Sept. 29
Theatre Production	Friday, Sept. 30
Men's & Women's Cross Country in Fayetteville, AR	Friday, Sept. 30
Theatre Production	Saturday, Oct. 1
Women's Volleyball v. Pratt @ Home	Saturday, Oct. 1
Women's Soccer v. Hutch @ Home	Saturday, Oct. 1
Football @ Hutchinson	Saturday, Oct. 1
Women's Volleyball v. Cowley @ Cowley	Tuesday, Oct. 4
Women's Volleyball v. Ottawa University JV @ Cowley	Tuesday, Oct. 4
Women's Soccer @ KCK	Wednesday, Oct. 5
Instrumental Music Fall Concert	Friday, Oct. 7
Women's Volleyball v. Tyler (TX) @ Home	Friday, Oct. 7
Women's Volleyball v. Missouri State West Plains @ Home	Friday, Oct. 7
Instrumental Music Fall Concert	Saturday, Oct. 8
Women's Volleyball v. Jefferson College @ Home	Saturday, Oct. 8
Women's Soccer v. Johnson County @ Home	Saturday, Oct. 8
Women's Volleyball v. Trinity Valley CC @ Home	Saturday, Oct. 8
Fall Break – No Classes, Offices Closed	Monday, Oct. 10

Institutional Development Day – No Classes, Offices Closed for IDD	Tuesday, Oct. 11
Women’s Volleyball @ Hutchinson	Wednesday, Oct. 12
Women’s Soccer @ Coffeyville	Wednesday, Oct. 12
Men’s & Women’s Cross Country @ Home	Friday, Oct. 14
Women’s Volleyball @ Seward County	Friday, Oct. 14
Vocal Music Fall Concert	Friday, Oct. 14
Vocal Music Fall Concert	Saturday, Oct. 15
Women’s Soccer v. Barton @ Home	Saturday, Oct. 15
Women’s Volleyball @ Garden City	Saturday, Oct. 15
Football vs. Iowa Central (Homecoming)	Saturday, Oct. 15
Spring 2023 Enrollment Begins	Monday, Oct. 17
Women’s Volleyball vs. Barton @ Home	Wednesday, Oct. 19
Football @ Iowa Western	Saturday, Oct. 22
Women’s Volleyball v. Dodge City @ Home	Saturday, Oct. 22
Women’s Soccer v. KCK @ Home	Saturday, Oct. 22
Women’s Volleyball v. Seward County @ Home	Wednesday, Oct. 26
Men’s & Women’s Cross Country @ Hutch	Friday, Oct. 28
Women’s Volleyball v. Hutch @ Home	Friday, Oct. 28
Football v. Coffeyville @ Home	Saturday, Oct. 29
Women’s Soccer – Region VI Tournament Quarterfinals @ Home	Sunday Oct. 30

EXECUTIVE SESSION

MOTION: Trustee _____

Mr. Chair,

I move that the Board recess into executive session for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship pursuant to the open meetings exception for matters protected by consultation with legal counsel and to discuss non-elected personnel, pursuant to the open meetings exceptions for matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and that the members of the Board, President Kim Krull Ray Connell and Terelle Mock be included.

The open meeting will resume 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

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