

**BUTLER COMMUNITY COLLEGE
 BOARD OF TRUSTEES
 REGULAR BOARD MEETING**
 4:30 p.m., Tuesday, April 11, 2023 – Dankert Trustee Board Room
 Watch Live via <http://www.butlercc.edu/bctv>

<p>3:30 p.m.</p> <p>4:30 p.m.</p>	<p>Board Finance Committee Meeting – President’s Conference Room.</p> <p>Regular Board Meeting – Dankert Trustee Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.</p> <p>Executive Session – Not to exceed 30 minutes for consultation with legal counsel pursuant to the open meeting exceptions for said matters.</p>
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REGULAR BOARD MEETING

- I. **CALL TO ORDER (4:30pm)**
- II. **PLEDGE OF ALLEGIANCE (4:30pm)**
- III. **APPROVAL OF AGENDA (4:35pm)**
- IV. **RECOGNITIONS (4:40pm)**-----3
- V. **PUBLIC COMMENT (4:50pm)**
 If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3ioB30n>
- VI. **STANDING REPORTS (4:55pm)**
 - 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. Foundation Board Report – Forrest Rhodes, Kim Krull
 - F. President’s Report – Kim Krull
 - G. Education Facilities Authority Report – Mary Martha Good, Dave Sherrer
- VII. **MONITORING REPORTS (5:10pm)**
 - A. DIVISION REPORT – Humanities, Social and Behavioral Sciences (Nordman)-----4
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
 - A. Board Governance – Quarterly KORA Report (Krull) **(5:20pm)**-----28
 - B. Renewal Evisions Software (Young) **(5:30pm)**-----30
 - C. Trustee Information Request – Computer Replacement Plan (Rhodes) **(5:40pm)**--34
 - D. Trustee Information Requests – General Discussion (Rhodes) **(5:50pm)**-----35

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APRIL RECOGNITIONS

- FBLA State Leadership Conference:** On March 4, ten Butler students attended the 72nd Annual FBLA State Leadership Conference held at Pittsburg State University. The students competed against other Kansas FBLA chapter members at this conference in various business-related events. They competed against 4-year and 2-year schools. Nine of the ten students placed in their event and are now qualified to compete at the National Collegiate FBLA conference in Atlanta on June 22-25.

First	Business Communication	Kaelib Harp
First	Hospitality Management Case Competition	Kaelib Harp
First	Information Management	Kaelib Harp
First	Business Ethics	Matthew Shults
First	Marketing Analysis & Decision Making	Team of Emmarie Nickel, Chloe He, and Lyndsey Conley
First	Digital Media	Thara Casimir
First	Social Media Marketing	Thara Casimir
First	Emerging Business Issues	Victoria Wurm
First	Future Business Executive	Victoria Wurm
Second	Sales Presentation	Alexia Macleod
Second	Social Media Marketing	Chloe He
Second	Business Law	Team of Alexia Macleod and Mason Kane
Second	Community Service Project	Team of Alexia Macleod and Mason Kane
Second	Business Communication	Victoria Wurm
Third	Client Service	Kaelib Harp
Third	Foundations of Accounting	Victoria Wurm

- Dr. Jonathan Craig** – Completion of Doctoral degree in Adult Learning and Leadership Focused on Community Colleges. (if this is the title of his dissertation, I'd capitalize the whole title)

MONITORING REPORTS

BOARD OF TRUSTEES REPORT Division of Humanities, Social, and Behavioral Sciences April 2023

“Caelum non animum mutant qui trans mare currunt.”
(They change their sky, not their soul, who travel across the sea.)

— Horace

The Division of Humanities, Social, and Behavioral Sciences (HSBS) consists of eight academic departments:

Behavioral Sciences
Economics
Humanities
Philosophy and Religion

History and Social Sciences
English and Literature
Foreign Languages
Reading

Together, these departments provide related academic programs and services with the aim of fulfilling the Butler Community College mission, which is to develop responsible, involved lifelong learners and contribute to the vitality of the communities it serves.

Division Mission and Key Processes

The HSBS Division engages students in learning about humanity and its expression in place, time, and language; human behavior; systems of belief, thought, and government; and its use of resources.

- Preparing students for transfer to colleges and universities
- Preparing students for careers related to the Humanities and Social and Behavioral Sciences
- Providing training in related skills
- Providing instruction through Guided Pathways
- Developing Learning PACT skills
 - o Personal Development Skills
 - o Analytical Thinking Skills
 - o Communication Skills
 - o Technological Skills
- Assessing student outcomes
- Evaluating and improving instruction
- Designing and revising curriculum
- Providing access through multiple locations and delivery systems
- Providing instructional leadership
- Providing and sponsoring events

Division Credit Hours

Humanities and Social and Behavioral Sciences courses are taught through multiple instructional methods on campus, online, and at area high schools. The number and variety of these offerings--and the many Butler employees who contribute to their delivery--underscore the importance of the Humanities and Social and Behavioral Sciences to degree and certificate programs as well as transfer pathways. In Academic Year (AY) 2022, total institutional credit hours were 136,331. At 44,952 credit hours for the same year, the HSBS Division comprised 33% of the institutional total. Credit hours were provided by the Butler Office of Research and Institutional Effectiveness.

Dept	AY2018	AY2019	AY2020	AY2021	AY2022
Behv Sci 164	18855	17400	15864	15003	13,590
Eng&Lit 208	21465	18711	18693	16137	15,366
Forn Lang 207	1935	1946	2213	2,430	2,346
Humanities 215	648	423	198	219	135
Reading 302	927	963	987	738	948
Relg&Phil 211	5970	5199	4533	4476	4,116
Socl Sci 165	12548	10506	10014	9702	8,451
	43,048	55,148	52,502	48,705	44,952

Division Declared Majors

Declared Majors

Dept	AY2018	AY2019	AY2020	AY2021	AY2022
Behv Sci 164	331	361	410	517	522
Eng&Lit 208	30	43	48	53	47
Forn Lang 207	13	21	23	21	19
Relg&Phil 211	12	8	8	16	15
Socl Sci 165	62	61	74	70	77
	448	494	563	677	680

Division Completers

In spring 2022, these discipline-specific majors graduated from Butler. In addition, 405 Liberal Arts and Sciences majors graduated during the academic year.

Dept	AY2018	AY2019	AY2020	AY2021	AY2022
Behv Sci 164	23	23	18	18	30
Eng&Lit 208	1	1	4	4	2
Forn Lang 207	2	1	2	3	1
Relg&Phil 211	1	1	0	0	1
Socl Sci 165	5	7	7	3	9
	32	33	31	28	43

Personnel

In spring 2023, the Humanities and Social Sciences Division consisted of 37 full time faculty, 137 adjunct faculty, 2 administrators, and 2 staff members for a total of 172 personnel. The deans, administrative assistants, and department chair or lead faculty members are

Interim Dean

Dr. Troy Nordman

Associate Dean

Jonathan Craig

Administrative Assistant BOE

Zachary Cannady

Administrative Assistant BOA

Amy Bruno

Department Chairs or Lead Faculty Members

Behavioral Sciences Chair

Cheree Encapera

Behavioral Sciences Digital Lead

Mary McMackin

Economics Chair

Dr. Noreen Templin

English Chair

Jim Buchhorn

English Lead

Sheryl LeSage

Developmental English Lead

Katheryn McCoskey

English Digital Lead

Andrea McCaffree-Wallace

Foreign Language Chair

Dr. Kelsey Harper

History and Social Sciences Chair

Dr. Tim Myers

Philosophy and Religion Lead

Dr. Regina Turner

Reading Chair

Dr. Elena Allen

General Division Work

- Continued development and revision cycle of division OERs.
- Full use of OER (Open Educational Resources) in 5 courses: EG 060, EG 101, EG 102, FL 130, and LT 201 with BS 160 to be launched Fall 2023.
- Textbook Affordability Team leadership and service
- Ed Tech Master Course development
- KBOR Kansas Core Outcomes Group and committee leadership and service
- Emphasis on AVID high engagement strategies in division classes
- Online Writing Lab (OWL) management and service

- Curriculum Team membership and service
- Learning Calendar development and coordination
- Inclusion Council membership and service
- Faculty Development Team membership and service
- Academic Retention Team leadership and service
- Institutional Review Board leadership and service
- Personal Development leadership
- CARE Team membership and service
- AVISO leadership and service
- PROVIDE leadership and service
- Presentations, service club memberships, and charity work.

Division Highlights 2022-2023

Behavioral Sciences

BS 160 OER in Fall 2023

Faculty have researched and developed an OER for Gen Psych. This OER will be implemented in Fall 2023 and is the largest course offering in Behavioral Science (BS 160, General Psychology). Department faculty are committed to lowering the cost of attendance for students and improving success and retention, with special emphasis on equity and accessibility through OER. A General Psychology OER should increase student success by providing easy access to course materials on day one of the semester. Faculty have also adapted and developed an OER for Substance Use Awareness for implementation in Fall 2023, to save students even more money. While this is a smaller enrollment course, the department hopes this will increase enrollment.

State Level Leadership

Department Chair Cheree Encapera serves as Co-Chair of the Child Psychology Kansas Core Outcomes Group (KCOG) Committee as well as Co-Chair of the Cultural Diversity and Ethnicity KCOG Committee. She is serving her second term as the Child Psychology Co-Chair. Nathan Swink serves as the Co-Chair of the Women and Gender Studies KCOG Committee. Monica Lorg represents Butler on the KBOR Diversity, Equity, Inclusion (DEI) Community College Roundtable. Cheree Encapera is a KPAC Commissioner for KNEA.

Training and Development on Campus

In the past year, Nathan Swink, Monica Lorg, and Cheree Encapera presented at various Butler Trainings including Second Saturdays, PDD, and IDD.

Community Partnerships, Internships and Job Opportunities

Behavioral Science faculty continue to help place Behavioral Science students at Butler in real world work settings in our field. We currently work with ComCare of Sedgwick County, South Central Mental Health, Wichita Children's Home, St Francis Ministries, and Sunlight Children's home to help place students in part-time work positions, or internships. For example, we have helped connect multiple students to jobs at South Central Mental Health, and more have been interviewed.

Course Development

BS 110, Contemporary Social Problems, and BS 222, Cultural Diversity and Inclusion will be developed online with an OER over the next two years, with the goal of increasing enrollment in both courses. Contemporary Social Problems already uses an OER and we are actively pursuing an OER for Cultural Diversity and Inclusion.

Technology Update

Course shells and master courses offer consistent organization and structure to make navigation easier and more effective for students and faculty. Behavioral Science Course Shells offer the Butler course template structure that is adaptable to face-to-face (F2F) or online courses. Instructors add their own assignments, materials, and policies. There is a corresponding publisher resource course available for each of these courses. Faculty can adapt course shells without losing the benefits of accessibility and ease of navigation. Behavioral Science Master Courses are Quality Assured Team (QAT) reviewed and approved as meeting accessibility, design, content, and workload standards. There are corresponding publisher resource course shells for each of these courses. As new textbook editions or adoptions occur, the courses are completely updated and reconfigured.

Master Courses in Behavioral Science

BS 105 Sociology

BS 160 General Psychology (Online & Blended)

BS 212 Abnormal Psychology (Online & Blended)

BS 260 Developmental Psychology (Online & Blended)

SoPsyched

SoPsyched, the student Behavioral Sciences club, continues to be active on campus, offering expanded stress reduction service activities through “Pet the Puppies” at finals and midterm on the El Dorado, Andover, and Rose Hill campuses. Pet the Puppies also connects the department with the community through partnership with “Love on A Leash” and “HAPI.” Other club events happen throughout the semester, including a Psychology of Fear movie night and talk in the fall, and a Psychology of Love night in the spring. This academic year had more than 40 students at each movie night! SoPsyched has taken numerous students to professional conferences to present their research. Each time, Butler has been the only community college represented. Multiple students are currently working on research outside the classroom, and one will be presenting their research this spring at the Rocky Mountain Psychological Association, in Albuquerque, New Mexico.

Faculty Highlights

Judy Bohrer represented Butler at the fall 2022 KCOG meeting to revise the Sociology learning objectives. She continues to build connections with local social workers that are willing to come to her social work class to talk about their experiences as a social worker in addition to discussing their agency’s purpose and the populations they serve. Judy is networking with local direct service/care agencies interested in building a partnership with Butler’s Social Work students in a Service-Learning semester project. She remains current on social work principles through certified workshops approved by the National Association of Social Work.

Marie Carroll is a member of the Curriculum Team. She is passionate about connecting with her students and helping them succeed in and out of the classroom. She is currently working with a Butler (of Andover) student to help him with a book he wants to publish and to get him connected to others who can also help him. At the end of February, she presented at Butler's Academy Open House at the Rose Hill campus to help connect students and their parents with the opportunities available at Butler. In Marie's BS 260 Developmental Psychology classes, students are offered an experiential activity on older adulthood. The students bind at least one knee, use a cane to assist them in walking, and experience getting up from a seated position. Cotton is stuffed in their ears to muffle their hearing and a light coat of Vaseline is applied to protective eyewear to blur their vision. Each semester, the students are receptive to the exercise and seem to develop empathy for their later-age family members. Marie has recently been elected president-elect of her HOA. Marie enjoys being involved in her community and loves spending time with her family.

Mary Corrigan continues to volunteer on the Board of Directors for [The Active Age](#) newspaper. The newspaper is sent free each month to those 55 and older in Butler, Harvey, and Sedgwick counties. It is partially funded through the federal Older Americans Act.

Cheree Encapera serves as Department Chair; as faculty co-advisor to "SoPsyched;" on the Disciplinary Review and Appeal Board; as a member of the EdTech Quality Assurance Team, on the Textbook Affordability Team; leads the Behavioral Science Textbook Selection Committee; on the Vision and Mission Committee; and on the Institutional Review Board. Cheree served as Co-Chair of the Child Psychology KBOR Statewide Transfer Committee for a second time and Co-Chair of the Cultural Diversity and Ethnicity Statewide Transfer Committee. Cheree has spent the last year adapting and creating an OER for General Psychology that will be implemented in fall 2023. She presented sessions on work and personality, OERs, and textbook affordability at Professional Development Days. She has also revised many department course outlines this year. Cheree is a KPAC Commissioner for KNEA at the state level and continues as a member of the American Psychological Association. Cheree received an "Order of the Purple" outstanding faculty award in May 2022. She coordinates a community/homeless breakfast on Saturdays in Wichita, volunteers as a youth volleyball coach, and enjoys family life.

Mary McMackin, Department Digital Lead, is a member of the Quality Assurance Team, and Behavioral Science Textbook Selection Committee. Mary is delighted to serve as Behavioral Science Digital Lead and continue to create, facilitate, and update training resources for faculty and students.

Monica Lorg is Co-chair of the Academic Retention Team and Inclusion Council Coordinator as of Spring 2022. She is a member of the KBOR Diversity, Equity, Inclusion Community College Roundtable. Monica was a winner of the Wichita Business Journal Women Who Lead in DEI, January 2023 award. She also volunteers at Air Capital Women's March and League of Women Voters.

Rae Ann Montgomery, an Advisor at Butler and adjunct instructor in Behavioral Sciences, serves on the Satisfactory Academic Progress Committee with Financial Aid and the Disciplinary Review and Appeals Board.

Regina Peasley is a member of the Behavioral Science Textbook Selection Committee and the Ed Tech QAT, which reviews new online/blended courses and provides feedback to course developers to ensure utilization of benchmarks set forth by the Online Learning Consortium, HLC, C-RAC, and best practices in online education. Regina is a member of the American Psychological Association (APA). Regina is currently adapting an OER textbook and developing supplemental materials for BS 115 Substance Use Awareness to implement in fall 2023.

Dr. Nathan Swink continues to serve as Co-chair of the Institutional Review Board, which approved four research projects conducted by faculty. He serves as co-faculty advisor to SoPsyched. He continues to work with Love on a Leash and HAPI Paws to bring stress relief to students during mid-terms and finals. Nathan also has a student who will be presenting a paper at RMPA, the Rocky Mountain Psychological Association, in Albuquerque this spring.

Jeff Tymony is a member of the Diversity and Inclusion Council and Criminal Justice Advisory Committee. Jeff is also a liaison to the Municipal court here in El Dorado.

Economics

Faculty Highlights

Kris Estes was selected as an Order of the Purple Award professor in May 2022 for teaching excellence during the academic year. She participated in Butler's voluntary summer week of faculty development called Summer Jam in May 2022 for 35 hours of professional workshops and teaching strategies. She is currently completing the 100 hours of additional Summer Jam Practicum during the 2022-23 school year to learn new teaching strategies with her colleagues. Professor Estes is involved with the Butler Veterans Advisory Board and assisted in organizing the annual Veterans Day celebration held on November 11, 2022. She continues to teach both face-to-face and online Economics courses from our Andover campus and assists the Department Chair with curriculum enhancements as needed.

Dr. Noreen Templin, Department Chair, attended the Conference on Teaching and Research in Economic Education (CTREE) in Chicago, IL on May 31—June 2, 2022. She co-advised the BCC students who qualified to the PBL National Leadership Conference in Chicago, IL on June 24-27, 2022. She presented "Flying into the Headwinds of Change" at the PBL National Leadership Conference in Chicago, IL on June 25, 2022, participated in the KNEA Higher Education Symposium in Topeka, KS on October 21-22, 2022, co-advised a group of BCC students to the FBLA Career Connections Conference in Omaha, NE on November 3-5, 2022, participated in the McGraw Hill Economics Symposium in Austin, TX on February 23-25, 2022, co-advised a group of BCC students to the FBLA Collegiate Kansas State Leadership Conference in Pittsburg, KS on March 4, 2023, and presented "Flying into the Headwinds of Change" at the FBLA Collegiate Kansas State Leadership Conference in Pittsburg, KS on March 4, 2023. Dr. Templin is the Adviser for the BCC chapter of FBLA Collegiate and is a member of the national FBLA Education Programs Committee. She was re-elected BCCEA Treasurer and is a member of the Faculty Curriculum Team. She teaches Principles of Microeconomics, Principles of Macroeconomics, Engineering Economics, and Data Mining.

English

Faculty Highlights

The English Department aims to be highly innovative and productive. The Department taught 11.27% of the overall credit hours at Butler in AY22 (15,366 credit hours). English faculty are engaged in many major initiatives at the college. The department has led the way on OER implementation, saving Butler students over \$2 million on textbooks. This money can be spent on other college courses or in the area. The department recently launched a new OER text for EG 060 and has revised our EG 101 textbook; a revision of our LT 201 textbook is underway. Many English faculty work on projects that engage the community and promote Butler: we recently co-hosted a presentation of "Ain't I a Woman?," which was attended by over 100 people. This semester, the department has also been working closely with marketing to promote program offerings of its many system-wide transfer courses: Comp 1, Comp 2, Introduction to Literature, American Literature 1, American Literature 2, and Creative Writing.

Dr. John Buaas continues to assist with editing and revising chapters for the new editions of the Comp I and Intro to Lit OER. Currently, Buaas is researching the varied implications of AI platforms such as ChatGPT in relation to composition, rhetorical modalities, creativity, and research.

Xavia Dryden continues to work as OWL director and contributes to the department's ongoing OER efforts. She is managing the OWL Team and continuing work on revisions for the LT 201 and EG 101 books. This semester was her first time teaching the co-requisite ALP set (EG 060 and EG 101) in the online modality.

Sheryl LeSage, Lead Instructor, continues in the position as English Lead for the Andover campus. She has created and continues to expand a library of single-author poetry books in her office, to which students have access whenever they ask. That collection currently has about 200 volumes. LeSage participated in a video marketing campaign during which her Introduction to Literature class was filmed. She is participating in the year-long Summer Jam professional development program. Finally, LeSage is developing a new capstone project for her Introduction to Literature students, which will be a socially curated open-pedagogy project.

Masako Maeda was awarded the League for Innovations in the Community College Teaching Excellence Award. This award recognizes outstanding faculty, staff, and leaders in the community college field who have made a significant difference in the lives of students and in the communities their colleges serve.

Kathy McCoskey, Developmental Lead, presented "Connecting with the Whole Student" for the DMACC (Des Moines Area Community College) Strategic Learning Team training online, April 2022. She was keynote and break-out session speaker for MESH conference at DMACC west campus, June 2022, "Reading Cycle" and "Putting It Into Practice." She served as Secretary of the Midwest-NOSS (National Organization for Student Success) and is currently serving as Historian for the Heartland Chapter of CRLA (College Reading & Learning Association). She coordinated, along with Monica Lorg, bringing in the "Ain't I a Woman?" CORE Ensemble Performance, Feb. 28, 2023, to Butler of Andover. She is serving on the KBOR Developmental Education Working Group.

Jennifer Montgomery and her team of three other instructors finished the OER for EG060 Fundamentals of English class. It was piloted this past summer with a few instructors and then launched in fall 2022. Montgomery participated in Summer Jam 2022 and is extending that learning in twice-monthly “huddles” with a small group of colleagues. She is applying the skills learned in Summer Jam to her instructional practices. She also benefits from huddle activities including classroom observations and writing about best practices. Montgomery participated in a KBOR Roundtable about her OER experiences along with other state community college colleagues.

Cory Teubner was once again the pronouncer for this year’s Butler County Spelling Bee, hosted at BCC, and he also served as a judge at the State Spelling Bee hosted by Newman University. At Butler, Cory continues to work on PDX Course Revisions to include more program-specific Butler faculty and coordinating the expanded activities of the Inclusion Council as a member of its Leadership Team.

Mac Thompson continues to be involved with the revision of the department’s EG 101 OER. Thompson was re-elected as Secretary of the BCC Educational Association, and he recently assumed a seat at the Walnut Valley Administrative Board of our professional association.

Dr. Mindy Trenary won the Innovations in Teaching Award, SIDLIT, 2022. She was appointed English OER Liaison for the state of Kansas (KBOR) for 2022-2024. She serves on the OER Steering and Trainers committees for KBOR. She presented at the Great Plains Conference, the KBOR OER Summit, the SIDLIT conference, and the OER Roundtable discussion at KBOR. She is slated to present at Cowley Community College and at the Arizona OER conference this spring. Mindy also volunteers in the tutoring lab and presents at the Butler Career Fair days. In the spring of 2022, she completed and passed LT 205 (Intro to Short Story) through the Quality Assurance Team to create a master course.

Andrea McCaffree-Wallace continues to work with the Textbook Affordability Team (TAT) committee to refine OER processes and continue the training for Butler faculty on OER. Additionally, she works with the state OER committee to train faculty from around the state on OER. She also began a community of practice for online English teachers that meets three to four times per semester to discuss and improve our online teaching. She is working with a group of faculty members to plan the EG 102 book revision (OER), which will take place next fall. This will be the third edition of the English department’s EG 102 book, titled Up for Discussion. The third edition of the EG 101 book was released this fall, titled Idea to Essay. Finally, Andrea is completing dissertation at the University of Florida this semester and is on track to graduate with her Ed.D. in Curriculum and Instruction in May. Her dissertation focuses on best practices for teaching English online at the community college.

Jeff Roper is entering his 26th year as a teacher at Andover High School and 20th year of teaching at Butler. Over the years Jeff has taught BCC/AHS Concurrent English 101 and 102 as well as tracing as an adjunct in the evening, particularly teaching ALP classes. He is finishing his 3rd year serving on the AP Lit and Comp Test Development Committee. He spends 5-10 hours per week studying and “wordsmithing” multiple choice questions and free response questions for creating the 2024 AP Lit and Comp exam. This will be his 17th year as an AP Lit reader, 6th year as an AP Table Leader, and 1st year as an AP Early Table Leader in Salt Lake City, UT this summer. He is serving his 4th year as Co-PLC Facilitator for English Language Arts for the Andover USD 385 School District (high school level). In his spare time, he was appointed by the Bishop of the Diocese of Kansas in October to move from being a deacon for the past 11 years to becoming Archdeacon of the South.

Foreign Language

Faculty Highlights

Amanda Hadley (temporary full-time) attended BCC's Summer Jam, the AVID conference in Texas, and she received a certificate for completing the Adobe FDI (Faculty Development Institute) & Received Certificate. In the fall 2022 semester she attended the Symposium on Language Pedagogy in Higher Education (Co-hosted by the University of Illinois, Urbana-Champaign & Ohio University) and presented at the Kansas Board of Regents' Language OER Spring Roundtable. Currently, she is in progress of updating the Spanish Readings course (along with creating an OER textbook for it) and will attend the 2023 Language OER Conference.

Kelsey Harper, Foreign Language Department Chair, attended Summer Jam 2022. She presented at Spring 2022 IDD: "Leveraging Authentic Materials in the Classroom." She participated in a poster session in Fall 2022 PDD. Recently she initiated FL150 Spanish for Construction Technology and implemented full Open Educational Resources as course materials for FL205 Spanish Conversation.

Christian Lira Luna was nominated for the Outstanding Instructor Award. He also began teaching many of his Spanish sections online.

Masako Maeda (mentioned above) continues to explore ways to improve course materials for her Japanese courses. She is currently looking at OER options.

Leslie Pierson teaches Spanish 1 and 2 in the classroom, supplemented with remote access via Zoom, as needed by students. Remote students received the same dynamic, continuous interaction in Spanish with the instructor and fellow students for 5 hours per week (75 hours per course). Leslie provides students comprehensive access to daily lesson materials via an online lesson planner, combining the engagement of live class with the convenience of online (PowerPoints, handouts, links, videos, etc.). This spring she taught Intermediate Spanish using online delivery for the first time (at Butler) and learned new software including Bongo and Linguameeting. Leslie hosted "Día de los Muertos" celebrations in all classes (Fall 2022) where students participated in cultural activities and experiences including videos, music, art posters, face painting, mask making, a selfie booth, and food. She also had students create "Vlog" assignments in which they applied the Spanish they learned in the course to record a video showing a "Day in their Life" (i.e., a Butler student, a student athlete, a performing arts student, etc.). She recorded and provided videos of Spanish dialogue for online students and gathered students' video recordings from in-class activities. Leslie's Spanish 1 students collaborated on a [Sway of Hispanic Culture](#) in the local area (Fall 2022). Students interviewed a native speaker from their community to raise course relevance and motivation levels. Leslie served as a KU Mentor for Master of Education, Foreign Language program students and communicates with KU students via the KU Alumni Network as part of ongoing outreach work. She is a member of ACTFL (American Council on the Teaching of Foreign Languages).

History and Social Science

Faculty Highlights

Dr. Tim Myers, Department Chair, is currently serving as President of the Kansas Oil Museum and Butler County Historical Society. Last July he gave a presentation at the Kansas Oil Museum on the Coronado Expedition to find Cibola and Quivira (cities of gold), which landed him in Kansas. He gave the same presentation at the Coronado Quivira Museum in Lyons, KS in November. Tim is working with this museum updating their exhibit on Coronado. This July he plans to give a presentation on Don Juan Onate's expedition in Kansas trying to find Quivira.

Vicki McKain recently completed an Ed D in Education Administration through California Coastal University.

Orion Yoesle will be receiving his Ph D in Political Science through Washington State University in Pullman, Washington in May. He is currently set to defend his dissertation, *I'm a Human Being, Dammit: An Analysis of Political Incivility and Media Selection as Influenced by Social Identity Theory*, early this spring. The dissertation is a study to find a link between individuals' perceptions of incivility, their partisan political affiliation, and their media selection habits, with the primary argument that incivility increases partisan ties which then drive more partisan media consumption. Orion continues to update course outline for State and Local Government to reflect the course outcomes determined by political science professors at the Kansas Core Outcomes Groups conference in October of 2021. Orion remains a member of the Textbook Affordability Team (TAT) and the Inclusion Council (IC) at Butler.

Philosophy and Religion

Faculty Highlights

Dr. Terry Sader continues as faculty adviser for the Philosophy Club—meeting every other week and discussing such topics as the nature of personhood, the historicity of Jesus, moral theory and de-growth economics. Dr. Sader also continues to serve as President of the BCCEA and to represent the teachers in the Walnut Valley region of the state on the Board of Directors of the Kansas NEA. He is continuing to pilot an OER for both the Philosophy and Ethics courses.

Reading

Faculty Highlights

Dr. Elena Allen, Department Chair, reports that online reading courses are working very well. This spring she is focusing on retaking OER workshops with the goal of finding OERs to update all reading courses. Allen continues to see steady growth and interest in her Russian courses in which she hopes to incorporate an OER within the next year. She is also involved in this year's Summer Jam practicum.

Division Special Reports

HSBS Administrative Assistants

The Humanities and Social and Behavioral Sciences Division is delighted to have two assistants, **Amy Bruno** at Butler of Andover and **Zach Cannady** at Butler of El Dorado.

LEARNED WITHIN THE PAST YEAR

- Learned how to use or advance their use of Butler systems
 - Canvas
 - Banner
 - Faculty Load and Compensation (FLAC)
 - ServiceNow
 - MyButlerCC
 - TEAMS Calling
 - Time Clock Plus (TCP)
 - AVISO
- Learned how to
 - Be a Zoom moderator (GPCA 2022)
 - Create SharePoint sites (HSBS Faculty Resources site)
 - Create Microsoft Forms (GPCA 2022)
 - Use Adobe Acrobat (Teaching Request forms)

In addition, administrative assistants created the *HSBS Faculty Handbook* and electronic materials for the Great Plains Conference on Acceleration. They developed processes, created templates, and updated the HSBS directory, division, and HR files when needed.

Amy Bruno continues to grow her technical skills. Within the past year, Amy has actively participated on three committees, including the Butler Faculty Handbook Revision Committee, the Search Committee for Faculty Development's new Assistant, and the Mission & Vision Statement Revision Committee. In September of 2022, Amy – along with Zach – hosted a Watermark (formerly AVISO) training session for their fellow Butler Administrative Assistants. At this session, Assistants learned how to create and send template messages to student groups through the Watermark app. Amy was recently recruited by Dr. Nevill to create a viewbook of the Academic Plan 2022-2027 (AP27) Town Hall results. The viewbook is currently set to be released on the Butler website this April.

Zach Cannady is currently one of the Lead Contacts for Ad Astra Implementation for scheduling. He is working with other departments on creating the Academic Admin Assistant Procedure Manual and is assisting IS and Academics on Desktop and Cow unitization. Zach continues to learn more about FLAC, Ad Astra, Banner Procedures, Classroom Scheduling processes and Procedures creating more efficient workflows. Zach serves as the Op Staff representative on the Ethics Board and is currently Vice-President of Op Staff.

HSBS Administrative Highlights

Jonathan Craig completed his coursework towards a doctoral degree in adult learning & leadership focused on community colleges and has successfully defended dissertation research focused on how Name, Image, & Likeness (NIL) policy could affect the experience of community college student-athletes and will graduate in May from Kansas State University. He also serves as a board member for two local 501(c)(3) foundations: the El Dorado Community Foundation and USD 490 Partners in Education (P.I.E.) Foundation and in the community as an active church member and KSHSAA registered basketball official.

Dr. Troy Nordman is currently serving as Interim Dean for the division. He continues to serve as Treasurer on the Board of Directors at the White Eagle Credit Union. In that capacity, he led the hiring committee for the credit union's new CEO. He continues to represent Butler on the Rotary Club of Andover. For the past eleven years he has held various offices including president. Last year he had the opportunity to have a role in the film, *The Contested Plains*, produced and directed by Ken Spurgeon. This summer he again will be working with Spurgeon on another film, *Sod and Stubble*.

AVISO

The AVISO Student Retention software, implemented in January 2020 as Butler's HLC strategic student retention initiative, continues as the operative tool for keeping Butler students engaged, optimizing their chances for success, and avoiding attrition. Real-time information daily informs faculty, advisors, and student services staff with automated alerts for grades, attendance/participation, and CMS login for individual students and/or student cohorts in specific risk levels and, when once alerted, faculty and staff can intervene quickly to assist students.

Since the start of Spring 2023 (data gathered from first six weeks), the AVISO system has issued over 6,793 automated alerts for current grade (grade falls below 70%), participation (two successive absences), and LMS login (no activity online for even successive days). Faculty response rates compared to the same period from fall 2022 through March 6, 2023:

- Spring 22 (6,767) - **44% (based 7,178 alerts)**
- **Spring 23 (6793) - 43% (based on 6,793)**

Faculty response rates to these automated alerts continue to increase as more faculty (both full and part-time) continue to utilize the system. The Academic Retention Team (ART) (chaired by Monica Lorg, Behavioral Sciences) continues to work with faculty, student services, and AVISO's numerous features and processes to further bolster student retention.

Staff-initiated alerts (a varied set of non-academic issues) from fall 2022 through the first six weeks of spring 2023 number 233. The closure rate for these alerts is currently at **95%**.

Dr. Troy Nordman
Interim Dean

Program Viability Determination (PROVIDE) Committee

Now in its fifth year, the PROVIDE Committee continues to conduct program cluster evaluation on an annual basis and is co-chaired by Jon Craig, Associate Dean of Humanities, Social and Behavioral Sciences and Jaime Goering, Director of Resource Development. The committee is comprised of cross-institutional representation from faculty within each academic division,

marketing, foundation, finance, registrar, institutional research, and academic administration.

As an advisory group, the committee's evaluations assess metrics in the following five areas: Community Stake, Market Outlook, Mission Compatibility, Performance, and Resourcing/Revenue/Costs.

For the academic year 2022-2023, the following 11 program clusters are currently engaged in an evaluation cycle: Agriculture, Auto Technology, Business Education, Culinary Arts & Hospitality, Early Childhood Education, Engineering, Fire Science, Information Technology, Nursing, and Welding. The following general education program clusters are currently in a response cycle and their program cluster scores were published in the fall 2022 semester: Art, Behavioral Science, Biological Science, Business Administration, Chemistry, Criminal Justice, Dance, Education, English/Literature, Human Performance/Fitness & Wellness, Foreign Language, Mass Communication, Math, Music, Philosophy & Religion, Physics, Social Science, and Theatre.

HLC Criterion 4 – Teaching and Learning: Evaluation and Improvement

In preparation for the HLC site visit in the spring of 2023, I have been working as a member of the HLC Steering Committee to draft an assurance argument narrative addressing Criterion 4. As a collaborative project, several departments and committees are engaged in contributing to this work. Currently, preparations are being finalized for the upcoming site visit in April.

Jonathan Craig, Associate Dean

Open Educational Resources

Open Educational Resources (OER) continue to increase student savings over conventional textbooks. From Fall 2018 through Spring 2023, OER in EG 060, EG 101, EG 102, and LT 201 collectively saved students over 2.2 million dollars over the cost of conventional textbooks based on the Maricopa Community College standard savings of \$100 per student. (Please see a complete table of OER savings at the end of this report.)

Work on additional OER texts within the division is being developed and will be incorporated into courses beginning in fall 2023. To encourage more OER use, the VPA (Vice President of Academics) Innovation Fund is providing dollars for faculty to develop them in a special program. On successful application, individuals or teams of faculty will adopt, adapt, or create OER under the tutelage of the OER librarian and experienced faculty mentors. The new OER development program was originally designed by Judy Bastin, Director of Butler Libraries, and Dr. Susan Bradley, retired HSBS Dean.

The Textbook Affordability Team (TAT) meets monthly to support current textbook knowledge, choice, and development across the institution. Current TAT efforts include the OER Practicum with Faculty Development, marketing, and State OER Committee and Conference participation.

**Open Education Resources (OER) - A 4-Year Perspective in English
Composition and Literature**

**Fall 2018
Sales EG
101 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Savings</u>	<u>Total Savings</u>
	20th Day				Maricopa Avg	Maricopa Avg
EG 101 OER	2064	2064	\$40.00	\$82,560.00	\$100.00	
Totals					\$206,400.00	\$206,400.00

**Spring
2019
Sales EG
101 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Savings</u>	
	20th Day				Maricopa Avg	
EG 101 OER	495	495	\$40.00	\$19,800.00	\$100.00	
Totals					\$49,500.00	\$49,500.00

**Spring
2019
Sales EG
102 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Savings</u>	
	20th Day				Maricopa Avg	
EG 102 OER	1390	1390	\$40.00	\$55,600.00	\$100.00	
Totals					\$139,000.00	\$139,000.00

**Summer
2019
Sales EG
101 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Savings</u>	
	20th Day				Maricopa Avg	
EG 101 OER	171	171	\$40.00	\$6,840.00	\$100.00	
Totals					\$17,100.00	\$17,100.00

**Summer
2019
Sales EG
102 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	217	217	\$40.00	\$8,680.00	\$100.00	
Totals					\$21,700.00	\$21,700.00

**Fall 2019
Sales EG
101 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	1973	1973	\$40.00	\$78,790.00	\$100.00	
Totals					\$197,300.00	\$197,300.00

**Fall 2019
Sales EG
102 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	630	630	\$40.00	\$25,200.00	\$100.00	
Totals					\$63,000.00	\$63,000.00

**Spring
2020
Sales EG
101 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	596	596	\$40.00	\$23,840.00	\$100.00	
Totals					\$59,600.00	\$59,600.00

**Spring
2020**

**Sales EG
102 OER**

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	1433	1433	\$40.00	\$57,320.00	\$100.00	
Totals					\$143,300.00	\$143,300.00

**Summer
2020
Sales EG
101 OER**

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	171	171	\$40.00	\$6,840.00	\$100.00	
Totals					\$17,100.00	\$17,100.00

**Summer
2020
Sales EG
102 OER**

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	216	216	\$40.00	\$8,640.00	\$100.00	
Totals					\$21,600.00	\$21,600.00

**Fall 2020
Sales EG
101 OER**

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	1672	1672	\$20.00	\$33,440.00	\$100.00	
Totals					\$167,200.00	\$167,200.00

**Fall 2020
Sales EG
102 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	546	546	\$20.00	\$10,920.00	\$100.00	
Totals					\$54,600.00	\$54,600.00

**Fall 2020
Sales LT
201 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day			Sales	Maricopa Avg	
LT 201 OER	108	108	\$10.00	\$1,080.00	\$100.00	
Totals					\$10,800.00	\$10,800.00

**Spring
2021
Sales EG
101 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	609	609	\$20.00	\$12,180.00	\$100.00	
Totals					\$60,900.00	\$60,900.00

**Spring
2021
Sales EG
102 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	1152	1152	\$20.00	\$23,040.00	\$100.00	
Totals					\$115,200.00	\$115,200.00

Spring
2021
Sales LT
201 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
LT 201 OER	133	133	\$10.00	\$1,330.00	\$100.00	
Totals					\$13,300.00	\$13,300.00

Summer
2021
Sales EG
101 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	194	194	\$20.00	\$3,880.00	\$100.00	
Totals					\$19,400.00	\$19,400.00

Summer
2021
Sales EG
102 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	161	161	\$20.00	\$3,220.00	\$100.00	
Totals					\$16,100.00	\$16,100.00

Summer
2021
Sales LT
201 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
LT 201 OER	44	44	\$10.00	\$440.00	\$100.00	
Totals					\$4,400.00	\$4,400.00

Fall 2021
Sales EG
101 OER

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	1615	1615	\$10.00	\$16,150.00	\$100.00	
Totals					\$161,500.00	\$161,500.00

Fall 2021
Sales EG
102 OER

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	601	601	\$10.00	\$6,010.00	\$100.00	
Totals					\$60,100.00	\$60,100.00

Fall 2021
Sales LT
201 OER

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
LT 201 OER	101	101	\$10.00	\$1,010.00	\$100.00	
Totals					\$10,100.00	\$10,100.00

Spring
2022
Sales EG
101 OER

<u>Course</u> <u>Text</u>	<u>#</u> <u>Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	467	467	\$10.00	\$4,670.00	\$100.00	
Totals					\$46,700.00	\$46,700.00

Spring
2022
Sales EG
102 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	1127	1127	\$10.00	\$11,270.00	\$100.00	
Totals					\$112,700.00	\$112,700.00

Spring
2022
Sales LT
201 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
LT 201 OER	119	119	\$10.00	\$1,190.00	\$100.00	
Totals					\$11,190.00	\$11,190.00

Summer
2022
Sales EG
060 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 060 OER	14	14	\$10.00	\$140.00	\$100.00	
Totals					\$1,400.00	\$1,400.00

Summer
2022
Sales EG
101 OER

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	135	135	\$10.00	\$1,350.00	\$100.00	
Totals					\$13,500.00	\$13,500.00

**Summer
 2022
 Sales EG
 102 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	156	156	\$10.00	\$1,560.00	\$100.00	
Totals					\$15,600.00	\$15,600.00

**Summer
 2022
 Sales LT
 201 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
LT 201 OER	44	44	\$10.00	\$440.00	\$100.00	
Totals					\$4,400.00	\$4,400.00

**Fall 2022
 Sales EG
 060 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 060 OER	97	97	\$10.00	\$970.00	\$100.00	
Totals					\$9,700.00	\$9,700.00

**Fall 2022
 Sales EG
 101 OER**

<u>Course Text</u>	<u># Enrolled</u>	<u># Sold</u>	<u>Price</u>	<u>Total</u>	<u>Savings</u>	
	20th Day			Sales	Maricopa Avg	
EG 101 OER	1560	1560	\$10.00	\$15,600.00	\$100.00	
Totals					\$156,000.00	\$156,000.00

**Fall 2022
 Sales EG
 102 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day			Sales	Maricopa Avg	
EG 102 OER	470	470	\$10.00	\$4,700.00	\$100.00	
Totals					\$47,000.00	\$47,000.00

**Fall 2022
Sales LT
201 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day			Sales	Maricopa Avg	
LT 201 OER	86	86	\$10.00	\$860.00	\$100.00	
Totals					\$8,600.00	\$8,600.00
						\$2,055,990.00

**Spring
2023
Sales LT
201 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day		\$10.00	Sales	Maricopa Avg	
LT 201 OER	88	88		\$880.00	\$100.00	
Totals					\$8,800.00	\$8,800.00
						\$2,064,790

**Spring
2023
Sales EG
060 OER**

Course Text	# Enrolled	# Sold	Price	Total	Savings	
	20th Day			Sales	Maricopa Avg	
EG 060 OER	87	87	\$10.00	\$870.00	\$100.00	
Totals					\$8,700.00	\$8,700.00
						\$2,073,490

**Spring
2023
Sales EG
101 OER**

	20th Day	# Sold	Price	Sales	Maricopa Avg	
EG 101 OER	1660		\$10.00	\$16,600.00	\$100.00	
Totals					\$166,000.00	\$166,000.00
						\$2,239,490

**Spring
2023
Sales EG
102 OER**

	20th Day	# Sold	Price	Sales	Maricopa Avg	
EG 102 OER	467		\$10.00	\$4,670	\$100.00	
Totals					\$46,700.00	\$46,700.00
						\$2,286,190

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

**TOPIC for DISCUSSION
Board Governance – Quarterly KORA Report**

REPORT:

The KORA quarterly report for requests received from 1/1/2023 through 3/31/2023 is included.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kim Krull, President
Supervisor: Forrest Rhodes, Board Chair
Date: April 1, 2023

Kansas Open Records Act Ending March 31, 2023

Date Received	Requested From	Subject	Language of Request	Date of Resolution
1/4/2023	Stephanie Rose srose@csa.canon.com	Copier Data	Lease and Maintenance/Service contracts to all copier and printer equipment; Contracts pertaining to any managed print services; Six months of related invoices.	3/27/23 Waiting for payment before disclosing
1/4/2023	Allium Data	Insurance	insurance purchased and last employee benefits insurance renewal summary for health, dental and vision plans sponsored by the school district.	1/6/2023
1/10/2023	Trustee Smith	Projectors	Requested projector disposal and Projector upgrades information	1/12/2023
2/3/2023	Trustee Winslow	#40 Dual Credit New Form	Copy of New Form for parents of dual credit students to sign that would indicate BCC course subject matter might be controversial.	2/10/2023
3/8/2023	Robles with Allstate	Police Video	Video of vehicle accident in parking lot on March 6, 2023. No injuries	3/9/2023
3/8/2023	Trustee Winslow	KORA #41 Rosehill Construction	1) How many college/hs students have enrolled in construction program in Rose Hill? What semesters? 2) How many college/hs students have enrolled in Andover for any offered construction classes? What semesters? 3) What classes relating to any type of construction does BCC currently offer? Include all trades considered construction trade please, and if not offered in Andover, please tell us what classes are offered and where these classes are offered. 4) What are the plans for the "construction" program right now?	In process
3/13/2023	Student	Police Video	Video of vehicle accident in parking lot on March 6, 2023. No injuries	3/13/2023

**TOPIC for Discussion
Renewal Evisions Software**

REPORT:

Information Services is requesting renewal of the Evisions Software License agreement and software maintenance and support agreement. Butler currently utilizes a suite of three applications from Evisions; Argos, Intellecheck, and Form Fusion. These applications are integral to Butler’s business processes and reporting needs.

- Argos is an enterprise reporting platform. This is Butler’s primary reporting application for generating reports from Banner data and it is used on a daily basis by all functional business groups. Argos replaced the use of Oracle Reports for primary reporting after the Oracle Forms & Reports product, which was required for older versions of Banner, reached end of life. Butler currently has approximately 350 reports available in Argos, with more being developed regularly.
- Intellecheck is a utility for formatting checks which supplements the very limited capabilities available from the Banner Finance and Human Resource modules. It integrates to Banner and provides the capability of formatting check output to utilize any needed paper form. It also provides automated notifications of direct deposit transactions. Intellecheck is utilized by the Accounts Payable and Payroll departments.
- Form Fusion is a Banner-integrated utility which allows the customization of output from Banner processes, including adding additional information which is not included in the output Banner produces. At Butler, this is used to create custom designed Student Schedule/Bills and Purchase Orders.

Evisions Software License Agreement 5 year term

Total-

2023-2024	\$53,511
2024-2025	\$55,116
2025-2026	\$56,770
2026-2027	\$58,473
2027-2028	\$60,228

RECOMMENDED ACTION:

This information is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

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

Supervisor: Dr. Kim Krull, President

Date: March 24, 2023

Evisions, LLC
440 Exchange Suite #200
Irvine, CA 92602

11/14/2022

Butler Community College
901 South Haverhill Rd.
El Dorado, Kansas 67042-3280
United States

Dear Amy Kerschner,

The purpose of this letter agreement is to amend the terms of the current Software License Agreement and the Maintenance Agreement in place between Client and Evisions, LLC (“**Evisions**”). All capitalized terms not defined herein shall have the meanings set forth in the Maintenance Agreement. Reference is made to the below listed agreements that have been entered into by and between Client and Evisions:

1. Evisions Software License Agreement, dated 11/05/2010 (“**Software License Agreement**”);
2. Evisions Software Maintenance and Support Agreement, dated 02/09/2010 the (“**Maintenance Agreement**”); and
3. Addendum to Evisions Software License Agreement and Software Maintenance and Support Agreement, dated 02/01/2020 (the “**Addendum**”, and collectively with the Software License Agreement and the Maintenance Agreement, the “**Contract Documents**”).

As you know, Client entered into the Software License Agreement and Maintenance Agreement with Evisions. These two agreements were later amended by the Addendum, which (1) extended the Term of the Maintenance Agreement for an additional three (3)-year period (the “**First Extension Term**”) and (2) provided the Annual Subscription Fees for the First Extension Term. Pursuant to the Addendum, the First Extension Term will end on 06/30/2023.

In order to ensure continued use of the Covered Software and other support services in accordance with the terms and conditions of the Maintenance Agreement, Client and Evisions have now agreed that upon expiration of the First Extension Term, the Term will renew for an additional five (5) year period (the “**Second Extension Term**”) that will end on 06/30/2028. Upon expiration of the Second Extension Term, the Term will automatically renew for successive terms of one (1)-year (each a “**Renewal Term**”) unless Client notifies Evisions at least sixty (60) days prior to the expiration of the Second Extension Term or the then-current Renewal Term, as the case may be that the Term shall not be renewed. Notwithstanding anything to the contrary, in the Maintenance Agreement, there shall be no termination for convenience allowed for the Second Extension Term. Should Client elect to discontinue use of the licensed products prior to the end of the Second Extension Term, Client shall pay to Evisions the entire value of the remaining fees for the Second Extension Term, and all outstanding fees due under this letter agreement and the Contract Documents, within 45 days of the date of termination.

The annual fees for each one (1) year period of the Second Extension Term shall be as set forth in the Order Form that is attached as Exhibit A to this letter agreement. Upon expiration of the Second Extension Term, and for each Renewal Term thereafter, the annual subscription fees for the Covered Software will increase by four percent (4%) annually, unless otherwise agreed to in writing by the parties. For greater certainty, the fees for each Renewal Term after expiration of the Second Extension Term shall be equal to the fees for the immediately preceding year plus four percent (4%). Evisions shall invoice Client annually for payments due during the Term and for any subsequent extensions of this Agreement.

Except as set forth in this letter agreement, the Contract Documents shall continue in accordance with their terms.

Each person signing this letter agreement is signing in their capacity as a duly appointed representative of the Evisions or Client. This letter agreement is effective on the date first set forth above.

Sincerely,

Evisions LLC

By: _____
Name: Jennifer Fleissner
Title: CFO

Agreed and acknowledged by:
Butler Community College

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Order Form
Covered Software and Pricing for
Butler Community College

SUBSCRIPTION FEE*

Product	Subscription Period			Amount
Argos Enterprise for Subscription	7/1/2023	through	6/30/2024	\$ 30,830
	7/1/2024	through	6/30/2025	\$ 31,755
	7/1/2025	through	6/30/2026	\$ 32,708
	7/1/2026	through	6/30/2027	\$ 33,689
	7/1/2027	through	6/30/2028	\$ 34,700
FormFusion Enterprise for Subscription	7/1/2023	through	6/30/2024	\$ 16,022
	7/1/2024	through	6/30/2025	\$ 16,503
	7/1/2025	through	6/30/2026	\$ 16,998
	7/1/2026	through	6/30/2027	\$ 17,508
	7/1/2027	through	6/30/2028	\$ 18,033
IntelleCheck AP Enterprise for Subscription	7/1/2023	through	6/30/2024	\$ 4,781
	7/1/2024	through	6/30/2025	\$ 4,924
	7/1/2025	through	6/30/2026	\$ 5,072
	7/1/2026	through	6/30/2027	\$ 5,224
	7/1/2027	through	6/30/2028	\$ 5,381
IntelleCheck Payroll Enterprise for Subscription	7/1/2023	through	6/30/2024	\$ 1,878
	7/1/2024	through	6/30/2025	\$ 1,934
	7/1/2025	through	6/30/2026	\$ 1,992
	7/1/2026	through	6/30/2027	\$ 2,052
	7/1/2027	through	6/30/2028	\$ 2,114

SUBSCRIPTIONS INCLUDE:

Argos Annual Subscription - Includes: Argos Enterprise, Scheduling & Delivery, Free Form SQL, OLAP, API, Interactive Charts, DataBlock Connector, Cloud Connector, Salesforce Connector, Clustering (Up to 3 Nodes)

FormFusion Annual Subscription - Includes: FormFusion Enterprise, Email, Imaging, PL SQL Script Director and DocuSign Integration

IntelleCheck Accounts Payable Annual Subscription - Includes: IntelleCheck Accounts Payable Enterprise, Email, Direct Deposit and Positive Pay

IntelleCheck Payroll Annual Subscription - Includes: IntelleCheck Payroll Enterprise, Email, Direct Deposit and Positive Pay

*Fee for (5)-year renewal terms to be increased as set forth above.

TOPIC for Discussion
Trustee Information Request – Computer Replacement Plan

REPORT:

Trustee Winslow requested specific information relating to the computer refresh presented at the March Work Session and scheduled for this coming summer. Further discussion and clarification is needed on the information request.

RECOMMENDED ACTION:

This item is for discussion purposes.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kim Krull, President
Supervisor: Forrest Rhodes, Board Chair
Date: March 29, 2023

TOPIC for Discussion
Trustee Information Requests – General Discussion

REPORT:

Trustee Rhodes has requested an item to discuss information requests from Trustees.

RECOMMENDED ACTION:

This item is for discussion purposes.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Forrest Rhodes, Board Chair
Date: March 29, 2023

BOARD ACTION ITEMS

TOPIC for ACTION

Early Childhood Business Administration Technical Certificate

REPORT:

The Butler Community College Early Childhood Education Department is seeking Board approval to recognize the new Early Childhood Business Administration Certificate as a technical certificate program. Prior to submission to the Kansas Board of Regents for approval of this certificate program with a Cert A designation, it must be approved by the Board. Designation as a Cert A by KBOR will allow students access to financial aid opportunities.

A technical certificate program offers an industry-recognized credential by completing at most 30 credit hours of course work. The Butler Early Childhood Business certificate would require 18 credit hours of course work, which would include:

- BA 104: Computer Concepts and Applications (3 credit hours)
- BA 109. Entrepreneurship (3 credit hours)
- BA 211. Computerized Accounting (3 credit hours)
- CD 123. Principles of Early Childhood Education 2 (3 credit hours)
- CD 222. Child Care Administration (3 credit hours)
- CD 226. Building Relationships with Families (3 credit hours)

Many early childhood programs and child care centers closed during and after the pandemic resulting in only 36% of Butler County's identified needed capacity for child care slots being met and 41% being met in Sedgwick County. The Butler Community College Early Childhood Business Administration Certificate will help students develop the skills needed to create new child care facilities and home-based centers to address some of the remaining need in the area.

Butler currently offers all the coursework for the Early Childhood Business Administration Certificate so no additional cost will be incurred by offering this as a technical certificate. Additionally, each course is available online so the certificate will be available to all early childhood professionals in Kanas who are seeking completion of the educational components of the Kansas Early Childhood Director's Credential. Students who have already completed the Early Childhood AAS degree will only need to complete two additional courses to earn this new certificate. Recognition of this certificate will make it a program that is financial aid eligible thus making it more affordable to students.

RECOMMENDED ACTION:

Board approval to recognize the Early Childhood Business Administration Certificate as a technical certificate program.

RECOMMENDED FUNDING SOURCE:

No additional funding is required.

Submitted by: Teresa Thompson, Chair of Early Childhood Education
Supervisor: Dr. Julio Guerrero, Dean of Health, Education, and Public Services
Date: March 27, 2023

New Program Request Form

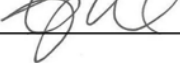
CA1

General Information

Institution submitting proposal	Butler Community College
Name, title, phone, and email of person submitting the application (<i>contact person for the approval process</i>)	Tom Nevill, Vice President of Academics tnevill@butlercc.edu, 316.322.3110
Identify the person responsible for oversight of the proposed program	Julio Guerrero, Dean of Health Science (316) 322-3146, jguerrero6@butlercc.edu
Title of proposed program	Early Childhood Business Administration
Proposed suggested Classification of Instructional Program (CIP) Code	19.0708
CIP code description	<p>Title: Child Care and Support Services Management. Definition: A program that focuses on the provision and management of child care services and that prepares individuals to plan, design, and manage child care facilities and programs that meet children's developmental needs and interests and that provide safe and healthy environments. Includes instruction in child development and psychology; home- and institution-based child care; identification of diseases, injuries, and psychological trauma and applicable referrals; parent relations; personnel and business management principles; and related laws and policies.</p>
Standard Occupation Code (SOC) associated to the proposed program	11-9031.00 39-9011.00
SOC description	<p>11-9031.00 Education and Childcare Administrators, Preschool and Daycare Definition: Plan, direct, or coordinate academic or nonacademic activities of preschools or childcare centers and programs, including before- and after-school care. Sample of reported job titles: Childcare Director, Early Head Start Director, Education Coordinator, Education Director, Education Site Manager, Preschool Director, Preschool Program Director, Principal, Site Coordinator</p> <p>39-9011.00-Title: Childcare Workers Definition: Attend to children at schools, businesses, private households, and childcare institutions. Perform a variety of tasks, such as dressing, feeding, bathing, and overseeing play. Sample of reported job titles: Caregiver, Child Care Worker, Child Caregiver, Childcare Provider, Childcare Worker, Daycare Teacher, Daycare Worker, Infant Teacher, Toddler Teacher</p>

CA1-AY24 Early Childhood Business Administration CERTA

Number of credits for the degree and all certificates requested	18
Proposed Date of Initiation	Fall 2023 (AY24)
Specialty program accrediting agency	N/A
Industry certification	N/A

Signature of College Official  _____
Date 3/8/23 _____

Signature of KBOR Official _____
Date _____

Number of credits for the degree and all certificates requested	18
Proposed Date of Initiation	Fall 2023 (AY24)
Specialty program accrediting agency	N/A
Industry certification	N/A

Signature of College Official  _____
Date 3/8/23 _____

Signature of KBOR Official _____
Date _____

Along with learning the basics of early childhood education, they will meet the following objectives:

- Students will learn how to implement the principles of administration and organization of child care programs.
 - Students will build technology literacy skills.
 - Students will learn the basic issues, strategies and concepts involved in starting and managing a small business.
 - Students will learn about using commercial accounting software to apply principles and procedures of accrual accounting.
- List and describe the admission and graduation requirements for the proposed program.
Program admission follows Butler Community College procedure on admissions.
 - Complete the Application for Admission
 - Submit official transcripts from each institution for prior coursework to be used toward a degree program.
 - Placement Test Requirements: Degree seeking students and those enrolling in math or English courses must meet placement test requirements (ACT/SAT scores taken within last 3 years, Butler placement test, Accuplacer test, or college transcripts showing completion of course prerequisites)
 - Submit proof indicating proper residence classification for tuition costs.Graduation Requirement
 - Minimum 2.0 GPA at Butler Community College
 - Attain a grade of C or better in all required courses
 - Complete a Butler Community College degree application form

Demand for the Program

- Using the Kansas Department of Labor's Long Term Occupational Outlook, (<https://klic.dol.ks.gov>) identify employment trends and projections: occupational growth, occupational replacement rates, estimated annual median wages, and typical education level needed for entry.
- Show demand from the local community. Provide letters of support from at least three potential employers, which state the specific type of support they will provide to the proposed program.
- If the program/coursework will be made available to high school students, provide letters of support from local high schools and/or districts that intend to participate.
- Describe how the Perkins Comprehensive Local Needs Assessment supports the program initiation.
- Describe/explain any business/industry partnerships specific to the proposed program. *If a formal partnership agreement exists, agreement explaining the relationship between partners and documenting support to be provided for the proposed program must be submitted to the Board office independent from the CA1 materials for review purposes. The agreement will not be published or posted during the comment period.*

Duplication of Existing Programs

- Identify similar programs in the state based on CIP code, title, and/or content. For each similar program provide the most recent K-TIP data: name of institution, program title, number of declared majors, number of program graduates, number of graduates exiting the system and employed, and annual median wage for graduates existing the system and employed.

- Was collaboration with similar programs pursued:
 - Please explain the collaboration attempt or rationale for why collaboration was not a viable option.

Program Information

- List by prefix, number, title, and description all courses (including prerequisites) to be required or elective in the proposed program.
 - BA 104. Computer Concepts and Applications.** 3 credit hours. Prerequisite: The student must have a typing speed of at least 20 words per minute (a pretest will be given). This course will enable the student to use the Windows operating system and Microsoft Office applications, including word processing, spreadsheet, database, and presentation graphics. The student will build technology literacy skills by practicing essential computer concepts. The learning outcomes and competencies specified by the Kansas Core Outcomes Project for this course, as approved by the Kansas Board of Regents (Transfers as CSC 1010).
 - BA 109. Entrepreneurship.** 3 credit hours. This course will enable the student to analyze and explore the issues and strategies involved in starting and managing a small business. The student will go through the steps required to develop a business plan including marketing, organizing, financing, controlling, and managing risk.
 - BA 211. Computerized Accounting.** 3 credit hours. Prerequisite: BA 126 or BA 130 with a C or better. This course will enable the student to use commercial accounting software to apply principles and procedures of accrual accounting. The student will complete the accounting cycle: accounts receivable, accounts payable, payroll and inventories on commercial accounting software.
 - CD 123. Principles of Early Childhood Education 2.** 3 credit hours. This course will enable the student to define and explain components of developmentally appropriate practice (DAP) in a preschool early childhood environment. The student will create and design developmentally appropriate curriculum, positive guidance techniques, and methods for enhancing social, emotional, cognitive, physical motor, and language development. The student will be able to discuss and explain appropriate evaluations and assessment measures for a preschool age child.
 - CD 222. Child Care Administration.** 3 credit hours. This course will enable the student to implement the principles of administration and organization of childcare programs. The student will focus on record keeping, budgeting, facility management, family involvement, and the hiring, training, supervision, and evaluation of staff.
 - CD 226. Building Relationships with Families.** 3 credit hours. This course will enable the student to establish respectful and reciprocal relationships that support, value, and empower all families to be involved in their children's development and learning. The student will utilize communication methods and engagement strategies to involve and support family systems and create partnerships between home and school.
- If the proposed program includes multiple curricula (e.g., pathways, tracks, concentrations, emphases, options, specializations, etc.), identify courses unique to each alternative.
- Provide a Program of Study/Degree Plan for the proposed program including a semester-by-semester outline that delineates required and elective courses and notes each program exit point. See **APPENDIX D**.
- List any pertinent program accreditation available:
 - Provide a rationale for seeking or not seeking said accreditation.
 - If seeking accreditation, also describe the plan to achieve it.

Revised/Approved April 2022

There are currently no program accreditations available.

Faculty

- Describe faculty qualifications and/or certifications required to teach in the proposed program.

Cost and Funding for Proposed Program

- Provide a detailed budget narrative that describes all costs associated with the proposed program (physical facilities, equipment, faculty, instructional materials, accreditation, etc.).
- Provide detail on **CA-1a form**.
- Provide Excel in CTE fee details on the **CA-1b form**.
- If the program is requesting Perkins funding, provide details on the **CA-1c form**.
- If the program is requesting KS Promise Act eligibility, provide details on the **CA-1d form**.
- Describe any grants or outside funding sources that will be used for the initial startup of the new program and to sustain the proposed program.

Program Review and Assessment

- Describe the institution's program review cycle.

Program Approval at the Institution Level

- Provide copies of the minutes at which the new program was approved from the following groups:
 - Program Advisory Committee see **APPENDIX C**
(Including a list of the business and industry members)
 - Curriculum Committee
 - The Butler Community College Faculty Curriculum Team examines, recommends and approves all courses; it does not examine nor approve degree programs. Approved courses reflected in the attached pathway have been reviewed/approved by the division dean and the Vice President of Academics prior to final review/approval from our Board of Trustees.
 - Governing Board **PENDING**
(Including a list of all Board members and indicate those in attendance at the approval meeting)

Submit the completed application and supporting documents to the following:

Director of Workforce Development
Kansas Board of Regents
1000 SW Jackson St., Suite 520
Topeka, Kansas 66612-1368

APPENDIX A Butler County Point in Time Data Sheet



BUTLER County Point-In-Time Child Care Data

Generated on 1/23/2023

Census Data	
Total Number of Residents ¹	67,404
Total Number of Residents under 6 years ¹	4,617
Children under 6 years with all parents in family in labor force ¹	2,847
Median Household Income ¹	\$71,651
2022 (Current): Extent Desired Capacity Meets Potential Demand	36%
Potential Number of Child Care Slots Needed	1,834

Please note: The Extent Desired Capacity Meets Potential Demand % includes Licensed Family and Group Homes and Child Care Centers. Licensed Head Start Programs, Preschools and School Age programs are excluded. Potential Number of Child Care Slots Needed is calculated by subtracting the desired capacity from the number of children under 6 with all parents in the family in the labor force.

Child Care Information by Facility

Type of Licensed Child Care Facility	2020	2021	2022
Child Care Centers	12	11	12
Head Start (may exclude license exempt programs)	2	2	2
Licensed Family/Group Child Care Homes	66	60	58
Preschools	4	3	4
School Age Programs	12	11	6
Grand Total	96	87	82

Child Care Facility (Full Time, Full Year)	Number of Children Reported Enrolled	Desired Capacity (# of children facility is willing to accept)	Licensed Capacity (# of children facility is licensed to care for)
Child Care Centers	504	555	564
Licensed Family/Group Child Care Homes	406	458	560
Grand Total	910	1,013	1,124

Please note: Data may not be available for license exempt programs. Only full-time, full-year programs are included. All data is self-reported by child care programs.

Child Care Facility	Number of Children Reported Enrolled	Desired Capacity (# of children facility is willing to accept)	Licensed Capacity (# of children facility is licensed to care for)
Head Start (may exclude license exempt programs)	68	68	95
Preschools	150	138	140
School Age Programs	240	282	444
Grand Total	458	488	679

Data may not be available for license exempt programs. A child may be co-enrolled in a full time full year child care program as well as a preschool. Some programs may offer multiple sessions, resulting in the number of enrolled participant's to exceed the desired or licensed capacity. All data is self-reported by child care programs.

Child Care Facility	Provide Care During Evening Hours	Provide Care Overnight	Provide Care on the Weekends
Child Care Centers	1	1	1
Licensed Family/Group Child Care Homes	4	N/A	3
Grand Total	5	1	4

Please note: Programs may be listed in more than one category.

APPENDIX B Sedgewick County Point in Time Data Sheet



SEDGWICK County Point-In-Time Child Care Data Generated on 1/25/2023

Census Data	
Total Number of Residents ¹	520,467
Total Number of Residents under 6 years ¹	39,955
Children under 6 years with all parents in family in labor force ¹	27,945
Median Household Income ¹	\$60,593
2022 (Current): Extent Desired Capacity Meets Potential Demand	41%
Potential Number of Child Care Slots Needed	16,524

Please note: The Extent Desired Capacity Meets Potential Demand % includes Licensed Family and Group Homes and Child Care Centers. Licensed Head Start Programs, Preschools and School Age programs are excluded. Potential Number of Child Care Slots Needed is calculated by subtracting the desired capacity from the number of children under 6 with all parents in the family in the labor force.

Child Care Information by Facility

Type of Licensed Child Care Facility	2020	2021	2022
Child Care Centers	101	107	113
Head Start (may exclude license exempt programs)	4	3	4
Licensed Family/Group Child Care Homes	452	456	449
Preschools	15	17	16
School Age Programs	109	115	107
Grand Total	681	698	689

Child Care Facility (Full Time, Full Year)	Number of Children Reported Enrolled	Desired Capacity (# of children facility is willing to accept)	Licensed Capacity (# of children facility is licensed to care for)
Child Care Centers	6,798	7,849	8,681
Licensed Family/Group Child Care Homes	2,869	3,572	4,528
Grand Total	9,667	11,421	13,209

Please note: Data may not be available for license exempt programs. Only full-time, full-year programs are included. All data is self-reported by child care programs.

Child Care Facility	Number of Children Reported Enrolled	Desired Capacity (# of children facility is willing to accept)	Licensed Capacity (# of children facility is licensed to care for)
Head Start (may exclude license exempt programs)	255	242	326
Preschools	869	911	833
School Age Programs	6,504	9,607	11,979
Grand Total	7,628	10,760	13,138

Data may not be available for license exempt programs. A child may be co-enrolled in a full time full year child care program as well as a preschool. Some programs may offer multiple sessions, resulting in the number of enrolled participant's to exceed the desired or licensed capacity. All data is self-reported by child care programs.

Child Care Facility	Provide Care During Evening Hours	Provide Care Overnight	Provide Care on the Weekends
Child Care Centers	2	N/A	N/A
Licensed Family/Group Child Care Homes	93	13	49
Grand Total	95	13	49

Please note: Programs may be listed in more than one category.

APPENDIX C
Program Advisory Minutes

Butler Community College
Early Childhood Education
Program Advisory Committee Meeting Minutes
February 27, 2023

Butler Early Childhood Education Mission Statement: The Butler Community College Early Childhood Program offers training and education to develop responsible, highly competent, caring teachers that are capable of designing and implementing developmentally appropriate practices and environments for children.

In attendance: Christine Micklelesku, Kris Nicholson, Teresa Thompson, Dr. Julio Guerrero, Carrie Tiemeyer, Tiffany Smith, Ann Gascon, Andrea Eliot, Cathy Gray, Linda Swan, Tanya Bulluck, Na'Keva Bruner

Members Absent: Jamie Jellison & Brooke Wolf

Started with a meal at 6:00 pm. Brief introductions began at 6:30 pm and Kris Nicholson, Advisory Council Chair, called the meeting to order at 6:35 pm. Nicholson welcomed everyone.

Minutes from the previous meeting were shared via email prior to the meeting. Andrea Eliot made a motion to approve the Fall 2022 minutes. Ann Gascon seconded. Motion carried and minutes were approved with no corrections needed.

Guest, Aletra Chaney Profit, Director of Butler Career Services, introduced herself and gave a short talk about Career Services.

Program and Curriculum Review:

- Kris shared that adjunct faculty, Cathy Gray, was offered the full-time instructor position (Teresa's replacement) and accepted. It will be official when the background check is completed. She presented her with flowers from the Advisory council.
- Spring classes: 4 face to face classes and 3 online made; 2 face to face classes, Creative Experiences and Program and Curriculum Planning, didn't make. Both will be offered in the fall. See full schedule and numbers at the end of the minutes.
- Fall schedule: Fall enrollment will begin on the 20th. We are offering 3 online classes, 6 face to face, and all 4 practicums. Full Schedule sent out in email from Teresa with the agenda. She asked members to please share with their staff and other early childhood professionals who might be interested. She will be sending it out to other organizations and agencies (ECPO, ECDO, Licensing, etc.) to share as well.
- Textbook/Course work adoption update: Teresa shared the online CD122 Principles of EC I class with the new OER is going through QAT now; Beth will be teaching the class with the new OER first though, in person this fall. It will be offered online next spring. The new Interaction Techniques online class is being taught for the first time this semester. Jill will be beginning to create the new online course for CD135 Special Needs in EC class next. Adjunct faculty, Angela Pulaski retired from Butler at the end of the fall semester. No one else at Rainbows was interested in teaching the class so the decision was made to bring it "in house" and it will be taught by EC faculty. It will be online because right now, that's the easiest to staff. The dept. is looking at adding another NAEYC text to go along with the existing text. Angela left complete notes and materials to work with and a list of suggestions for the next instructor. Angela is also willing to work with Jill answering any questions. This class will not be offered in the upcoming fall as usual because Ed Tech was full of online classes to develop when Teresa checked in

December after accepting Angela's resignation. Jill will be creating it to first be taught next spring.

- Adjunct Faculty – Kris shared all adjuncts are observed/evaluated using the Butler Classroom Observation Report Form. Teresa will doing one on Cathy Gray later this semester. There is a possibility a new adjunct will be hired for fall to teach one of the face to face classes.
- Articulations –
 - Teresa wanted to make sure members knew the program has a state-wide articulation with all high schools who offer the complete Early Childhood Pathway. Students will get credit for Principles I. This will show up on their transcript after they have taken **12** other credits in EC at Butler.
 - K-state B.S. in Human Development & Family Science. – It looks like the recommendation from Advising (The EC Advisor and Head of Advising DeAnn Shimp) will be not to accept the proposal made by K-state. However, Susan Bowie and Mary Deluccie were going to have a Zoom today to talk over things and we haven't heard how that went.

Old Business

- Spring TOP Scholarships – 9 awarded for this spring. We have scheduled the TOP Fall enrollment dates at 2 of the sites – TOP North this Wednesday, March 1st and TOP South Monday, March 6th. TOP NW didn't have anyone interested. Along with EC Faculty, Butler personnel attending will be Susan Bowie and Alex Zarchan, the Assistant Director of Financial Aid.
- Perkins Grant for 2024 – Teresa will write for NAEYC conference.
- El Dorado Head Start Work Study for EC majors – Laryssa Stahl, who is in her last semester is participating. Teresa Shared that so far, we don't know of a new student to take her place.
- Marketing – The members held a discussion regarding the Summer Open House. Do we want the location to stay at Child Start? – Did we feel it was successful enough? Roughly 12 people came to last year's event and 6 enrolled right there on the spot. Do we think the summer is a good time (Last year was in July)? Mid-July was proposed again for this year. Andrea offered the community room at the downtown YMCA. It was proposed to market it 14 days ahead, not earlier. Date and location TBD.
- Marketing – Push cards that we worked on last semester were passed out by Teresa to members to disperse. Tiffany took 100 to hand out the initial site visit for new providers in Wichita. Tanya will give to Teresa her contact, Commander Jameson, at the Family Support Services on McConnel Air Force Base to pass out as well. Cathy will represent Butler EC at the March 25th Childcare Licensing 2nd Annual Training Palooza and Camp GWC June 24th.

New Business (Written reports from industry partners will be shared through email)

- ECE Business Administration Certificate: Teresa shared we have the Certificate A application completed and Peggy Krause shared it with a KBOR colleague to get feedback. It seems we misunderstood a requirement. To be under the same CIP code, a cert may only consist of classes that already exist in the AAS degree. We have a Zoom scheduled with that KBOR contact tomorrow to ask more questions, make suggestions, and listen to their advice. We are proposing 6 classes for the certificate. The two new classes could possibly be added as electives. Teresa asked if the board was supportive of seeking the full approval if we need to adjust the current AAS degree. Linda Swan made a motion to endorse the pursuit of the certificate program – Nakeya seconded the motion. Motion approved by the board.
- Child Start Scholarship Money: The EC Department is currently in the process of finalizing a new scholarship opportunity for Early Childhood Education majors between the department, Butler Foundations, and Child Start. The money, \$18,113, was received by Child Start through 2 subgrants from the Kansas Children's Cabinet and Trust Fund - the Wichita Child Care Access Program grant and the Quality Beginnings Rural Grant. The scholarship will be awarded to Early Childhood Education students taking certificate qualifying classes who reside in Butler, Cowley,

Harvey, Sedgwick, or Sumner counties. The purpose of the grants and the scholarships are to help impact the local workforce as one of the stipulations for it to be awarded is the student being employed by a local state licensed early childhood program or own a state licensed family childcare program. Child Start will provide the screening process to ensure this is met.

- Technical Programs AY2022 Summary of Follow Up Employment and Wage Summary Report: Teresa presented on the data shared from the surveys turned in from 9 of our graduates who participated. These surveys were sent out by Butler's Institutional Research & Effectiveness Department.
- Core Competencies Update: Teresa shared after working together for 1 ½ years researching 14 different national and state competencies and standards, the Workforce Advisory, Subcommittee Core Competency Group sent their recommendations to the Kansas Children's Cabinet and Board in December and was formally approved to move forward with the work to create the new Kansas Core Competencies. With approval given from the Nebraska Office of Early Childhood, Kansas will adapt the Nebraska Core Competencies for Early Childhood Professionals, <https://www.education.ne.gov/wp-content/uploads/2019/06/Core-Comps.pdf>. These Core Competencies have the levels set up by knowledge base (using Blooms Taxonomy) instead of experience based like our existing ones are now. The intention of this is so each provider level would show actionable competencies and a professional progression. The focus is on making this a user-friendly document that early childhood professionals can easily understand and use. They are making sure to transfer any components that are in the current Ks Core Competences that they feel still need to be represented. They are also being mindful to utilize the NAEYC Advancing Equity in Early Childhood Education Position Statement throughout the work, <https://www.naeyc.org/resources/position-statements/equity>. The sub-committee usually meets monthly for 2 hours on the 4th Tuesday of each month, however, the group will meet in person for a full day on March 23rd and half a day on the 24th. There will be another in person meeting at the end of May. Select core competencies are represented in every course outline in the EC Department. The competencies listed for each class are represented in the course content.
- Teresa's Retirement: Teresa's Butler retirement celebration will here on the Andover campus in the Grizzly Den on May 5th from 3 to 5. A retirement celebration for the EC community and friends will be Saturday, May 6th from 3 to 5 @ Chicken and Pickle. You are all invited to attend either celebration if you'd like!

Industry Partner Reports: (All those with no additional comments were sent to members in an email prior to the meeting.)

- Child Care Aware (Kris)
- Child Start (Tanya)
- KSAEYC (Cathy)
- ECPO (Ann)
- Quality Care Services Inc. (Brooke)
- Childcare Licensing (Tiffany S.)
- KCCTO (Jamie)
- YMCA (Andrea) – The YMCA Andover campus will be hosting a prayer breakfast for the community to gather sometime this spring. Andrea invited all boards members to attend. Date and time are TBD and Andrea will share with the group once the date is set.
- Additional reports/sharing/questions

Fall Class Numbers

CD123 Principles of EC II – 13 enrolled; Beth teaching

CD124 Infant/Toddler Development – 22 enrolled; Teresa teaching online

CD125 Health and Nutrition – 25 enrolled; Cathy teaching online

CD213 Family Child Care Practicum I – 1 enrolled; Teresa teaching CD222 Child Care Administration – 10 enrolled; Jill teaching.

Revised/Approved April 2022

CD223/224 Child Care Practicum I and II – 13 enrolled; Teresa teaching
CD225 Interaction Techniques – 19 enrolled; Caroline teaching online
CD226 Building Relationships with Families – 11enrolled; Cathy teaching
CD295 Leadership in EC – 10 enrolled; Teresa teaching

Members filled out the CTE Advisory Committee Member Surveys before leaving.

Carrie Tiemeyer made a motion to adjourn the meeting. Christine Mickelesku seconded the motion.
Meeting adjourned at 7:53 pm.

Minutes submitted by Tiffany Smith

APPENDIX D
Draft Early Childhood Business Administration Pathway

Early Childhood Business Administration Certificate

Program Information

This is a vocationally oriented program that includes 9 hours of Early Childhood Education courses and 9 hours of Business Administration courses. By completing this certificate program, students will learn about starting up a child care business, center or home based. Part of being a successful business owner is having the financial knowledge to start up and sustain the business. This program addresses the concepts needed for students to achieve this.

Along with learning the basics of early childhood education, they will meet the following objectives:

- Students will learn how to implement the principles of administration and organization of child care programs.
- Student will build technology literacy skills.
- Students will learn the basic issues, strategies and concepts involved in starting and managing a small business.
- Students will learn about using commercial accounting software to apply principles and procedures of accrual accounting.

Students may add additional early childhood hours and general education requirements to this certificate to complete an associate's degree.

First Term: 6 Credit Hours

[CD 123. Principles of Early Childhood Education 2 \(O\)](#) Credits: 3 ♦

[BA 104. Computer Concepts and Applications \(O, T▶\)](#) Credits: 3

[CD 222. Child Care Administration \(O\)](#) Credits: 3

Second Term: 6 Credit Hours

[CD 226. Building Relationships with Families \(O\)](#) Credits: 3

[BA 109. Entrepreneurship \(O\)](#) Credits: 3

[BA211. QuickBooks® \(O\)](#) Credits: 3

Total Degree Pathway Credit Hours: 18

TOPIC for Action
2023 Laptop Replacement Plan

REPORT:

Annually, Butler Community College budgets for computer replacement and technology replacement to upgrade and maintain aging classroom and collaboration equipment including laptops and workstations. As part of this budgeted action, Information Services recommends the purchase of Dell laptops to replace classroom labs and staff laptops using the Kansas Board of Regents contract. The Dell laptops have been standard for many years and designed for student and enterprise use. They have proven to be reliable equipment. The current Dell 3380 laptops used throughout the College classrooms do not meet the TPM requirements and need to be replaced. Additionally, because the Dell Latitude 3380 laptops are approaching 5-6 years old, students are impacted by degraded battery life and thus encounter problems when laptops are used for all day testing. Information Services is requesting approval to purchase this equipment utilizing currently budgeted funds and the Information Services Technology project fund. Once approved, staff can begin refreshing classrooms and offices during the summer down time to ensure classrooms will be ready for returning fall students.

Dell Direct - \$494,474.00

- Dell Latitude 7320 (\$437,619.00)
- Dell Latitude 7420 2-in-1 (\$56,855.00)

Lenovo/CDWG - \$561,729.00

- Lenovo K14 (\$440,300.00)
- Lenovo ThinkPad X1 Yoga 2-in-1 (\$121,429.00)

HP/TGS - \$485,618.00

- HP ProBook 440 G9 (\$485,618.00)
- 2-in1 option does not meet minimum quote standards

RECOMMENDED ACTION:

We recommend the purchase of 783 Dell laptops from Dell for a total not to exceed \$494,474.00

RECOMMENDED FUNDING SOURCE:

Current Computer Replacement and Technology Replacement Budget, Information Services

Submitted by: Bill Young, Vice President of Digital Transformation / CIO
Supervisor: Dr. Kim Krull, President
Date: April 11, 2023



Prepared For	Shipping To	Prepared By	Details
Butler Community College 901 S Haverhill Rd El Dorado, KS 67042 Bill Young wyoung@butlercc.edu (316) 323-6363	Butler Community College Bill Young 901 S Haverhill Rd El Dorado, KS 67042 wyoung@butlercc.edu (316) 323-6363	Technology Group Solutions Nora Pagels 913-451-9900 npagels@tgs-mtc.com	BCC HPE Replacement Laptops v3 Quote #: 032426 Version: 1 Delivered: 03/13/2023 Expires: 04/07/2023

Products

Item	Description	Price	Qty	Ext. Price
4D7R1AV	HP IDS UMA i3-1215U 440 G9 BNBPC	\$183.46	600	\$110,076.00
1Y632AV	Electronic Energy Star labeling (EStar)	\$1.05	600	\$630.00
4S8H0AV	OST Win 11 Pro 64	\$131.79	600	\$79,074.00
4SS11AV#ABA	OS Localization U.S. - English localization	\$1.05	600	\$630.00
4D7V3AV	DM HD USB2 WFOV Intgrtd Cam	\$3.16	600	\$1,896.00
4D7W2AV	14 HD AG LED SVA 250 fHDC NWBZ bent	\$26.36	600	\$15,816.00
4D829AV	16GB (1x16GB) DDR4 3200	\$126.52	600	\$75,912.00
4D9N6AV	256GB PCIe NVMe Value SSD	\$68.53	600	\$41,118.00
4D9N2AV	PKS PLA ID	\$0.52	600	\$312.00
4D837AV	Intel AX211 Wi-Fi6e 160MHz +BT5.2 WLAN	\$5.27	600	\$3,162.00
4F047AV	No WWAN	\$0.52	600	\$312.00
4D9N3AV	MISC No Fingerprint Sensor	\$0.52	600	\$312.00
4D825AV	RH Long Life 42Whr FstCrg 3 cell Batt	\$15.82	600	\$9,492.00
4D823AV	65 Watt Smart nPFC RA AC Adapter	\$3.16	600	\$1,896.00
4H4J7AV#ABA	Clickpad SR	\$7.38	600	\$4,428.00
4G525AV#ABA	Country Localization	\$0.52	600	\$312.00
4G548AV#ABA	C5 1.0m stkr CNVTL Power Cord	\$1.05	600	\$630.00
4F055AV#ABA	1/1/0 Warranty	\$20.03	600	\$12,018.00
4N733AV	HP Tamper Lock	\$0.52	600	\$312.00
4F049AV	Standard Packaging	\$1.05	600	\$630.00
3E758AV	Electronic TCO Certified labeling	\$1.05	600	\$630.00
4E8Q9AV	InTile Capable	\$0.52	600	\$312.00



Products

Item	Description	Price	Qty	Ext. Price
4W1H3AV	Core i3 sz3 G12 Label	\$0.52	600	\$312.00
52Y69AV	Wolf Grey Security Unit Label	\$0.52	600	\$312.00
UK707E	HP 3y Pickup and Return NB Only SVC ,Commercial Mobile TC PCs with 1/1/0 Wty,3y Pickup and Return service,CPU only,HP picks up,repairs/replaces,returns unit.8am-5pm,Std bus days excl HP hol. 3d T	\$78.85	600	\$47,310.00
Subtotal:				\$407,844.00

Services

Item	Description	Price	Qty	Ext. Price
TGS Services	TGS Services <u>Details</u> Asset Tagging = \$6,300 Warehouse Staging = \$450 Project Coordination = \$850 Asset Tags = \$800 Total = \$8,400	\$8,400.00	1	\$8,400.00
Subtotal:				\$8,400.00

Quote Summary

Description	Amount
Products	\$407,844.00
Services	\$8,400.00
Total:	\$416,244.00

Taxes, shipping, handling and other fees may apply. Any quote that is purchased via VISA or MasterCard will include a processing fee of 2.5% We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Customer Name: BUTLER COUNTY
CMTY COLLEGE
Customer Number: 1213347090

Lenovo (United States) Inc.



Quantity Restricted

Bid Request No. BRPNS003924909 V2

Sales Representative: Dave Walczak

Created On: 28-Mar-2023

Phone Number: 312-547-2260

Last Updated: 28-Mar-2023

Email: davewal@cdw.com

Lenovo Master Contract No. MC98089304

Lenovo Pricing Contract: 5322586296

Customer Contract No. INDIRECT

This Lenovo quote will be released to distribution and should be used to generate your final pricing, after distributor markup, to our customer. Channel Partners, please work with your distributor before generating your final pricing quote to our end-user customer. Once you know an order is forthcoming, please let me know so I can ensure this bid pricing is released to distribution for order placement and fulfillment.

PRODUCT AND SERVICE DETAILS

Part Number	Description	F/B	Qty	List Price	Unit Price	End Date	Total
20Y0S7J400	Notebook ThinkPad X1 Yoga Gen 6 Win 11 Home	F	83	4,220.00	1,400.30	27-Mar-2024	116,224.90
20Y0S7J500	Notebook ThinkPad X1 Yoga Gen 6 Win 11 Pro	F	83	4,300.00	1,463.00	27-Mar-2024	121,429.00

CONFIGURATION DETAILS

Part Number	SKU (MTM_VK)	Component	Description	Qty
20Y0S7J400			Notebook ThinkPad X1 Yoga Gen 6 Win 11 Home	83
	5WS0U26638	SERVICE	WARRANTY 3Y Premier Support	1
	20Y0_VK00061089	Country/Region	USA	1
	20Y0_VK00028571	Preload Type	Standard Image (Preload)	1
	20Y0_VK00110008	Preload OS	Windows 11 Home 64	1
	20Y0_VK00071385	Color	Grey	1
	20Y0_VK00061665	vPro Certified Model	No vPro Certified	1
	20Y0_VK00104244	Athena Certified Model	Evo Certified	1
	20Y0_VK00107557	Graphics	Integrated Intel® Iris® Xe Graphics	1
	20Y0_VK00104035	Processor	11th Generation Intel® Core™ i7-1185G7 vPro® Processor (3.00 GHz up to 4.80 GHz)	1
	20Y0_VK00077395	Onboard Memory	16 GB LPDDR4X-4266MHz (Soldered)	1
	20Y0_VK00081460	Wireless LAN	Intel® Wi-Fi 6 AX201 2x2 AX vPro® & Bluetooth® 5.1 or above	1
	20Y0_VK00069954	Security Chip Setting	Enabled Discrete TPM2.0	1
	20Y0_SBB0Z40328	System Unit	X1Y6 i7-1185G7 VP IG+16G+AX201	1
	20Y0_VK00080006	Absolute BIOS Selection	BIOS Absolute Enabled	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	20Y0_VK00085865	Intel Trusted Device Setup	No Intel Drop Ship Setup	1
	20Y0_VK00095788	Secured Core L3 Enabled	No Level 3 Security	1
	20Y0_VK00104001	CO2 Neutral Label	No CO2 Neutral Label	1
	20Y0_VK00061518	WWAN Selection	No WWAN	1
	20Y0_VK00106392	Display	14" WUXGA (1920 x 1200), IPS, Anti-Reflection/Anti-Smudge, Touch, 100%rRGB, 400 nits, Narrow Bezel	1
	20Y0_VK00095767	Human Presence Detection	No Human Presence Detection	1
	20Y0_VK00085805	Electronic Privacy Filter	No ePrivacy Filter	1
	20Y0_VK00061401	Camera	720P HD with Array Microphone	1
	20Y0_VK00061132	Fingerprint Reader	Fingerprint Reader	1
	20Y0_VK00074146	Integrated Wireless Antenna	No WWAN Antenna	1
	20Y0_SBB0Z40335	Display Shell	14" WUXGA (1920 x 1200) IPS Anti Reflection/Anti Smudge 400nits Multitouch Narrow Bezel 100%rRGB,720 HD Camera, Mic	1
	20Y0_VK00061806	NFC	No NFC	1
	20Y0_VK00085818	Wireless WAN	No Wireless WAN	1
	20Y0_VK00085819	WWAN SIM Card	No WWAN SIM Card	1
	20Y0_VK00106370	Battery	4 Cell Li-Polymer 57Wh	1
	20Y0_SBB0S91915	Storage Selection	256 GB SSD M.2 2280 PCIe TLC Opal	1
	20Y0_SBB0Z40351	Lenovo Pen	Lenovo Integrated Pen	1
	20Y0_VK00085806	Ethernet Dongle	No Ethernet Dongle	1
	20Y0_VK00085807	Graphic Dongle	No Graphic Dongle	1
	20Y0_VK00061650	Package Box Type	Standard Packaging	1
	20Y0_SBB0Q57300	Power Adapter	65W AC Adapter PCC (2pin)-US (USB Type C)	1
	20Y0_SBB0Q25391	Keyboard	Backlit, Grey with Fingerprint Reader - English	1
	20Y0_VK00111001	Preload Language	Windows 11 Home 64 English	1
	20Y0_VK00112003	OS DPK	W11 Home Plus	1
	20Y0_SBB0V88740	Publication	Publication - Polish/Portuguese/English	1
	20Y0_VK00087777	Custom Asset Tag	Essential Asset Tag	1
	20Y0_VK00087771	BIOS Customization	Custom BIOS Settings	1
	20Y0_VK00105290	Transparent Supply Chain	No Transparent Supply Chain	1
	20Y0_VK00110995	OS Type	Windows 11 Standard	1
	20Y0_VK00061438	GEO	NA	1
	20Y0_SBB0N10538	Package Box	Standard	1
	20Y0_SBB0U37678	System Unit 2nd	D-Cover WLAN GY	1
	20Y0_SBB0S70760	CPU Label	Evo Core i7	1
	20Y0_SBB0X80861	Publication 2	PUB POL/POR/BUL/BRL/SPA/ENG	1
	20Y0_SBB0S70558	ASCII PW Support on BIOS	KBL_ID_ENG_KBLANG_409	1
	20Y0_VK00071091	Warranty	3 Year On-site	1
	20Y0_VK00106648	Adobe Creative Cloud	None	1
	20Y0_VK00061584	Adobe Elements	None	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	20Y0_VK00061583	Adobe Acrobat	None	1
	20Y0_VK00061137	Microsoft Office	None	1
	20Y0_VK00061664	Security Software	None	1
	20Y0_VK00104248	Cloud Security Software	None	1
	20Y0_VK00061644	Keyboard Patch	None	1
	20Y0_VK00087796	Custom Image Type	None	1
	20Y0_VK00061495	Image Management	None	1
	20Y0_VK00061474	Cloud Recovery	None	1
	20Y0_VK00087801	Hard Drive Encryption	None	1
	20Y0_VK00087803	Premier Asset Tag	None	1
	20Y0_VK00104249	Common Others2	None	1
	20Y0_VK00104250	Common Others3	None	1
	20Y0_VK00104251	Common Others4	None	1
	20Y0_VK00104252	Common Others5	None	1
	20Y0_VK00087797	Future Services 1	None	1
	20Y0_VK00087798	Future Services 2	None	1
	20Y0_VK00087799	Future Services 3	None	1
	20Y0_VK00087800	Future Services 4	None	1
	20Y0_VK00106400	X1Y6 Others1	None	1
	20Y0_VK00106401	X1Y6 Others2	None	1
	20Y0_VK00106402	X1Y6 Others3	None	1
	20Y0_VK00106403	X1Y6 Others4	None	1
	20Y0_VK00106404	X1Y6 Others5	None	1
	20Y0_VK00061646	Microsoft Label	None	1
	20Y0_VK00084910	Warranty Card	None	1
20Y0S7J500			Notebook ThinkPad X1 Yoga Gen 6 Win 11 Pro	83
	5WS0U26638	SERVICE	WARRANTY 3Y Premier Support	1
	20Y0_VK00061089	Country/Region	USA	1
	20Y0_VK00028571	Preload Type	Standard Image (Preload)	1
	20Y0_VK00110011	Preload OS	Windows 11 Pro 64	1
	20Y0_VK00071385	Color	Grey	1
	20Y0_VK00061666	vPro Certified Model	vPro Certified	1
	20Y0_VK00104244	Athena Certified Model	Evo Certified	1
	20Y0_VK00107557	Graphics	Integrated Intel® Iris® Xe Graphics	1
	20Y0_VK00104035	Processor	11th Generation Intel® Core™ i7-1185G7 vPro® Processor (3.00 GHz up to 4.80 GHz)	1
	20Y0_VK00077395	Onboard Memory	16 GB LPDDR4X-4266MHz (Soldered)	1
	20Y0_VK00081460	Wireless LAN	Intel® Wi-Fi 6 AX201 2x2 AX vPro® & Bluetooth® 5.1 or above	1
	20Y0_VK00069954	Security Chip Setting	Enabled Discrete TPM2.0	1
	20Y0_SBB0Z40328	System Unit	X1Y6 i7-1185G7 VP IG+16G+AX201	1
	20Y0_VK00080006	Absolute BIOS Selection	BIOS Absolute Enabled	1
	20Y0_VK00085865	Intel Trusted Device Setup	No Intel Drop Ship Setup	1
	20Y0_VK00095788	Secured Core L3	No Level 3 Security	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
		Enabled		
	20Y0_VK00104001	CO2 Neutral Label	No CO2 Neutral Label	1
	20Y0_VK00061518	WWAN Selection	No WWAN	1
	20Y0_VK00106392	Display	14" WUXGA (1920 x 1200), IPS, Anti-Reflection/Anti-Smudge, Touch, 100% sRGB, 400 nits, Narrow Bezel	1
	20Y0_VK00095767	Human Presence Detection	No Human Presence Detection	1
	20Y0_VK00085805	Electronic Privacy Filter	No ePrivacy Filter	1
	20Y0_VK00061401	Camera	720P HD with Array Microphone	1
	20Y0_VK00061132	Fingerprint Reader	Fingerprint Reader	1
	20Y0_VK00074146	Integrated Wireless Antenna	No WWAN Antenna	1
	20Y0_SBB0Z40335	Display Shell	14" WUXGA (1920 x 1200) IPS Anti Reflection/Anti Smudge 400nits Multitouch Narrow Bezel 100% sRGB, 720 HD Camera, Mic	1
	20Y0_VK00061806	NFC	No NFC	1
	20Y0_VK00085818	Wireless WAN	No Wireless WAN	1
	20Y0_VK00085819	WWAN SIM Card	No WWAN SIM Card	1
	20Y0_VK00106370	Battery	4 Cell Li-Polymer 57Wh	1
	20Y0_SBB0S91915	Storage Selection	256 GB SSD M.2 2280 PCIe TLC Opal	1
	20Y0_SBB0Z40351	Lenovo Pen	Lenovo Integrated Pen	1
	20Y0_VK00085806	Ethernet Dongle	No Ethernet Dongle	1
	20Y0_VK00085807	Graphic Dongle	No Graphic Dongle	1
	20Y0_VK00061650	Package Box Type	Standard Packaging	1
	20Y0_SBB0Q57300	Power Adapter	65W AC Adapter PCC (2pin)-US (USB Type C)	1
	20Y0_SBB0Q25391	Keyboard	Backlit, Grey with Fingerprint Reader - English	1
	20Y0_VK00111040	Preload Language	Windows 11 Pro 64 English	1
	20Y0_VK00112009	OS DPK	W11 Pro	1
	20Y0_SBB0V88740	Publication	Publication - Polish/Portuguese/English	1
	20Y0_VK00087777	Custom Asset Tag	Essential Asset Tag	1
	20Y0_VK00087771	BIOS Customization	Custom BIOS Settings	1
	20Y0_VK00105290	Transparent Supply Chain	No Transparent Supply Chain	1
	20Y0_VK00110994	OS Type	Windows 11 Pro	1
	20Y0_VK00061438	GEO	NA	1
	20Y0_SBB0N10538	Package Box	Standard	1
	20Y0_SBB0U37678	System Unit 2nd	D-Cover WLAN GY	1
	20Y0_SBB0S70762	CPU Label	Evo Core i7 vPro	1
	20Y0_VK00061379	Microsoft Label	Windows GML	1
	20Y0_SBB0X80861	Publication 2	PUB POL/POR/BUL/BRL/SPA/ENG	1
	20Y0_SBB0S70558	ASCII PW Support on BIOS	KBL_ID_ENG_KBLANG_409	1
	20Y0_VK00071091	Warranty	3 Year On-site	1
	20Y0_VK00106648	Adobe Creative Cloud	None	1
	20Y0_VK00061584	Adobe Elements	None	1
	20Y0_VK00061583	Adobe Acrobat	None	1
	20Y0_VK00061137	Microsoft Office	None	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	20Y0_VK00061664	Security Software	None	1
	20Y0_VK00104248	Cloud Security Software	None	1
	20Y0_VK00061644	Keyboard Patch	None	1
	20Y0_VK00061495	Image Management	None	1
	20Y0_VK00061474	Cloud Recovery	None	1
	20Y0_VK00087801	Hard Drive Encryption	None	1
	20Y0_VK00087803	Premier Asset Tag	None	1
	20Y0_VK00104249	Common Others2	None	1
	20Y0_VK00104250	Common Others3	None	1
	20Y0_VK00104251	Common Others4	None	1
	20Y0_VK00104252	Common Others5	None	1
	20Y0_VK00087797	Future Services 1	None	1
	20Y0_VK00087798	Future Services 2	None	1
	20Y0_VK00087799	Future Services 3	None	1
	20Y0_VK00087800	Future Services 4	None	1
	20Y0_VK00106400	X1Y6 Others1	None	1
	20Y0_VK00106401	X1Y6 Others2	None	1
	20Y0_VK00106402	X1Y6 Others3	None	1
	20Y0_VK00106403	X1Y6 Others4	None	1
	20Y0_VK00106404	X1Y6 Others5	None	1
	20Y0_VK00084910	Warranty Card	None	1



Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. **Ask us how!**

Authorized Partners	Partner Number	Partner Address
CDW LOGISTICS INC	1213385686	200 N Milwaukee Ave VERNON HILLS Illinois 60061-1597
TD SYNEX	1213385517	39 Pelham Ridge Drive Greenville SC 29615-5939
D & H DISTRIBUTING CO	1213385512	100 Tech Drive Harrisburg PA 17112-4514
TECH DATA PRODUCT MANAGEMENT INC	1213385518	5350 Tech Data Dr CLEARWATER FL 33760-3122
INGRAM MICRO INC	1213385513	1600 E Saint Andrew Pl Santa Ana CA 92705-4931

Distributor	Partner Number	Partner Address
TD SYNEX	1213385517	39 Pelham Ridge Drive Greenville SC 29615-5939
D & H DISTRIBUTING CO	1213385512	100 Tech Drive Harrisburg PA 17112-4514
TECH DATA PRODUCT MANAGEMENT INC	1213385518	5350 Tech Data Dr CLEARWATER FL 33760-3122
INGRAM MICRO INC	1213385513	1600 E Saint Andrew Pl Santa Ana CA 92705-4931

Reseller	Partner Number	Partner Address
CDW LOGISTICS INC	1213385686	200 N Milwaukee Ave VERNON HILLS Illinois 60061-1597

TERMS AND CONDITIONS

Prices quoted are valid through 27-May-2023 but are subject to change due to events outside Lenovo's reasonable control which may necessitate a price increase. Pricing does not include taxes, fees, or other charges which may be imposed on the items purchased.

Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc3.pdf>

Thank you for choosing Lenovo!

Customer Name: BUTLER COUNTY
CMTY COLLEGE
Customer Number: 1213347090

Lenovo (United States) Inc.



Quantity Restricted

Bid Request No. BRPNS003827086 V2
Created On: 08-Mar-2023
Last Updated: 09-Mar-2023
Lenovo Master Contract No. MC98089304
Customer Contract No. INDIRECT

Sales Representative: Dave Walczak
Phone Number:
Email: davewal@cdw.com
Lenovo Pricing Contract: 5322484752

This Lenovo quote will be released to distribution and should be used to generate your final pricing, after distributor markup, to our customer. Channel Partners, please work with your distributor before generating your final pricing quote to our end-user customer. Once you know an order is forthcoming, please let me know so I can ensure this bid pricing is released to distribution for order placement and fulfillment.

PRODUCT AND SERVICE DETAILS

Part Number	Description	F/B	Qty	List Price	Unit Price	End Date	Total
21CUS0QH00	Notebook Lenovo K14 AMD Gen 1 21CUCTO1WW	F	700	1,976.00	609.99	08-Mar-2024	426,993.00
21CSS1U700	Notebook Lenovo K14 Gen 1 21CSCTO1WW Rx	F	700	2,011.00	629.00	08-Mar-2024	440,300.00

CONFIGURATION DETAILS

Part Number	SKU (MTM_VK)	Component	Description	Qty
21CUS0QH00			Notebook Lenovo K14 AMD Gen 1 21CUCTO1WW	700
	5WS0A23681	SERVICE	Warranty 3Y Onsite	1
	21CU_VK00061089	Country/Region	USA	1
	21CU_VK00111800	Marketing Name	Lenovo K14 Gen 1	1
	21CU_VK00028571	Preload Type	Standard Image (Preload)	1
	21CU_VK00112055	Preload OS	Windows 10 Pro 64 preinstalled through downgrade rights in Windows 11 Pro 64	1
	21CU_VK00107600	Processor	AMD Ryzen™ 3 5400U Processor (2.60 GHz up to 4.00 GHz)	1
	21CU_VK00069954	Security Chip Setting	Enabled Discrete TPM2.0	1
	21CU_VK00062883	Color	Black	1
	21CU_VK00083246	Display	14" FHD (1920 x 1080), TN, Anti-Glare, 250 nits, Narrow Bezel	1
	21CU_VK00061133	Graphics	Integrated Graphics	1
	21CU_VK00111798	Camera	720P HD RGB with Microphone	1
	21CU_VK00087744	Microphone	Dual Microphones	1
	21CU_SBB0R38263	Fingerprint Reader	No Fingerprint Reader	1
	21CU_SBB0Y73620	DIMM Memory	16 GB DDR4-3200MHz (SODIMM)	1
	21CU_SBB0V25164	Second Storage	256 GB SSD M.2 2242 PCIe TLC	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
		Selection		
	21CU_SBB0S71157	Wireless LAN	MediaTek Wi-Fi 6 MT7921 2x2 AX & Bluetooth® 5.1 or above	1
	21CU_SBB0R45258	Battery	3 Cell Li-Polymer 45Wh	1
	21CU_SBB0S71142	Power Adapter	65W USB-C 90%PCC AC Adapter Black (2pin) - US	1
	21CU_SBB0N10376	Keyboard	Black - English	1
	21CU_SBB0V88740	Publication	Publication - Polish/Portuguese/English	1
	21CU_VK00112029	OS DPK	W11_PRO_DG	1
	21CU_SBB0M23358	Preload Language	Windows 10 Pro 64 preinstalled through downgrade rights in Windows 11 Pro 64 (English)	1
	21CU_SBB1B75494	System Unit	K14G1 AMD R3 5400U IG	1
	21CU_SBB1B75501	Display Shell	K14G1 AMD FHD TN NT RGBHD	1
	21CU_VK00085807	Graphic Dongle	No Graphic Dongle	1
	21CU_VK00111980	Cloud Security Software	No Cloud Security Software	1
	21CU_VK00080006	Absolute BIOS Selection	BIOS Absolute Enabled	1
	21CU_VK00120441	CO2 Offset Label	No CO2 Offset Label	1
	21CU_VK00087777	Custom Asset Tag	Essential Asset Tag	1
	21CU_VK00087771	BIOS Customization	Custom BIOS Settings	1
	21CU_VK00105290	Transparent Supply Chain	No Transparent Supply Chain	1
	21CU_SBB1C73711	OS Type	WIN11_PRO_DG_WIN10_PRO	1
	21CU_VK00061438	GEO	NA	1
	21CU_SBB0X80861	Publication 2	PUB POL/POR/BUL/BRL/SPA/ENG	1
	21CU_SBB0N10538	Package Box	Standard	1
	21CU_SBB0S70656	CPU Label	AMD Ryzen 3	1
	21CU_VK00061379	Microsoft Label	Windows GML	1
	21CU_SBB0R37267	WLAN MISC PARTS	WLAN Misc Parts-WLAN Card	1
	21CU_SBB1B75301	System Unit 2nd	D Cover 3Cell 45Wh	1
	21CU_SBB0S70558	ASCII PW Support on BIOS	KBL_ID_ENG_KBLANG_409	1
	21CU_VK00071089	Warranty	1 Year Courier or Carry-in	1
	21CU_VK00106863	Storage Selection	None	1
	21CU_VK00111981	Extra Storage Holder	None	1
	21CU_VK00061584	Adobe Elements	None	1
	21CU_VK00106648	Adobe Creative Cloud	None	1
	21CU_VK00061583	Adobe Acrobat	None	1
	21CU_VK00061137	Microsoft Office	None	1
	21CU_VK00061664	Security Software	None	1
	21CU_VK00061644	Keyboard Patch	None	1
	21CU_VK00061495	Image Management	None	1
	21CU_VK00061474	Cloud Recovery	None	1
	21CU_VK00087801	Hard Drive Encryption	None	1
	21CU_VK00087803	Premier Asset Tag	None	1
	21CU_VK00087797	Future Services 1	None	1
	21CU_VK00087798	Future Services 2	None	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	21CU_VK00087799	Future Services 3	None	1
	21CU_VK00087800	Future Services 4	None	1
	21CU_VK00084910	Warranty Card	None	1
	21CU_VK00111983	K14G1 AMD Others2	None	1
	21CU_VK00111984	K14G1 AMD Others3	None	1
	21CU_VK00111985	K14G1 AMD Others4	None	1
	21CU_VK00111986	K14G1 AMD Others5	None	1
	21CU_VK00111987	K14G1 AMD Others6	None	1
	21CU_VK00111988	K14G1 AMD Others7	None	1
	21CU_VK00111989	K14G1 AMD Others8	None	1
	21CU_VK00111990	K14G1 AMD Others9	None	1
	21CU_VK00111982	K14G1 AMD Others10	None	1
	21CU_VK00024311	Service1	NONE	1
	21CU_VK00024312	NBSERVICE2	NONE	1
	21CU_VK00067143	Service3	NONE	1
	21CU_VK00024313	Service4	NONE	1
	21CU_VK00024314	Service7	NONE	1
	21CU_VK00024315	Service8	NONE	1
	21CU_VK00051835	Service9	NONE	1
	21CU_VK00113648	Service5	None	1
21CSS1U700			Notebook Lenovo K14 Gen 1 21CSCTO1WW Rx	700
	5WS0A23681	SERVICE	Warranty 3Y Onsite	1
	21CS_VK00061089	Country/Region	USA	1
	21CS_VK00111800	Marketing Name	Lenovo K14 Gen 1	1
	21CS_VK00028571	Preload Type	Standard Image (Preload)	1
	21CS_VK00112055	Preload OS	Windows 10 Pro 64 preinstalled through downgrade rights in Windows 11 Pro 64	1
	21CS_VK00061665	vPro Certified Model	No vPro Certified	1
	21CS_VK00103393	Processor	11th Generation Intel® Core™ i3-1115G4 Processor (3.00 GHz up to 4.10 GHz)	1
	21CS_VK00069954	Security Chip Setting	Enabled Discrete TPM2.0	1
	21CS_VK00062883	Color	Black	1
	21CS_VK00083246	Display	14" FHD (1920 x 1080), TN, Anti-Glare, 250 nits, Narrow Bezel	1
	21CS_VK00107558	Graphics	Integrated Intel® UHD Graphics	1
	21CS_VK00111798	Camera	720P HD RGB with Microphone	1
	21CS_VK00087744	Microphone	Dual Microphones	1
	21CS_SBB0R38263	Fingerprint Reader	No Fingerprint Reader	1
	21CS_SBB0Y73620	DIMM Memory	16 GB DDR4-3200MHz (SODIMM)	1
	21CS_SBB0V25164	Second Storage Selection	256 GB SSD M.2 2242 PCIe TLC	1
	21CS_SBB0S70996	Wireless LAN	Intel® Wi-Fi 6E AX210 2x2 AX vPro® & Bluetooth® 5.1 or above	1
	21CS_SBB0R45258	Battery	3 Cell Li-Polymer 45Wh	1
	21CS_SBB0S71142	Power Adapter	65W USB-C 90%PCC AC Adapter Black (2pin) - US	1
	21CS_SBB0N10376	Keyboard	Black - English	1
	21CS_SBB0V88740	Publication	Publication - Polish/Portuguese/English	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	21CS_VK00112029	OS DPK	W11_PRO_DG	1
	21CS_SBB0M23358	Preload Language	Windows 10 Pro 64 preinstalled through downgrade rights in Windows 11 Pro 64 (English)	1
	21CS_SBB1H67010	System Unit	K14G1_I3-1115G4_IG_IC	1
	21CS_SBB1B75302	Display Shell	K14G1 FHD TN NT RGBHD	1
	21CS_VK00085807	Graphic Dongle	No Graphic Dongle	1
	21CS_VK00111980	Cloud Security Software	No Cloud Security Software	1
	21CS_VK00080006	Absolute BIOS Selection	BIOS Absolute Enabled	1
	21CS_VK00120441	CO2 Offset Label	No CO2 Offset Label	1
	21CS_VK00087777	Custom Asset Tag	Essential Asset Tag	1
	21CS_VK00087771	BIOS Customization	Custom BIOS Settings	1
	21CS_VK00105290	Transparent Supply Chain	No Transparent Supply Chain	1
	21CS_SBB1C73711	OS Type	WIN11_PRO_DG_WIN10_PRO	1
	21CS_VK00061438	GEO	NA	1
	21CS_SBB0X80861	Publication 2	PUB POL/POR/BUL/BRL/SPA/ENG	1
	21CS_SBB0N10538	Package Box	Standard	1
	21CS_SBB0S70781	CPU Label	Core i3	1
	21CS_VK00061379	Microsoft Label	Windows GML	1
	21CS_SBB0R37267	WLAN MISC PARTS	WLAN Misc Parts-WLAN Card	1
	21CS_SBB1B75301	System Unit 2nd	D Cover 3Cell 45Wh	1
	21CS_SBB0S70558	ASCII PW Support on BIOS	KBL_ID_ENG_KBLANG_409	1
	21CS_VK00071089	Warranty	1 Year Courier or Carry-in	1
	21CS_VK00106863	Storage Selection	None	1
	21CS_VK00111991	Extra Storage Holder	None	1
	21CS_VK00061584	Adobe Elements	None	1
	21CS_VK00106648	Adobe Creative Cloud	None	1
	21CS_VK00061583	Adobe Acrobat	None	1
	21CS_VK00061137	Microsoft Office	None	1
	21CS_VK00061664	Security Software	None	1
	21CS_VK00061644	Keyboard Patch	None	1
	21CS_VK00061495	Image Management	None	1
	21CS_VK00061474	Cloud Recovery	None	1
	21CS_VK00087801	Hard Drive Encryption	None	1
	21CS_VK00087803	Premier Asset Tag	None	1
	21CS_VK00087797	Future Services 1	None	1
	21CS_VK00087798	Future Services 2	None	1
	21CS_VK00087799	Future Services 3	None	1
	21CS_VK00087800	Future Services 4	None	1
	21CS_VK00084910	Warranty Card	None	1
	21CS_VK00111993	K14G1 Others2	None	1
	21CS_VK00111994	K14G1 Others3	None	1
	21CS_VK00111995	K14G1 Others4	None	1
	21CS_VK00111996	K14G1 Others5	None	1
	21CS_VK00111997	K14G1 Others6	None	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	21CS_VK00111998	K14G1 Others7	None	1
	21CS_VK00111999	K14G1 Others8	None	1
	21CS_VK00112000	K14G1 Others9	None	1
	21CS_VK00111992	K14G1 Others10	None	1
	21CS_VK00024311	Service1	NONE	1
	21CS_VK00024312	NBSERVICE2	NONE	1
	21CS_VK00067143	Service3	NONE	1
	21CS_VK00024313	Service4	NONE	1
	21CS_VK00024314	Service7	NONE	1
	21CS_VK00024315	Service8	NONE	1
	21CS_VK00051835	Service9	NONE	1
	21CS_VK00113648	Service5	None	1



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CDW LOGISTICS INC	1213385686	200 N Milwaukee Ave VERNON HILLS Illinois 60061-1597
TD SYNEX	1213385517	39 Pelham Ridge Drive Greenville SC 29615-5939
D & H DISTRIBUTING CO	1213385512	100 Tech Drive Harrisburg PA 17112-4514
INGRAM MICRO INC	1213385513	1600 E Saint Andrew PI Santa Ana CA 92705-4931

Distributor	Partner Number	Partner Address
TD SYNEX	1213385517	39 Pelham Ridge Drive Greenville SC 29615-5939
D & H DISTRIBUTING CO	1213385512	100 Tech Drive Harrisburg PA 17112-4514
INGRAM MICRO INC	1213385513	1600 E Saint Andrew PI Santa Ana CA 92705-4931

Reseller	Partner Number	Partner Address
CDW LOGISTICS INC	1213385686	200 N Milwaukee Ave VERNON HILLS Illinois 60061-1597

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Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc3.pdf>

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A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000147277440.1	Sales Rep	Todd Kellner
Total	\$56,855.00	Phone	(800) 456-3355, 6180319
Customer #	4140373	Email	Landan_Kellner@DELL.com
Quoted On	Mar. 10, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 09, 2023		BUTLER COUNTY COMM COLLEGE
Contract Name	Dell NASPO Computer Equipment PA - Kansas		901 S HAVERHILL RD
Contract Code	C000000010865		FINANACE OFFICE
Customer Agreement #	MNWNC-108 / 40400		EL DORADO, KS 67042-3280
Deal ID	25474723		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Todd Kellner

Shipping Group

Shipping To	Shipping Method
MATT JANSEN , BUTLER COUNTY COMM COLLEGE 901 S HAVERHILL RD BUTLER COUNTY COMMUNITY COLLEG EL DORADO, KS 67042 (316) 323-6122	Standard Delivery

Product	Unit Price	Quantity	Subtotal
SI# BVH702 Dell Latitude 7420	\$685.00	83	\$56,855.00

Subtotal:	\$56,855.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$56,855.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$56,855.00

Shipping Group Details

Shipping To	Shipping Method
MATT JANSEN , BUTLER COUNTY COMM COLLEGE 901 S HAVERHILL RD BUTLER COUNTY COMMUNITY COLLEGE EL DORADO, KS 67042 (316) 323-6122	Standard Delivery

		Quantity	Subtotal
SI# BVH702 Dell Latitude 7420		\$685.00	83
Estimated delivery if purchased today: Mar. 22, 2023 Contract # C000000010865 Customer Agreement # MNWNC-108 / 40400			
Description	SKU	Unit Price	Quantity
Dell Latitude 7420 XCTO	210-AYBC	-	83
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEGS	-	83
i7-1185G7 vPro, Intel Iris Xe Graphics, 16GB Memory, 2-in-1	338-CBZU	-	83
ME Disable Manageability	631-ACTM	-	83
16GB, Non-ECC, Integrated	370-AFMH	-	83
2-in-1 14.0"FHD(1920x1080) AR+AS, SLP, Touch, WVA, 300nit, FHD IR Cam ALS, Mic, WLAN, CF, Pen Support	391-BFRH	-	83
English US backlit keyboard, 79-key	583-BHFD	-	83
Wireless Intel AX201 WLAN Driver	555-BGHO	-	83
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2	555-BFVZ	-	83
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSM	-	83
Palmrest, Fingerprint Reader, Contacted/Contactless SmartCard Reader/NFC, Carbon Fiber, Thunderbolt4	346-BGZD	-	83
65W Type-C EPEAT Adapter	492-BCXP	-	83
E4 Power Cord 1M for US	537-BBBL	-	83
Quick Reference Guide for 2-in-1	340-CUEI	-	83
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	83
ENERGY STAR Qualified	387-BBLW	-	83
Custom Configuration	817-BBBB	-	83
SupportAssist	525-BBCL	-	83
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	83
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	83
Waves Maxx Audio	658-BBRB	-	83
Dell Power Manager	658-BDVK	-	83
Dell SupportAssist OS Recovery Tool	658-BEOK	-	83
Dell Optimizer	658-BEQP	-	83
Windows PKID Label	658-BFDQ	-	83

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

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

Electronically linked terms and descriptions are available in hard copy upon request.

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A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

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Quote No.	3000148664679.1	Sales Rep	Todd Kellner
Total	\$437,619.00	Phone	(800) 456-3355, 6180319
Customer #	4140373	Email	Landan_Kellner@DELL.com
Quoted On	Mar. 27, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 26, 2023		BUTLER COUNTY COMM COLLEGE
Contract Name	Dell NASPO Computer		901 S HAVERHILL RD
	Equipment PA - Kansas		FINANACE OFFICE
Contract Code	C000000010865		EL DORADO, KS 67042-3280
Customer Agreement #	MNWN-108 / 40400		
Deal ID	25474723		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Todd Kellner

Shipping Group

Shipping To	Shipping Method
CHRIS MILLER BUTLER COUNTY COMM COLLEGE 715 E 13TH ST ANDOVER, KS 67002-8551 (316) 321-2222	Standard Delivery

Product	Unit Price	Quantity	Subtotal
SI# BVH702 Dell Latitude 7320	\$625.17	700	\$437,619.00
	Subtotal:		\$437,619.00
	Shipping:		\$0.00
	Non-Taxable Amount:		\$437,619.00
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$437,619.00

Shipping Group Details

Shipping To CHRIS MILLER BUTLER COUNTY COMM COLLEGE 715 E 13TH ST ANDOVER, KS 67002-8551 (316) 321-2222	Shipping Method Standard Delivery
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SI# BVH702 Dell Latitude 7320	\$625.17	Quantity	700	Subtotal
Estimated delivery if purchased today: May. 09, 2023 Contract # C000000010865 Customer Agreement # MNWNC-108 / 40400				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7320 BTX Base	210-AXZN	-	700	-
11th Generation Intel Core i5-1145G7 (4 Core, 8M cache, base 2.6GHz, up to 4.4GHz, vPro)	379-BEGT	-	700	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	700	-
No Microsoft Office License Included	658-BCSB	-	700	-
i5-1145G7 vPro, Intel Iris Xe Graphics, 16GB Memory, Laptop	338-BYBD	-	700	-
16GB, Non-ECC, Integrated	370-AFMH	-	700	-
vPro Manageability	631-ACTN	-	700	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BIOJ	-	700	-
Laptop 13.3" FHD (1920x1080) AG, Non-Touch,WVA, 250 nits, FHD IR Camera+ Mic, WLAN, Carbon Fiber	391-BGCV	-	700	-
English US backlit keyboard, 79-key	583-BHBS	-	700	-
Wireless Intel AX201 WLAN Driver	555-BGHO	-	700	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2	555-BFVZ	-	700	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSM	-	700	-
65W Type-C EPEAT Adapter	492-BCXP	-	700	-
Palmrest, Fingerprint Reader, Contacted/Contactless SmartCard Reader/NFC, Carbon Fiber, Thunderbolt4	346-BGWP	-	700	-
E4 Power Cord 1M for US	537-BBBL	-	700	-
Quick Reference Guide	340-CTZM	-	700	-
ENERGY STAR Qualified	387-BBLW	-	700	-
Fixed Hardware Configuration	998-FUEP	-	700	-
SupportAssist	525-BBCL	-	700	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	700	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	700	-
Waves Maxx Audio	658-BBRB	-	700	-
Dell Power Manager	658-BDVK	-	700	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	700	-
Dell Optimizer	658-BEQP	-	700	-
Windows PKID Label	658-BFDQ	-	700	-

Smart Selection, Latitude 7320 System Shipment, 65W Adapter, Laptop	340-CUPT	-	700	-
11th Gen Intel Core i5 vPro label	340-CTSV	-	700	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	700	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-2166	-	700	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	700	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	700	-
CFI,Information, Validation,Select Any Microsoft OS	364-4107	-	700	-
CFI Routing SKU	365-0257	-	700	-
Custom Asset Tag	366-0133	-	700	-
Custom Asset Report	366-0135	-	700	-
CFI,Information Latitude,Notebook,Only	371-0940	-	700	-
CFI,Information,CSRouting,Eligible,Factory Install	375-3088	-	700	-
CFI,Information,Label,Medium,B VH701,Factory Install	380-3700	-	700	-
			Subtotal:	\$437,619.00
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$437,619.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud-as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

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

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., March 14, 2023 – Dankert Board Room**

Meeting Recording can be viewed at <https://www.youtube.com/watch?v=-pLZgtsq4aI>

STAFF ATTENDANCE

Lisa Bolin
Tom Borrego
Christina Byram
Jonathan Craig
Dr. Donnie Featherston
Chrissy Gifford
Dr. Julio Guerrero
Valerie Haring
Jennifer Hartman
Matt Jacobs
Dr. Kim Krull

Dr. Esam Mohammad
Dr. Tom Nevill (*z)
Dr. Jessica Ohman
Bill Rinkenbaugh
Heather Rinkenbaugh
Janet Schueller
Kelly Snedden
Shelley Stultz
Kent Williams
Bill Young (*z)

BOARD ATTENDANCE

Kim Braungardt
Mary Martha Good (*z) – 4:43pm
Linda Jolly, Vice Chair
Forrest Rhodes, Chair
Dave Sherrer
Shelby Smith
Julie Winslow

GUESTS

Basil Craig
Breklyn Craig
Emily Craig
Bryce Deewall
Barbara Johnson
Lillian Rippe, SGA President (*z)

(*z) denotes attendance via Zoom.

CALL TO ORDER

(YouTube @ 1:34)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 1:47)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 2:18)

Trustee Winslow moved to add discussion item XIII-B – KORA Request by Trustee Winslow to the agenda. Trustee Smith seconded the motion. On roll call vote, the motion passed 6-0, with Trustee Good absent.

Trustee Sherrer moved to approve the agenda as amended. Trustee Winslow seconded. On roll call vote, the motion passed 6-0 with Trustee Good absent.

RECOGNITIONS

(YouTube @ 3:50)

Dr. Krull recognized Phi Theta Kappa All-Kansas Scholars from Andover and El Dorado; Breklyn Craig, Bryce Deewall, Maria Aguilar Mendoza, Thi Nhu Hang Tran and Barbara Johnson. These students will be recognized at a luncheon in Junction City next month. The students shared their future plans with the Board.

Maria Aguilar Mendoza was also recognized as one of ten students nationwide to receive the Phi Theta Kappa Fall 2022 Hurst Review NCLEX Scholarship.

Next, Dr. Krull recognized Dr. Daniel Higdon for recent completion of his EdD degree.

Dr. Krull recognized Teressa Eastman for her presentation at the NAACP Kansas State Conference Workshop. She also recognized her for her service to the profession as a mentor for five new disability services professionals.

Dr. Krull also recognized the Accounts Receivable team for their recent community service project at Great Beginnings Boutique in El Dorado.

PUBLIC COMMENT

(YouTube @ 12:12)

There was no public comment.

STANDING REPORTS

Student Government Association

(YouTube @ 12:18)

Lillian Rippe, SGA President, shared that the Cupid's Dance was held on February 16 with over 100 students in attendance. The Fat Tuesday Pancake Feed on February 21 was a great success. They also handed out Pink Out T-shirts at the March 1 basketball game. In the next month, they'll host a football field movie night on March 24th.

Operational Staff

(YouTube @ 13:49)

Lisa Bolin, OpStaff President, shared that the group is ready to host the 54th Association of Kansas Community College Office Professionals Conference in a few weeks. Over 50 personnel from across the state will participate in the conference on both the El Dorado and Andover campuses. The next Operational Staff meeting is Thursday, March 23.

Professional Employees

(YouTube @ 14:36)

Dr. Sader did not have a report this month due to Spring Break.

Board Finance Committee

(YouTube @ 14:44)

Trustee Jolly shared information about adjustments that will be made in revenues that were included in the Board Book. These changes will be reflected in the next month or so. She shared that 20th day numbers were up.

Foundation Board Report

(YouTube @16:08)

Trustee Rhodes shared that the Foundation Board welcomed Kevin Arnell and Collin Perry as new members at their February meeting. They voted to approve the contract presented by the College's legal counsel for the purchase of the Redler Institute of Culinary Arts. He also shared that the Butler Benefit Auction raised over \$317,000 for scholarships. The Foundation has a new portfolio representative at Bank of America. Trustee Rhodes shared the fair market value of the endowment is just over \$14 million and that reflects nearly 6% rate of return, net of fees. The finance and investment committee recommended and a distribution of 6% of available funds was approved by the Foundation Board, which equates to \$800,766 to the College for distribution of scholarships.

President's Report

(YouTube @18:29)

Dr. Krull shared that of the \$317,000 Auction proceeds, there was just over \$100,000 raised in Pure Philanthropy in approximately 15 minutes. She thanked the donors for their incredible generosity.

She shared that she attended the Association of General Contractors Annual Meeting, where Hutton was the recipient of an Honor Award for the construction of the Redler Institute of Culinary Arts. Dr. Nevill also shared about the Innovation Award, which Butler received for the Adobe Innovation Initiative. He has been at the League of Innovation conference presenting this work to colleagues from across the country.

Dr. Krull has met with a group representing the Cherokee Trail and has been involved in conversations about placing a marker on campus with history of the trail, since the Trail crosses campus just to the north of the Welcome Center. The marker will be placed near the Welcome Center for all to enjoy. They should be in place early this summer.

Dr. Krull shared work continues on the Assurance Argument that will be submitted to the Higher Learning Commission. It will be uploaded to their portal by March 20, and shared with employees and the Board at that time. She indicated that the Mock Visit on March 6 provided valuable feedback, and the upcoming visit will be discussed again at the March Work Session.

Dr. Krull emailed Trustees a legislative report from KBOR, that also included a table showing unified appropriations for higher education based on the current budgets.

Trustee Jolly shared that Butler County was approved as an ACT Work Ready County and will receive an award this fall for that work. This was a county-wide effort, and the process was acknowledged as a part of the award that will come this fall. This will be a great way to help existing businesses and recruit new businesses to Butler County.

Kent Williams provided a brief BKD update. He shared that they have input all of the information for the Program Economic Analysis and received that information back. The team has done some initial analysis and will be making reports to VPs soon. The information on athletics and overhead is being finalized with review meetings coming up next week with Forvis representatives to solidify timelines and reports.

Dr. Krull also shared a reminder about the PTK luncheon coming up. That information will be sent this week with details.

At this time, there was a short break to reset the Zoom due to technical difficulties.

Educational Facilities Authority Report

(YouTube @ 33:53)

Trustee Sherrer shared the meeting was cancelled, but they are in the process of scheduling a new meeting.

MONITORING REPORTS

(YouTube @ 34:44)

Trustee Smith asked about the Opportunity Project School Onsite Enrollment Service in Early Childhood Education. Dr. Ohman shared that students are enrolled in Early Childhood programs at these sites.

Dr. Julio Guerrero shared highlights from the Fire & EMS Education Program as well as photos of the newly renovated Criminal Justice and Public Safety building and information regarding the VALT Nursing Simulation software. Trustee Smith asked questions about new programs noted in the report.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

- A. Construction Technology Program at Rose Hill (YouTube @ 45:23) – Trustee Winslow asked whether or not the construction technology program at Rose Hill would continue after this year. Dr. Donnie Featherston explained fluctuations in the academies and efforts made to gain student interest. Trustee Winslow asked if the College is paying for the space in Rose Hill. Heather Rinkenbaugh shared there is no set lease cost, but that BCC pays utilities based on square footage usage of which Butler occupies about 7,200 square feet for the Construction space. Last year the College paid a total of \$52,076.56, which includes all utilities for occupied space as well as janitorial costs and supplies and service of equipment in the space. The faculty is working to compile a list of all equipment in the space, and organize a tour for Trustees. Trustee Smith asked questions about the space, as well as program evaluation processes.
- B. KORA Request by Trustee Winslow (YouTube @ 1:02:24) – Dr. Krull asked Trustee Winslow for clarity on the scope of a request regarding programs offered in Rose Hill versus programs offered in Andover. She asked about operating costs for the sites and programs. Dr. Krull noted the deans monitor budgets, course fill rates, etc and that Butler's only current building spaces in Andover include the 5000 Building campus and the Redler Institute of Culinary Arts. Trustee Winslow asked where to find the classes offered at both the Andover and Rose Hill locations and Heather noted the information was available on the website. Trustee Winslow will provide more clarity for the requested Andover information in writing. Trustee Jolly asked for an item on the April Work Session to discuss procedures for information requests in the future in order to use time efficiently.

BOARD ACTION ITEMS

- A. FY2024 Tuition and Fee Rate Recommendation (YouTube @ 1:12:41) – Kent Williams indicated the proposal presented is the same as what was discussed as the February Work Session, with the exception of making the dollar amounts even. He explained key considerations are affordability for students, discounts for Butler County students and revenue generation when formulating these proposals. Trustee Jolly moved to approve the Tuition and Fee Rates as presented. Trustee Good seconded. Trustee Smith moved to amend the motion to drop in-county rates to \$100 per credit hour, in-state to \$130 per credit hour and out-of-state/international to \$190 per credit hour. Trustee Winslow

seconded the motion. Trustee Jolly indicated that Trustee Smith’s proposal would increase out-of-county rates by approximately 9.5%. Trustee Winslow indicated she would like to see Butler County tuition to be free. Trustee Braungardt indicated historical trends and asked clarifying questions regarding how fluctuating tuition rates impacted enrollment. Trustee Jolly indicated that if we lose in-state students, we lose state aid as well. On roll call vote, the motion to amend the existing motion passed 4-3, with Trustee Jolly, Trustee Rhodes and Trustee Sherrer voting nay. On roll call vote, the motion to approve the amended tuition and fees rate proposal passed 5-2, with Trustee Good and Trustee Sherrer voting nay. The tuition and fee rates for FY2024 are shown in the table below.

Butler Community College				
FY2024 Tuition and Fee Rates - Approved by the Board of Trustees				
March 14, 2023				
Table 1: Per-Credit-Hour Tuition and Fee Rates				
	FY2023	Actual	FY2024 Approved	Increase (Decrease)
Total Tuition and Fee Rates				
In-District Tuition	\$102.00		\$100.00	(\$2.00)
In-State Tuition	\$122.50		\$130.00	\$7.50
Out-State Tuition	\$182.50		\$190.00	\$7.50
International Tuition	\$182.50		\$190.00	\$7.50
Breakdown of Tuition and Fee Rates				
Tuition Rates				
In-District Tuition	\$76.45		\$73.00	(\$3.45)
In-State Tuition	\$96.95		\$103.00	\$6.05
Out-State Tuition	\$156.95		\$163.00	\$6.05
International Tuition	\$156.95		\$163.00	\$6.05
Credit-Hour Fee Rates				
Activity Fee	\$23.70		\$25.15	\$1.45
Student Union Fee	\$1.85		\$1.85	\$0.00
Total Credit-Hour Fee Rates	\$25.55		\$27.00	\$1.45
Table 2: Technology Access Charge				
	Charge per Term FY2023	Charge per Term FY2024	Increase	
Credit Hours Enrolled for the Term				
3 credit hours or less	\$60	\$62	\$2	
3.5 to 6 credit hours	\$110	\$114	\$4	
6.5 to 11.5 credit hours	\$188	\$194	\$6	
12 credit hours or more	\$268	\$278	\$10	

- B. FY2024 Room and Meal Plan Rates (YouTube @ 1:37:53) – Bill Rinkenbaugh indicated that the recommendation has not changed since the Work Session. Trustee Smith moved to approve the plan rates as presented. Trustee Winslow seconded. On roll call vote, the motion passed 7-0.
- C. Administration Notice Letter for Contract Negotiations (YouTube @ 1:42:16) – This item was tabled until the Trustees discuss the letter in Executive Session. Appropriate action will follow Executive Session.
- D. Performance Lighting and Projection Mapping (YouTube @ 1:43:47) – Trustee Winslow asked if any other vendors were contacted about this project. Valerie Haring, Interim

Dean of Fine Arts & Communications shared that PEC was contacted but the project scope was too large. Trustee Rhodes clarified the higher of the two bids was recommended, but the bid from Heartland also included projection mapping, which the other bid did not include. Dr. Nevill discussed the advantages of having the availability of projection mapping and the technology used to enhance the experience for students and patrons. Trustee Sherrer moved to approve the purchase of performance lighting and projection mapping from Heartland AV as presented. Trustee Jolly seconded the motion. On roll call vote, the motion passed 7-0.

- E. Server & Storage Life Cycle Refresh (YouTube @ 1:52:13) – Bill Young, VP of Digital Transformation/CIO, gave an overview of the bids for this project, the scope of which was highlighted by Christina Byram two months prior. He shared that approximately a year ago, Butler moved the Ellucian Banner instance to the Oracle Cloud Infrastructure, which is the recommended vendor for this project, and it is believed that this will provide a more robust disaster recovery plan and business continuity for the College. Trustee Sherrer moved to approve the 5-year contract for purchase of the Server and Storage solution from Oracle for \$900,900 and Professional Services for \$11,896 to be paid through Capital Outlay funds. Trustee Good seconded the motion. On roll call vote, the motion passed 7-0.
- F. Campus Logic (YouTube @ 2:01:50) – Trustee Smith moved to approve the 5-year contract with Campus Logic as presented. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.
- G. Sound System Upgrade for the Gymnasium (YouTube @ 2:03:02) – Trustee Smith moved to approve the proposal from Heartland AV for \$110,988.41 as presented. Trustee Braungardt seconded the motion. Trustee Winslow expressed concern about giving Heartland both this bid and the bid for the Projection Mapping and Theatre Lighting project. Bill Young explained that the RFP process was used for this project and full research was completed for this project. Trustee Winslow asked clarifying questions about the RFP process. On roll call vote, the motion passed 6-1, with Trustee Winslow voting nay.
- H. Personnel – Retirement of Stephanie (Stacey) Wood (YouTube @ 2:10:40) – Shelley Stultz, VP of Human Resources shared that Stacey has worked for Butler for the past 19 years, most recently supporting Shannon Covert in the STEM division. Trustee Sherrer moved to accept the retirement of Stephanie (Stacey) Wood. Trustee Smith seconded the motion. On roll call vote, the motion passed 7-0.

CONSENT AGENDA

(YouTube @ 2:12:08)

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

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

(YouTube @ 2:12:31)

Dr. Esam Mohammad answered a question from Trustee Smith from last month regarding the change from last year's census day to this year's, which was a loss of about 1.7%. He also shared one change to the KPIs, indicating that about 84% of survey respondents had found jobs within a year of graduation.

Statement of Revenue & Expenditures – Submitted by Kerry Potter

No discussion.

Thank You Notes

None this month.

Board Calendars

(YouTube @ 2:14:47)

Dr. Krull shared that this week is spring break, and this year the campus is closed Thursday and Friday.

Men's Basketball won region play and will play Monday night at 4:30 in Hutchinson.

There are many baseball and softball games, along with fine arts performances coming up.

Commencement is May 12. Nurses Pinning will be Thursday, May 11 at the Performing Arts Center. Honors & Awards Ceremony will be in the Clifford/Stone Room this year. Details will be shared with Trustees as they're available.

EXECUTIVE SESSION

(YouTube @ 2:17:06)

Trustee Winslow moved the Board recess into Executive Session to discuss negotiations, pursuant to the open meetings exceptions for matters relating to employer-employee negotiations and that the members of the Board, President Kim Krull, Bill Rinkenbaugh, Shelley Stultz, Dr. Tom Nevill and Kent Williams be included. Open session will resume in the Dankert Trustee Board Room within 30 minutes. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 6:53pm

RETURN TO OPEN SESSION @ 7:23pm

Upon returning to open session, Trustee Sherrer moved to approve the administration notice letter for contract negotiations. Trustee Jolly seconded the motion. On roll call vote, the motion passed 7-0.

ADJOURNMENT

(YouTube @ 2:56:00)

Trustee Smith moved to adjourn the meeting. Trustee Winslow seconded the motion. On roll call vote, the motion passed 7-0. The Regular Meeting of the Butler Community College Board of Trustees was adjourned at 7:25pm.

Mary Martha Good – Secretary

BILLS AND WARRANTS

TOPIC for ACTION
March 2023 Bills & Warrants

REPORT

Due to the timing necessary to submit the Board Book for printing and mailing, this information will be sent under separate cover and hard copies will be available at the Board Meeting.

RATIFICATION OF AGREEMENTS & CONTRACTS

TOPIC for ACTION
Athletics BSN Sports Contract Renewal

REPORT:

BSN is the largest distributor of team sports apparel and equipment in the country. BSN has 1,400 sales reps in all 50 states and has a \$300,000,000 inventory of Nike and Under Armour apparel in stock for the nearly 50,000 high schools and colleges across the United States.

The BSN contract is at no cost to the College and pays back 10% of what each sport purchases. They also provide \$10,000 per year up front to purchase necessary apparel and equipment that we use to buy student worker apparel for those that work home events.

BSN provides exceptional service to the College. While competitors may include Academy Sports and Foot Locker, those companies do not have the necessary stock for the quick turnaround required.

RECOMMENDED ACTION:

Approval to renew a five-year contract with BSN.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Michaela Serrioz, Associate Athletic Director
Supervisor: Todd Carter, Athletic Director
Date: April 3, 2023



BSN SPORTS™

EXCLUSIVE SUPPLIER AGREEMENT

BSN SPORTS, LLC, a Delaware limited liability company ("BSN SPORTS") is pleased to offer the BUTLER COMMUNITY COLLEGE Athletic Department ("School") the **BSN SPORTS EXCLUSIVE SUPPLIER AGREEMENT** (the "Agreement") for the purchase and supply of NIKE uniforms, apparel and footwear along with any and all other branded footwear, apparel & equipment offered for sale to School by BSN SPORTS.

Benefits:

1. "Premier Pricing" shall apply to all footwear, apparel and equipment purchased by School at the following rates*:

- 40% off retail price on all NIKE apparel
- 35% off retail price on all NIKE footwear
- NIKE Custom uniforms must be purchased within the timeframe specified in the BSN SPORTS collegiate ordering calendar. Custom uniforms are priced separately.
- 30% off retail price on all NIKE licensees such as ENI-JR286, Marchon Eyewear, Perry Ellis Swim, Paramount Headwear & APS Wrestling/Volleyball/Lacrosse.
- 20% minimum off catalog price on all BSN SPORTS proprietary products (as defined below) from BSN SPORTS catalog (exclusive of closeout and sale items)
 - BSN SPORTS proprietary products are identified in our catalog with a black star icon next to the product code.
- 10% minimum off catalog price on all non-branded products from BSN SPORTS catalog.
 - BSN SPORTS catalog non-branded products are products distributed by BSN SPORTS from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

* If the footwear, apparel or equipment has an associated fee (e.g., royalty, licensing fee), the discounts above are subject to change in BSN SPORTS' sole discretion.

2. **BSN Sports Product / Apparel Rebate:** School shall receive the following in free product rebates pursuant to its purchase of NIKE apparel, and footwear along with any and all other footwear, apparel & equipment under this Agreement ("Product Rebate"). Subject to the terms below, at the end of each half school year of this Agreement, the School will receive a Product Rebate from the catalog(s) provided by BSN SPORTS and subject to availability at the time of order. Product Rebates are available after the requirements below are met (including, without limitation, the Annual Spending Level with BSN SPORTS as set forth below) and must be utilized within thirty (30) days of the end of the school year in which the rebate was earned. A Product Rebate balance does not carry over from school year to school year. School must be current on all payment obligations to BSN SPORTS to be eligible for the Product Rebate.

Annual Spending Level

- \$100,000+

Annual Rebate amount

8% of annual spend in NIKE apparel or BSN SPORTS proprietary equipment & apparel at retail

FOOTBALL
 BASKETBALL
 VOLLEYBALL
 SOCCER
 BASEBALL
 LACROSSE
 TENNIS
 SOFTBALL
 UNIFORMS
 TRACK & FIELD
 STRENGTH & FITNESS
 WRESTLING
 SPORTS MED
 SPEED
 AGILITY
 SCOREBOARDS
 BENCHES & BLEACHERS
 COACHING
 AQUATICS



BSN SPORTS™

catalog price.

- **\$80,000+** Annual Rebate amount
6% of annual spend in NIKE apparel or BSN SPORTS proprietary equipment & apparel at retail catalog price.
- **\$60,000+** Annual Rebate amount
4% of annual spend in NIKE apparel or BSN SPORTS proprietary equipment & apparel at retail catalog price.
 - BSN SPORTS proprietary equipment & apparel is identified in BSN SPORTS catalog with a black star icon next to the product code.
 - Promotional product cannot be returned or exchanged.
 - Unused promotional product amounts, as of 5:00 pm on 5/31 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.
 - BSN SPORTS to provide school monthly sold to report, by sport & department by brand, for tracking of allotment status.

3. NIKE Team Sports Product Allotment: School shall receive the following in free NIKE promotional product calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 1: **\$10,000** in NIKE promotional product at retail price
- Year 2: **\$10,000** in NIKE promotional product at retail price
- Year 3: **\$10,000** in NIKE promotional product at retail price
- Year 4: **\$10,000** in NIKE Promotional product at retail price
- Year 5: **\$10,000** in NIKE Promotional product at retail price
- Promotional product allocation is the sole responsibility of school.
- Promotional product cannot be returned or exchanged.
- Unused promotional product amounts, as of 5:00 pm on 4/1 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.
- School is required to spend a minimum of \$90,000 total spend with BSN Sports on NIKEbranded products. If School does not reach the \$90,000 annual minimum spend in any contract year, then the following contract year the Product Allotment will default to a 10% of overall NIKE spend.

4. Performance Incentive:

- **\$500** in free NIKE product at retail price, for any school athletic programs that qualify for NJCAA tournament.
- **\$500** in free NIKE product at retail price, for any school athletic programs that receive conference Coach of the Year Award.
- **\$2,000** in free NIKE product at retail price, for any school team that wins NJCAA National Championship.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



- In any sport (Cross Country, Golf, Tennis, Track & Field, Wrestling, Swimming & Diving) where student athletes individually qualify to represent team, incentive will only apply, when it's 3 or more student athletes. Indoor & Outdoor Track are considered a combined sport.
 - All incentives are non-cumulative; only the highest achievement shall be compensated.
 - Team must provide championship photo and be brand compliant to be eligible for incentive.
 - Notification & use of incentive award must be done in the same year in which it was awarded.
 - Unused incentive amounts, as of 5:00 pm on 5/31 of each year of the agreement, are forfeited. As a result, incentive awards cannot be carried over from one school year to the next.
5. **BSN SPORTS E-Commerce Incentive:** Opportunity for setup of BSN SPORTS Sideline Store with link on main athletic department website, at no charge for School with a **10% CASH** royalty, for each year of contract.
6. **BSN SPORTS Cover the Campus Incentive:** 20% discount given to all friends, alumni, family, staff and administration on BSNSPORTS.com. Additionally, during a mutually agreed upon 2 day period and prior to December 1, 2023, BSN SPORTS will offer school a discounted rate of **45% off retail price on NIKE stock apparel and 45% off retail price on NIKE stock footwear** for use by school staff and employees through www.bsnsports.com. These incentives will be offered yearly throughout length of agreement & do not count towards BSN SPORTS product / apparel rebate program.
7. **BSN SPORTS Service Promise:** BSN SPORTS will provide a dedicated sales professional ("BSN SPORTS Representative") to conduct bi-weekly on-site visits to School throughout the term of this Agreement. BSN SPORTS Representative will be responsible for showing product samples, communicating order deadlines and providing 24-hour response for all questions and concerns. BSN SPORTS will also carry a minimum of \$25 Million dollars of NIKE product at any given time.

Terms and Conditions:

1. **Exclusive Supplier.** School will use BSN SPORTS as their exclusive supplier for any and all of its athletic apparel, footwear, and equipment needs. It is also agreed that School will adhere to the BSN SPORTS collegiate ordering calendar to help ensure availability and delivery in a timely manner.
2. **NIKE Apparel at Events.** School's coaching staff and athletes will only wear NIKE branded footwear and apparel at competitions whenever possible.
3. **Purchase of NIKE & Other Products.** School shall notify its athletes that My Team Shop, which is operated and owned by BSN SPORTS, will serve as the online purchasing site for all additional NIKE products purchased directly by athletes, as well as their family and friends. School cannot guarantee that athletes and their family and friends will exclusively use the

FOOTBALL
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SOCCER
BASEBALL
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TENNIS
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UNIFORMS
TRACK&FIELD
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FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



My Team Shop to purchase NIKE products. Each sport will offer a minimum of two (2) My Team Shop opportunities to their student athlete families/fans/alumni per year throughout length of agreement.

4. **Promotion.** School will promote this partnership through public announcements at events and digital media advertising as listed below, at football, basketball, baseball games, and any other sporting event where applicable. Also, BSN SPORTS will receive: (i) four (4) tickets or passes, as applicable, to all School athletic games, competitions, and tournaments or similar events, and (ii) three (3) vendor / athletic parking pass for use by the BSN SPORTS Representative for sales calls, meetings, presentations, and campus visits. BSN SPORTS will receive one free hole sponsorship and foursome at annual golf outing. Static logos for BSN SPORTS & NIKE to appear on banner of athletic department website as the official supplier.

***All inventory is to the extent that capabilities exist with School. ***

Football - Inventory will be mirrored and delivered for each regular & post season game when permissible by conference and NCAA rules and/or policies.

- One (1) static signage location, TV visible, location TBD
- Lower LED rotation, 1-minute
- Two (2) :15 second PA announcements
- One (1) :30 second videoboard commercial

Men's & Women's Basketball - Inventory will be mirrored and delivered for each regular & post season game when permissible by conference and NCAA rules and/or policies.

- Two (2) minutes of courtside LED signage
- Two (2) minutes of stanchion LED signage
- Two (2) minutes of lower LED signage - scoreboard
- Two (2) :15 second PA announcements
- One (1) :30 second video board commercial

5. **Payment Terms.** School must be current on all payment obligations to BSN SPORTS to be eligible for all promotional products and rebates. Payments will be made within thirty (30) days of invoice unless alternate payment arrangements have been made and agreed to in writing by both parties.
6. **Additional Charges.** Decoration charges (including charges for embroidery and screen printing) are extra
7. **Exclusions.** Products sold through Varsity Brands companies, Varsity Spirit & Herff Jones, will not be included in spending level totals.
8. **Freight and Shipping.** School is responsible for all freight/shipping charges of up to 6% on all small parcel shipments via FedEx ground with a minimum freight charge of \$8.95. Quoted shipping charges for all LTL, FTL Freight Truck & expedited air shipping when requested by the school, resulting from merchandise purchased and/or received under this Agreement. However, School shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of BSN SPORTS.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
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WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
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9. **Term of Agreement.** The term of this Agreement shall be for five (5) years, beginning on July 1, 2023, and continuing through June 30, 2028 (the "Initial Term" unless earlier terminated in accordance with this Agreement. This Agreement may be renewed by the parties for successive three (3) year terms (each a "Renewal Term" and together with the Initial Term, the "Term"); provided that: (i) School may solicit offers from competitors of BSN SPORTS for the provision of apparel, footwear, and equipment to commence after the Initial Term or then-current Renewal Term until six months prior to the expiration of the Initial Term or such Renewal Term (the "Shopping Period"); (ii) should School receive an offer during the Shopping Period, School shall communicate such offer to BSN SPORTS and provide BSN SPORTS with the opportunity to match such terms in the following Renewal Term. In any event, the parties may renew this Agreement in writing signed by both parties no later than ninety (90) days before the expiration of the Initial Term or then-current Renewal Term.

10. **Force Majeure Event:** Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event.

Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.

11. **COVID-19.** The parties acknowledge the ongoing risk and uncertainty regarding the impact of COVID-19 on their obligations under this Agreement. Notwithstanding the potential foreseeability of such impact, the parties acknowledge and agree that any actions taken by one party in response to or in compliance with recommendations, guidance, orders or other actions or directives of governmental or other applicable authorities with expertise in infectious diseases (e.g., WHO, CDC, NIAID, etc.) pertaining to COVID-19 shall constitute a Force Majeure event under this Agreement. In addition, if either party reasonably and in good faith determines that COVID-19 has made its obligations under this Agreement unworkable or overly burdensome, the affected party may terminate or postpone the

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BSN SPORTS™

Agreement without penalty, provided written notice is provided to the other party at least 30 days before the event.

12. Termination of Agreement.

- a. Breach
 - i. If BSN SPORTS or School should fail to perform or be in breach of any of the warranties, representation, covenants or obligations contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting party.
- b. Early Termination
 - i. In the event that School elects to terminate this Agreement prior to the end of the Term, School shall pay to BSN SPORTS, as liquidated damages and not as a penalty, (i) the cash equivalent of the free product allotment received by School under Section 3 of "Benefits" for the year in which it was termed.

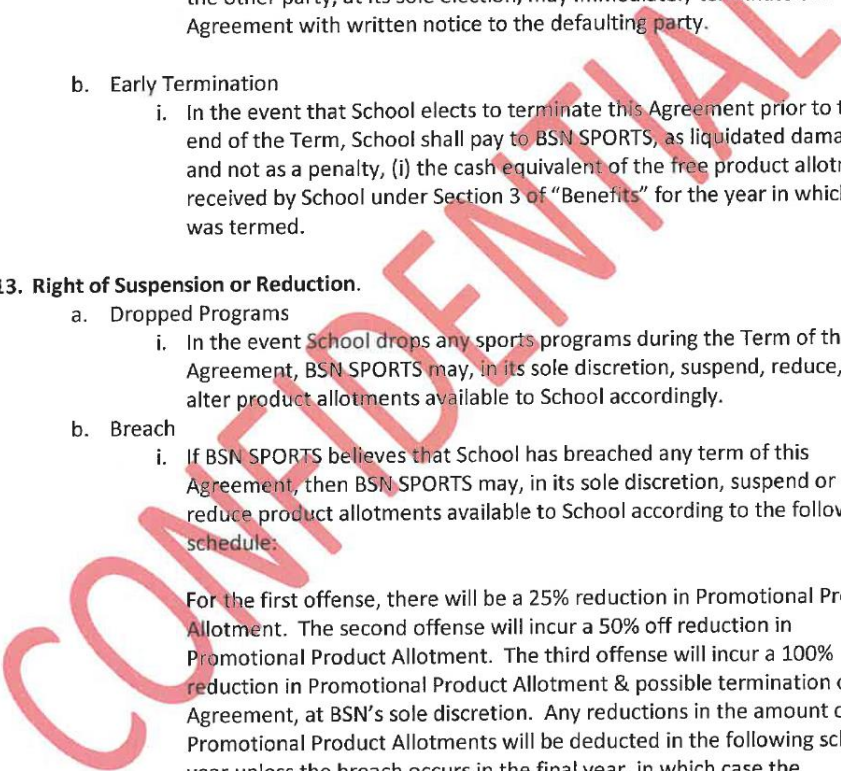
13. Right of Suspension or Reduction.

- a. Dropped Programs
 - i. In the event School drops any sports programs during the Term of this Agreement, BSN SPORTS may, in its sole discretion, suspend, reduce, or alter product allotments available to School accordingly.
- b. Breach
 - i. If BSN SPORTS believes that School has breached any term of this Agreement, then BSN SPORTS may, in its sole discretion, suspend or reduce product allotments available to School according to the following schedule:

For the first offense, there will be a 25% reduction in Promotional Product Allotment. The second offense will incur a 50% off reduction in Promotional Product Allotment. The third offense will incur a 100% reduction in Promotional Product Allotment & possible termination of Agreement, at BSN's sole discretion. Any reductions in the amount of Promotional Product Allotments will be deducted in the following school year unless the breach occurs in the final year, in which case the deduction will happen in the current school year or the first renewal year. The decision to apply the deduction in the current school year or the first renewal year is at BSN SPORTS discretion.

- 14. **Severability.** Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.

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- 15. Non-waiver.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
- 16. Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 17. Assignments.** Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a "Change of Control" means a merger, sale, transfer, or other disposal of all or substantially all of the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.
- 18. Notices.** Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to BSN SPORTS:
BSN SPORTS, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Todd Northrop

With a copy to:
Varsity Brands, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Chief Legal Officer

If to School:
[INSERT]

- 19. Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas.
- 20. Modification of Agreement.** This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

This Agreement is made and entered into by and between the parties this ____ day of February 2023.

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Signed: _____

Director of Athletics
BUTLER COMMUNITY COLLEGE
Todd Carter

Signed: _____

President
BUTLER COMMUNITY COLLEGE
Kim Krull

Signed: _____

Vice President – Collegiate Select
BSN SPORTS, LLC
Todd Northrop

Signed: _____

Senior VP – Collegiate Select
BSN SPORTS, LLC
Dan Dickman

CONFIDENTIAL

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TOPIC for ACTION
Agreement with The CE Shop Training Provider

REPORT:

BETA is requesting approval of an agreement with The CE Shop as an online educational training partner which offers courses such as: Online real estate courses for pre-licensing, exam prep, post-licensing, and continuing education, Home Inspection Licensing, Appraisal Licensing and Online Mortgage Education. The agreement establishes a revenue share for students purchasing The CE Shop products with no cost to Butler CC.

RECOMMENDED ACTION:

Approval of the agreement with The CE Shop.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Jon Cressler, Chief Business Development Officer – BETA
Supervisor: Michelle Ruder, Director – BETA
Date Submitted: March 23, 2023



The CE Shop LLC Affiliate Agreement

This Affiliate Program Agreement ("Agreement") is entered into and becomes effective at the time of acceptance/submission between **THE CE SHOP** ("CES"), and **Butler Community College** AFFILIATE") as provided below. CES and Affiliate will be referred to collectively as "Parties" and individually as a "Party." WHEREAS, CES develops and delivers online education courses. WHEREAS, AFFILIATE agrees to market and promote the CES online courses and products developed by CES in various markets as delivered by CES. NOW, THEREFORE, AFFILIATE and CES hereby agree as follows:

1. **TERM.** This Agreement shall commence on the start date provided below and shall continue unless either Party provides the other Party with a thirty (30) day prior written notice of termination. Upon termination as provided herein, all currently enrolled students shall be entitled to complete the course they are currently enrolled in.
2. **MARKETING RIGHTS, LIMITATIONS and OBLIGATIONS.**
 - a. **Marketing Rights.** CES hereby grants the AFFILIATE a non-exclusive, non-transferable license to market CES online courses and products through the AFFILIATE Program. AFFILIATE is also granted the right to conduct off-line marketing of CES online courses and products.
 - b. **Limitations.** This Agreement shall be limited to the Universal Resource Locator (URL) available via AFFILIATE's and CES Website(s) and shall not include rights to the source code of the website or courses or the contents contained therein, which is exclusively owned by CES. Additional URL's will be agreed upon by both parties and AFFILIATE shall submit such request(s) in writing.
 - c. **Obligations.**
 - i. **AFFILIATE RESPONSIBILITIES:**
 1. AFFILIATE will create a link on its website

to its student landing page

on CES website(s). (Example: XXX.TheCEShop.com)
 2. AFFILIATE will provide its logo for use on AFFILIATE student landing page and select marketing materials exclusive to its marketing efforts with CES.
 3. AFFILIATE will actively market the related CES distance education products on AFFILIATE website and through printed and electronic marketing materials that are intended for real estate education.
 4. AFFILIATE will not sell, disclose, or otherwise provide student data or information to any third party.
 - ii. **CES RESPONSIBILITIES:**
 1. CES will create a student landing page on the CES website(s) for AFFILIATE
 2. CES will provide access to CES Administrative Portal for AFFILIATE to access reporting for enrollments through its student landing page
 3. CES will provide access to the Monthly Marketing Toolkit and Monthly Newsletter to support AFFILIATE marketing responsibilities.
 4. CES will provide and maintain course approval, regulatory reporting, customer support and technical support for CES owned courses.
3. **REVENUE SHARE.** CES agrees to pay AFFILIATE a revenue share of the actual cash amount, less applicable sales taxes, received through the AFFILIATE's URL as follows:

March 28, 2023

PLEASE EMAIL AGREEMENT, W-9 AND LOGO TO sales@theceshop.com



- a. For CES owned and state approved courses only, CES shall pay **twenty** percent of actual cash received, less applicable sales taxes. For non-CES owned courses only, AFFILIATE shall be paid that share of actual cash received, less applicable sales taxes, provided for in the contract between CES and the content owner.
 - b. Revenue Share payments will be made on a calendar **quarterly** basis, with the payment being made within thirty (30) days of the end of a calendar quarter. Any revenue share payment check issued by CES to AFFILIATE must be cashed within 6 (six) months of the issue date or such payment will be forfeited. CES cannot reissue uncashed checks.
 - c. Due to money-back guarantee policies offered by CES, CES shall pay AFFILIATE commissions on paid for courses only. Further, CES shall be entitled to deduct any refunds from said commissions. Accordingly, refunds processed after revenue share payments have been made will be credited against future revenue payments.
4. **INTELLECTUAL PROPERTY, CONFIDENTIALITY and OWNERSHIP.** AFFILIATE recognizes that the CES websites, including the domain name, the source code, and the functionality, as well as the on-line education courses (collectively the IP), are the exclusive property of CES, and all enhancements or improvements to the IP shall vest with CES. All applicable copyrights, trade secrets, patent and other intellectual and proprietary rights in the website and all other items mentioned hereunder are and remain in CES. It is expressly understood that no title to or ownership of the website, the content provided on the website, or the online courses or products, or any part thereof, is hereby transferred to AFFILIATE. AFFILIATE agrees not to make use of the source code, use a similar domain name, the CES Website, or the courses or products developed by CES, for his own benefit or for the benefit of any third parties, apart from the benefit of CES.
 5. **UNAUTHORIZED USE and LEGAL COMPLIANCE.** AFFILIATE warrants that all use of the website shall be for the legitimate and legal purposes of the AFFILIATE and its subscribers. AFFILIATE shall indemnify and hold CES harmless from any claim, loss, cost, fine or expense, including reasonable attorneys' fees, arising out of AFFILIATE breach of any provision of this Agreement.
 6. **INDEMNITY.** CES does hereby indemnify and hold AFFILIATE harmless from and against any and all claims, causes, demands, losses, liabilities, costs, damages, expenses and fees, including without limitation, court costs and reasonable attorneys' fees incurred, related to or arising in any manner from or out of the performance or failure of performance by CES of any of its duties under this Agreement. AFFILIATE does hereby indemnify and hold CES harmless against any and all claims, causes, demands, losses, liabilities, costs, damages, expenses and fees including without limitation, court costs and reasonable attorneys' fees, incurred, related to or arising in any manner from and out of the performance or failure of performance by AFFILIATE of any of its duties under this Agreement. The mutual indemnifications made and given in this section shall survive the expiration of this Agreement for a period of two (2) years.
 7. **LIMITATION OF LIABILITY.** In no event shall CES be liable for any loss of profit, punitive, special, incidental, consequential or other indirect damages under a cause of action arising out of or relating to this agreement, including, without limitation, claims arising from malfunction or defects in the website or non-delivery/non-accessibility of the services, even if CES has been advised of the possibility of such damages. In no event shall CES's total liability for any claims arising out of this agreement exceed the amount paid to CES by students attributable to AFFILIATE within one year of the written notice of the claim. In no event shall AFFILIATE'S total liability for any claims arising out of this agreement exceed the amount paid to CES by students attributable to AFFILIATE within one year of the notice of the claim. No claim may be brought by AFFILIATE under this agreement more than one (1) year after accrual of such claim.

8. **Non-Disclosure.**

- a. The Parties hereto acknowledge that, in the course of performing their obligations under this Agreement, certain Confidential Information of the Parties may be disclosed to it, and agrees that they will not, except as otherwise specifically contemplated by this Agreement, disclose to any person or entity or use for its own benefit any such Confidential Information. "Confidential Information" means all information concerning or related to the business, operations, financial condition or prospects of the Parties, regardless of the form in which such information appears and whether or not such information has been reduced to tangible form, and specifically includes: (i) all information regarding the officers, directors, employees, equity holders, Content Providers, suppliers, distributors, sales representatives and Licensees of the Parties, in each case whether present or prospective; (ii) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of the Parties; and (iii) all financial statements, audit reports, budgets and business plans or forecasts of the Parties. Confidential Information does not include information which is or becomes generally known to the public through sources other than the Parties, or information which the Parties lawfully obtain from a source other than the Parties, so long as such source has no obligation of confidentiality to the Parties, or any information needed to provide said services as are required by the Parties pursuant to this Agreement.
- b. Each Party acknowledges that the other would be irreparably damaged if either does not perform any of the provisions of this Section in accordance with the specific terms. Accordingly, each Party is entitled to an injunction or injunctions to prevent breaches of this Section by the other Party, and has the right to specifically enforce this Section against the other Party in addition to any other remedy to which it may be entitled at law or in equity. If any court determines that the restraints provided in this Section are too broad as to time or subject matter, these may be reduced to whatever extent the court deems reasonable and appropriate, and the covenants contained in this Section will be enforced as to such reduced time or subject matter. The obligations of each of the Parties under this Section will survive any termination of this Agreement for a period of two (2) years but shall end as provided herein.

9. **ASSIGNMENT.** Neither Party can assign this Agreement, except in the connection with any merger, acquisition, or other corporate reorganization, without the written consent of the other Party.
10. **JURISDICTION and VENUE.** This Agreement shall be governed and interpreted according to the laws of Kansas, and venue shall be maintained in a court of competent jurisdiction in El Dorado, Butler County, KS without reference to its conflicts of laws thereof.
11. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
12. **WAIVER.** The failure by any Party to exercise any right or remedy provided for herein will not be deemed a waiver of any right or remedy hereunder.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement



may not be released, discharged, or modified by the AFFILIATE except by an instrument in writing signed by the Parties.

- 14. **NOTICES.** All notices required or permitted to be given by one Party to the other under this Agreement will be sufficient if sent by certified mail, return receipt requested, or air express courier to the Parties at the following addresses or to such address as designated by a Party in writing: The CE Shop, 5670 Greenwood Plaza Blvd., Suite 340W, Greenwood Village, CO 80111; 888-827-0777. AFFILIATE: Butler Community College, 901 S Haverhill Rd, El Dorado, KS, 67042. If a notice is given by certified or registered mail, it will be deemed received by the other Party on the third business day following the date on which it is deposited for mailing. If a notice is given by either Party by air express courier, it will be deemed received by the other Party on the next business day following the date on which it is provided to the air express courier for next day delivery.

Butler Community college



By:

Jon Cressler

Name:

Title:

Date: 3/30/2023

The CE Shop LLC

By:

Name: Bobby DeSpain

Title: Vice President of Sales

TOPIC for ACTION
Agreement with Upright Training Provider

REPORT:

BETA is requesting approval of an agreement with Upright as an online educational training partner offering courses such as software development, UX/UI Design and Tech Sales. The agreement establishes a revenue share for students purchasing Upright products with no cost to Butler CC.

RECOMMENDED ACTION:

Approval of the agreement with Upright.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Jon Cressler, Chief Business Development Officer – BETA
Supervisor: Michelle Ruder, Director – BETA
Date Submitted: March 23, 2023

ACCELERATED TECHNICAL EDUCATION SERVICES AGREEMENT

This ACCELERATED TECHNICAL EDUCATION SERVICES AGREEMENT (this “**Agreement**”) is effective as of the date of the last signature below (the “**Effective Date**”) by and between Butler Community College, a public Kansas community college having a place of business at 901 S Haverhill Rd, El Dorado, KS 67042 United States (“**BCC**”), and, Upright Education, Inc., a New York corporation having a place of business at 228 Park Ave S, PMB 30244, New York, NY 10003 (“**Upright**”).

Preliminary Statement. BCC desires to retain Upright as an independent contractor to make certain technical education Content available to BCC to offer to BCC Students to enhance the curricular offerings of BCC, and Upright desires to make such Content available to BCC and to BCC Students, in each case, on the terms and subject to the conditions set forth below.

Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Content; Independent Contractor.**

1.1 Subject to the terms and conditions of this Agreement, Upright agrees to make courses and programs specified on **Exhibit A** available to BCC and BCC Students during the Term of this Agreement (collectively “**Content**”). Additional Upright content not specified in this Agreement that BCC seeks to deliver through this partnership must be agreed to in writing by both parties. All Content will incorporate synchronous and asynchronous learning to be hosted online and will utilize learning management systems, video conferencing technology, instant messaging, and email communication. The Content will follow (and will be provided in accordance with) Upright’s standard schedule of Content during the Term of this Agreement. Full-time Career Bootcamp programs (as defined on Exhibit A) will consist of approximately 30 - 40 learning hours per week. Part-time Career Bootcamp programs will consist of approximately 10 - 30 hours of learning per week per Student and will take place on an evening and weekend, or self-paced schedule. Career Ignition courses (as defined on Exhibit A) will generally consist of approximately 10 - 30 learning hours per week per Student, to be completed on an evening and weekend, or self-paced schedule. Introductory (Intro) Courses will take place on a self-paced schedule and will vary in duration and course length depending on the subject material.

2. **Enrollment.**

2.1 Individuals who enroll in Content through the BCC-branded Content microsite pursuant to the terms and conditions of this Agreement will be Students of BCC during the term of their Content (each a “**Student**”).

2.2 Student rules, regulations, code of conduct, guidelines, behavior policies, academic policies, academic procedures and the like relating to the Content will be proposed by Upright and must be approved by BCC prior to enrollment.

3. **Promotion; Enrollment.** During the Term, BCC will use reasonable best efforts to (i) promote the Content through BCC’s website and marketing campaigns to alumni and regional communities, and (ii) support BCC Student enrollment in the Content. The optimal cohort size per Content with regards to program costs and Students learning experience is 20 Students. Upright recognizes that BCC may not be able to consistently meet this enrollment goal and thus Upright also may identify and recommend additional applicants to enroll in the Content.

4. **Accreditation; Certification.**

4.1 BCC acknowledges and agrees that Upright (i) is not accredited; (ii) not licensed by any state agency; and (iii) makes no prediction or guarantee regarding the employability of BCC Students following training.

4.2 Students who meet all of the Content requirements will, upon successful completion of any of the Content, receive certifications in at least two (2) skill areas, as well as a “Certificate of Completion” for such Content, issued by BCC. Upright Education and digital badging provider Credly will partner to provide Students with digital credentials on behalf of BCC upon

successful completion of the Content. Upright's digital badge system is designed to allow Students to validate, communicate, and demonstrate their skills.

5. Marketing & Branding.

5.1 Each party ("Licensor") hereby grants the other party ("Licensee") a non-exclusive, non-transferable, non-assignable, limited, revocable license to use, reproduce, and display Licensor's trademarks, service marks and other indicia of origin in connection with (i) materials and Student learning resources created and distributed by Upright in connection with the Content (the "Content Materials"), and (ii) web and print-based marketing materials, advertisements, sales aids, and promotional assets for the Content (the "Promotional Materials"). Licensor will white label the Content Materials to use the branding reasonably requested by Licensee; provided, however, that upon termination of this Agreement for any reason, any such Content Materials, whether or not branded with any Licensee trademarks, service marks or other indicia or origin, shall be returned to Licensor or destroyed by Licensee, and the Party shall certify such return or destruction to Upright in writing upon Upright's request. All such use shall be in accordance with the Licensor style and brand standards provided by Licensor to Licensee in writing. The parties may mutually agree to co-brand Content Material and/or Promotional Materials (e.g. "BCC, powered by Upright"). Any permitted use of the trademarks, service marks or other indicia of origin of one party by the other party must be pre-approved in writing by the first party prior to use, and all goodwill generated by the other party by the use of the first party's trademarks, service marks or other indicia of origin shall inure solely to the benefit of the first party. Should Licensor find objectionable any use of its Marks by Licensee, Licensor shall have the right to revoke, with respect to the objectionable use, the rights granted to Licensee under this Agreement to use such Marks, and Licensee shall immediately cease using the applicable Marks in the manner found objectionable by Licensor.

5.2 Upright will be responsible for the creation and development of branded digital marketing materials directly related to the promotion of Content. This includes developing (i) a microsite (program website) for the Content, (ii) lead generation forms, (iii) press releases, (iv) digital advertising, (v) digital sales aids, and (vi) digital banners. As between Upright and BCC, Upright shall be responsible for marketing the Content through paid media and digital advertising, including, but not limited to: Google AdWords and paid social media advertising. All advertising, marketing, and branded material under this agreement are subject to the approval of BCC. BCC will have the opportunity to review and approve all marketing activities, plans, guidelines and other marketing materials used by Upright. BCC shall be responsible for ensuring that such statements that it approves do not have the likelihood or tendency to deceive or confuse particularly as relates to the nature of BCC's educational program, financial charges, job placement rates, and employability of graduates. Upright shall not make any statements regarding BCC's educational program, financial charges, job placement rates, or employability of graduates except for those expressly approved in writing by BCC.

5.3 BCC shall: Promote the Courses and the Programs in the same method and manner as similar online certificate programs at BCC, including placement on the BCC website (if such placement is given to any other similar BCC program), within BCC career center, and at all student recruitment events and professional school fairs attended by BCC representatives in a manner comparable to the promotion of BCC other online certificate programs, including initial and ongoing press announcements. Grant the Upright Business Manager access to, and permissions for, a BCC Facebook account for the purpose of creating and promoting the Programs through advertisements or other relevant forms as well as other similar social media accounts as recommended. To the extent BCC promotes BCC certificate programs BCC shall promote the Courses and the Programs in a comparable manner, including by characterizing the Programs as equal in quality to other similar BCC programs. Further, BCC shall consult with Upright in the development of additional promotion strategies.

5.4 While Upright will use digital marketing as a means of advertising Content, BCC is encouraged to use the following, established resources and channels to promote Content: (i) corporate, education, and community partners, (ii) alumni, donor, and Students networks, (iii) mailing lists and email communications, (iv) social media, (v) local and national press media, (vi) events planning and hosting, and (vii) other relevant venues.

5.5 **Marketing Rights.** Upright shall be the exclusive marketer of the Courses and the Programs. BCC will work together in good faith with Upright to review and approve promotional content provided by the BCC, and will make approved content available via the following: (A) University's Facebook, Instagram, and LinkedIn pages as recommended by the Company; (B) a subdomain (to retain the .edu URL), and (C) alumni groups, corporate partners and other potential interested groups associated with BCC and identified jointly as appropriate between the Upright and the BCC.

5.6 With Student permission, Upright reserves the right to include Student work, reviews/testimonials, social media posts, and/or projects created while attending a course in any marketing and media material.

6. **Curriculum & Instruction.** All curriculum, instruction, lesson materials and instructors for the Content will be selected and provided by Upright subject to final approval by BCC. BCC bears final responsibility for ensuring the quality and integrity of the Content and that Upright's materials comply with BCC's academic standards and requirements of any education regulatory agencies. For the avoidance of doubt, Upright's services do not include, and BCC is solely responsible for, final approval of substantive information and curricular materials used in the Content, final approval of instructors, including any required disclosures, assignment of grades, and assessment of student learning in the Content. If BCC does not approve of program components such as curriculum or materials, BCC will work with Upright to make modifications. If BCC does not approve of an instructor, BCC will identify an individual qualified to teach the Content to replace the instructor selected by Upright.

7. **Admissions.** The parties shall collaborate to carry out for the admissions process. Upright shall be responsible for (i) interviewing prospective Students, (ii) administering any assessment for entry into the Content, (iii) recommending denial, deferral or acceptance of prospective Students, (iv) collection of Tuition Payments and related deposits on behalf of BCC, and (v) distributing pre-course work and course material for the Content. Upright shall not deny or discriminate against any Students on any illegal basis under federal or state law including but not limited to Title IV of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972 or Section 504 of the Rehabilitation Act of 1973. BCC shall remain solely responsible for establishing admissions criteria and admitting students to the Content.

8. **End-User Terms of Service.**

8.1 **Access and Use Rights.** Subject to the terms and conditions of this Agreement, during the Term, Upright grants to BCC a non-exclusive license to (a) access, use, perform, and digitally display the Upright platform as required to offer the Content to Students through Upright in the United States of America; (b) use and reproduce a reasonable number of copies of Upright documentation solely to support the BCC's use of Upright's platform; and (c) reproduce, display and transmit (but not modify other than as expressly permitted herein) the Upright materials solely as part of the Content and via Upright's platform. The foregoing licenses are conditioned on BCC agreeing that (a) BCC may not distribute, sublicense, or otherwise convey any other rights in Upright's platform or Upright's materials; (b) BCC shall require any authorized end user to enter into a contractual arrangement legally binding agreement with BCC, which agreement shall must be reasonably satisfactory in form to both parties, and which arrangement in any event provides no less protections for Upright in respect of its confidential information, Upright's platform, and Upright's marks as are provided by the terms hereof and Upright's Terms of Service (the "Course End User Agreement"). BCC acknowledges and agrees that in the event of any act or omission of any authorized end user in connection with use of, or access to, Upright, which act or omission would constitute a breach of this Agreement if undertaken by the BCC, shall enable Upright to terminate all access to the breaching authorized end user immediately. Except as provided in this Agreement, BCC shall not distribute, market, sublicense, assign, sell, lease, rent, convey or otherwise transfer, or pledge as security or otherwise encumber, the rights and licenses granted hereunder with respect to Upright's platform or materials. In no event shall BCC have any surviving rights to reproduce, display, transmit or use in any manner Upright's materials after the expiration or termination of this Agreement.

8.2 **Provision of Access to Students.** On or as soon as reasonably practicable after the beginning of the applicable Term, Upright shall provide BCC the access protocols required to allow Students to access the Content through Upright's platform, provided that Upright may deny access to any authorized end user until the that user has agreed to comply with the Course End User Agreement.

8.3 Usage Restrictions. BCC may not use Upright’s platform or materials for any purposes other than the provision of Content to Students, except with the prior written consent of Upright. Without limiting the foregoing, BCC may not (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of Upright’s platform is compiled or interpreted; (b) modify Upright’s platform or materials or create any derivative product from any of the foregoing, except with the prior written consent of Upright; or (c) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, BCC’s rights under this Agreement, except to the limited extent permitted elsewhere in this Agreement. Notwithstanding the foregoing, decompiling Upright’s platform is permitted to the extent the laws of BCC’s jurisdiction require Upright to give BCC the right to do so to obtain information necessary to render Upright’s platform interoperable with other software; provided, however, that BCC must first request such information from Upright and Upright may, in its discretion, either provide such information to BCC or impose reasonable conditions, including a reasonable fee to be mutually agreed by the Parties in good faith, on such use of the source code for Upright’s platform to ensure that Upright’s and its suppliers’ proprietary rights in the source code for Upright’s platform are protected. Except as expressly set forth herein, no express or implied license or right of any kind is granted to BCC regarding the Upright’s platform or materials, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to Upright’s platform or materials. BCC shall ensure that its use of Upright’s platform or materials, and its provision of the Content complies with all applicable laws, statutes, regulations or rules. BCC shall notify Upright immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. **Classroom Analytics; Outcomes Data.** Upright will obtain data, insights, and analytics throughout Content to gauge Student satisfaction, participation, and success. This data may be both qualitative and quantitative and come in the form of surveys, feedback, observations, engagement metrics, CSAT scores, and other relevant information from Students. As between the parties, BCC owns all student data. BCC grants Upright a limited, irrevocable, perpetual, license to: (a) store, copy, use and analyze the student data to perform its responsibilities under this Agreement; (b) store, copy, use and analyze the student data to create de-identified student data, and store, use, copy and modify such de-identified student data sets to improve, develop and commercially exploit Upright’s services; and (c) publish reports and data resulting from Students outcomes directly resulting from the Content (collectively, “**Outcomes Data**”). Outcomes Data will be aggregated across all Upright partner programs, and BCC can choose to remain anonymous at its own discretion. All Outcomes Data that is made publicly available will be aggregated and will not reveal any personal information. Students will not be obligated to share any of their outcomes or placement data and may refuse to contribute their data .

10. **Facilities.** While all Content will be made available by Upright online, BCC may choose to offer its facility resources to Students. Facility resources may include the library, common spaces, co-working areas, and meeting rooms. BCC shall be solely responsible for all use of its facility resources by Students. BCC may charge a mutually agreed upon fee for use of its physical facilities. In such case, all such fees shall accrue directly to BCC notwithstanding any Partnership Fee payments contemplated herein.

11. **Career Services & Workforce Development.** Upright will make its existing career readiness resources available to Students, subject to Upright’s standard terms and conditions for such resources, which may include work portfolio reviews, relevant industry-specific language for in-demand technology jobs, social media profile support, technical interview training, one-on-one career coaching, and soft skills training.

12. **Tuition Payments; Partnership Fees.**

12.1 Upright may suggest the tuition to be paid by Students to attend the Content, but BCC shall retain authority to determine tuition paid by Students. All tuition payments will be paid by Students directly to Upright prior to the start of the Content (collectively, “**Tuition Payments**”), unless otherwise agreed to in writing by the parties. BCC shall not be required to permit a Student to attend Content unless such Student has paid Upright in full all applicable Tuition Payments.

12.2 In full consideration for BCC performance of its obligations hereunder, Upright will pay BCC a Partnership Fee equal to 18% of tuition collected (“**Partnership Fee**”). Partnership Fee payments shall be calculated on a Student-by-Student and Content-by-Content basis, with the applicable Partnership Fee for each Student of particular Content to be paid by Upright to BCC 60 days after the start of the Content start date. If pursuant to BCC directive Upright is required to return any prior

payment to Student pursuant to a mutually agreed-upon schedule or standard, then Upright shall make the corresponding deduction from the next payment due to BCC; to the extent no next payment is due to BCC, BCC shall issue a refund to Upright within thirty (30) days of demand.

12.3 For the purposes of this agreement no BCC scholarships shall reduce the amount of tuition collected. No Title IV will be used to pay for any part of this Content on behalf of any Students.

12.4 BCC shall be responsible for all sales, use, value-added, excise or other similar taxes, duties and charges of any kind relating to any payments made to BCC hereunder. BCC and Upright shall perform their duties pursuant to this Agreement as independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership or other joint relationship between BCC and Upright. Neither Party will be responsible for and will indemnify, defend and hold the other Party harmless from and against any and all liability in connection with each Party's own employees or agents for wages, benefits, withholding, social security and employment taxes, worker's compensation, disability, or unemployment compensation, and all other applicable laws and regulations relating to its employees. Neither Party shall have the ability to incur any obligation on behalf of the other, except as provided under this Agreement and in connection with the Services.

12.5 The Parties agree that pursuant to this Agreement Upright is providing a bundle of services [, as set forth in Exhibit A,] to BCC covered by the U.S. Department of Education's ("ED") incentive compensation rule, 20 U.S.C. § 1094(a)(20), and the services are aligned with Example 2-B, page 12 of the ED Dear Colleague Letter titled "Implementation of Program Integrity Regulations," dated March 17, 2011 (GEN-11-05).

13. Confidentiality.

13.1 From time to time during the Term, one party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party") information about its business affairs, goods and services, programs, forecasts, confidential information, Students and alumni personal information (including FERPA Data), and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other confidential or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, prior to the time of disclosure was: (a) in the public domain; (b) rightfully obtained by Receiving Party on a non-confidential basis from a third party; or (c) independently developed by Receiving Party without use of or reference to the Confidential Information. For the avoidance of doubt, the Content, Content Materials, Materials and Promotional Materials shall be considered the Confidential Information of Upright, and BCC Students and alumni personal information shall be considered Confidential Information of BCC.

13.2 The Receiving Party shall, (a) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as the Receiving Party uses to protect its own Confidential Information, but in no event using less than a reasonable degree of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement; and (c) not disclose any Confidential Information except to those of the Receiving Party's employees who have a need to know such Confidential Information to assist the Receiving Party in performing its obligations under this Agreement in accordance with the terms and conditions of this Agreement and who are bound by obligations of confidentiality, non-disclosure and restricted use that are at least as restrictive as those set forth in this Agreement. The Receiving Party shall not disclose Confidential Information to any third party unless required to be disclosed to comply with applicable law, governmental rule or regulation, or policies of accrediting bodies or other non-governmental education regulatory authorities with oversight over BCC; provided that, the Receiving Party provides prior written notice of such disclosure to the Disclosing Party, cooperates with the Disclosing Party to obtain confidential treatment of the Confidential Information, and only discloses Confidential Information to the extent necessary for such legal compliance.

13.3 Upright recognizes that BCC is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and that Upright may have access to FERPA-protected Student information (considered Confidential Information) during the performance of its obligations under the Agreement. The parties shall comply in all material respects with the FERPA and its implementing regulations (20 U.S.C. § 1232g; 34 C.F.R. Part 99, commonly known as FERPA) and any other

applicable state privacy laws. To the extent Upright has access during the Term to "Education Records" and "Personally Identifiable Information" (as those terms are defined in 34 C.F.R. § 99.3) as a result of this Agreement, it is deemed a "School Official," as such term is defined in 34 C.F.R. § 99.3. Upright shall use commercially reasonable efforts to maintain the security of Education Records and Personally Identifiable Information and to otherwise ensure its compliance with FERPA and its implementing regulations. Except as required by law or as directed by BCC, Upright shall not disclose or share Education Records containing un-redacted Personally Identifiable Information with any third party, except to Upright's subcontractors who have agreed in writing to maintain the confidentiality of the Education Records to the same extent required of Upright under this Agreement.

14. **Ownership of Materials.** As between the parties, Upright will at all times exclusively own Upright's platform; Content Materials and Promotional Materials (collectively, "Materials"); and Upright's Confidential Information; and all Intellectual Property Rights relating thereto. As between the parties, BCC will at all times exclusively own BCC's Materials, including pictures, graphics, text or other content uploaded into Upright's platform or used by BCC to deliver the Content; the Student Data; and BCC's Confidential Information; and all Intellectual Property Rights relating thereto. BCC hereby acknowledges and agrees that: (i) the Content contains and embodies valuable trade secrets and confidential information of Upright and its licensors, the development of which required the expenditure of considerable time and money; (ii) the Content is and contains works of authorship owned by Upright and its licensors and protected by, among other things, the copyright laws of the United States; (iii) Upright and its licensors are and shall remain the sole and exclusive owners of all right, title and interest in and to the Content (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other intellectual property or proprietary rights embodied in or associated with the Content); and (iv) BCC will not acquire, and nothing in the Agreement conveys, any right, title or interest in or to the Content to BCC. For the avoidance of doubt, all records, materials, lesson plans, files, online content, videos, slide decks, and all other data, information and content, in whatever form or media, that may be used by Upright in connection with the Content or otherwise made available to BCC or Students in connection with the Content including, without limitation, all Content Materials and Promotional Materials (collectively, "Materials") shall be deemed to be a part of the Content, and Upright shall remain the sole and exclusive owner of all right, title and interest in such Materials (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other intellectual property or proprietary rights embodied therein or associated therewith). Upon termination of this Agreement for any reason, all Materials shall be returned to Upright or destroyed. No right, title or interest of any nature whatsoever in or to the Content (including the Materials) is granted to BCC hereunder, whether by implication, estoppel, reliance, or otherwise.

15. **Alumni Program.** Graduates of the Content will become part of the growing Upright community that Upright engages, nurtures, and highlights through a series of networking and learning events. Graduates of all Content are granted access to continued use of Upright's online educational materials, community groups, and alumni communication channels.

16. **Termination.**

16.1 The Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Section 16, will continue until the three (3) year anniversary of the Effective Date (the "Initial Term"). Thereafter, the Agreement shall automatically renew for one additional twelve (12) month period (a "Renewal Term") unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term (a "Renewal Term"). The Initial Term and the Renewal Term, if any, shall be referred to collectively herein as the "Term". Notwithstanding the foregoing, this Agreement may be earlier terminated by either party at any time without cause on one-hundred twenty (120) days' written notice ("Early Termination"). Furthermore, the Term of this Agreement shall not relieve Upright from any Partnership Fee payment obligations following the expiration of the Term or Early Termination which accrued prior to the termination of the Term. If, prior to receiving notice of termination, a Partner generates enrollments in Upright's Content pursuant to this Agreement which courses will be delivered after the expiration of the Term, that Upright will provide those courses provided further that such courses are delivered within one (1) year following the expiration of the Term.

16.2 Following expiration or termination of the Agreement for any reason, unless the parties mutually in writing, the parties will continue to perform their responsibilities and services under this Agreement with respect to any then active Students, for the period of any Term begun prior to termination of this Agreement (the post-termination services are referred to herein as the "Transition Services," and the mutually agreed upon period(s) in which such services are made available are referred to herein as a "Transition Period").

As part of the Transition Services under this Agreement, Upright shall continue providing BCC and authorized end users access to the Upright platform and Materials for the sole purpose of making the Content available to the Students for any Transition Period. Unless otherwise mutually agreed upon in writing, the Transition Services will be provided at least at the same levels of quality and timeliness of performance as such services were required to be provided prior to the termination (and at the same rates where applicable). During the Transition Period, the parties shall work in good faith to wind down their relationship and effect an orderly transition, with a goal of minimum interruption to the Students.

16.3 Either party may terminate this Agreement if the other breaches any material obligation provided hereunder and fails to cure that breach within thirty (30) days after its receipt of written notice identifying the breach.

16.4 The expiration or termination of this Agreement for any reason shall not release either party from any liability or obligation arising prior to such expiration or termination, nor will the expiration or termination of this Agreement prevent either party from pursuing all rights and remedies it may have under this Agreement, or at law or in equity. Promptly following the expiration or termination of this Agreement, each party shall (i) cease to represent that Content is available to BCC Students, and (ii) return to the other party or destroy all Materials and all documents and tangible materials containing, reflecting, incorporating or based on the other party's Confidential Information and permanently erase the foregoing from their computer systems.

17. Representations and Warranties.

17.1 Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) the execution and delivery of this Agreement by its representative whose signature is set forth on the signature page hereto has been duly authorized by all necessary organizational action of such party; and (c) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

17.2 BCC represents and warrants to Upright that (a) BCC has provided all appropriate notices and has obtained and will maintain all consents, permits, permissions, or licenses that are necessary to (i) deliver and offer the Content to Students and (ii) provide Upright with the Student Data and the BCC materials it supplies to Upright, and to grant it the rights to use such Student Data and BCC materials as contemplated in this Agreement; and (b) BCC shall not make: (i) any false or misleading representations about the Content to the Students or others or (ii) any representations, warranties or guarantees with respect to Upright that are not consistent with the terms of this Agreement.

17.3 Upright hereby represents and warrants that the compensation of its employees complies with Section 487(a)(20) of the HEA (20 U.S.C. § 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education (currently located at 34 C.F.R. § 668.14(b)(22)). Upright employees will not make any decisions about the award of financial aid and title IV, HEA Content funds by University.

17.4 Upright represents and warrants that at all times during the Term of this Agreement, the products and services provided by Upright shall be in compliance with all applicable Federal disabilities laws and regulations, as well as, at a minimum, Web Content Accessibility Guidelines (WCAG) version 2.0 level AA. Upright agrees to promptly respond to, resolve and remediate complaints regarding the accessibility of the products and services provided herein, at no cost to BCC.

17.5 EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 17.1, UPRIGHT DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

18. **Limitations of Liability.** IN NO EVENT WILL UPRIGHT BE LIABLE TO BCC FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, EVEN IF UPRIGHT HAS BEEN ADVISED OF OR IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES. UPRIGHT'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY UPRIGHT TO BCC UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS WILL APPLY REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER A CLAIM OR ACTION SOUNDS IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

19. **Jurisdiction and Disputes.** This Agreement will be exclusively governed by the laws of the State of Kansas, without regard to the conflict of laws principles thereof. All disputes under this Agreement will be exclusively resolved by courts located in the State of Kansas, including the United States courts within Kansas, and the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses.

20. **No Oral Modification.** No amendment or modification of any of the provisions of this Agreement will be effective unless made in a writing specifically referring to this Agreement and duly signed by an authorized representative of each party.

21. **Independent Contractor.** Upright is an independent contractor. This Agreement does not establish an employment, partnership or joint venture relationship between BCC and Upright. It is further understood that Upright is free to work for other parties during and after the Term of this Agreement. Neither party shall represent or hold itself out to anyone as being an agent of the other party. Upright will determine the times, method, details and means of providing the Content.

22. **Partial Invalidity.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement. Should any provision or partial provision be found illegal or unenforceable for being too broad with respect to its duration, scope or subject matter, such provision or partial provision will be deemed and construed to be reduced to the maximum duration, scope or subject matter permitted by law.

23. **Assignability.** Neither party may assign, transfer or sell its rights under this Agreement or delegate its duties hereunder without the other party's prior express written consent, such consent not to be unreasonably withheld; provided, however, that Upright, and its successors and assigns, may assign this Agreement and the rights and obligations hereunder without the consent of the University in the event of an Acquisition. For purposes of this Agreement, "Acquisition" means (a) any merger, business combination, consolidation or purchase of outstanding equity of Upright, or its successors or assigns, in a business combination after which the voting securities of Upright, or such successor or assign, outstanding immediately prior thereto represent (either by remaining outstanding or by being converted into voting securities of the surviving or acquiring entity) less than 50% of the combined voting power of the voting securities of Upright, or such successor or assign, or such surviving or acquiring entity outstanding immediately after such event (other than as a result of a financing transaction); (b) any sale of all or substantially all of the equity or assets of Upright, or its successors or assigns (other than in a spin-off or similar transaction); (c) any other form of business combination or acquisition of the business of Upright, or its successors or assigns, in which Upright, or its successors or assigns, is the target of the acquisition; or (d) a conversion into a corporation, or a merger to effectuate the same.

24. **Notices.**

24.1 All notices and all other communications provided for herein will be in writing and delivered personally to each party, or mailed by prepaid First Class U.S. Mail, or delivered by a recognized national overnight courier service, as follows:

If to Upright to: Upright, Inc.
228 Park Ave S

PMB 30244
New York, NY 10003
Attn: Benjamin Boas, Chief Executive Officer

If to BCC to: Butler Community College
901 S Haverhill Rd,
El Dorado, KS 67042
Attn: **Name, Title, Department**

24.2 If delivered personally, the notice or other communication will be deemed to have been made at the time of delivery. If mailed by prepaid First Class U.S. Mail, the notice or other communication will be deemed to have been made three days after the date of mailing. If delivered by a recognized overnight courier service, the notice or other communication will be deemed to have been made one day after delivery of the notice or other communication to the courier service. A party may change the address to which notice is to be sent by written notice to the other party in accordance with this Section 24.

25. **No Waiver.** No provision of this Agreement may be waived or discharged unless such waiver or discharge is approved by and agreed to in a writing signed by the party against which such waiver or discharge is sought to be enforced. The waiver by a party of any instance of another party's noncompliance with any obligation or responsibility herein will not be deemed a waiver of subsequent instances of noncompliance or of a party's remedies for such noncompliance.

26. **Survival.** Any term of this Agreement which by its nature extends beyond termination of this Agreement will remain in effect until fulfilled and will bind the parties and their legal representatives, successors, heirs and permitted assigns (by way of example and not limitation, Sections 13, 14, 15, and 18 through 32 will remain in effect until fulfilled and will bind the parties and their legal representatives, successors, heirs and permitted assigns).

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument, and facsimile, e-mail or electronic signatures shall be effective as if originals.

28. **Headings.** The headings in this Agreement are provided for convenience only and will not have any bearing on the interpretation or meaning of any term or condition of this Agreement.

29. **Order of Precedence.** In the event of a conflict between any term of this Agreement and any term of Exhibit A, the term of this Agreement will prevail.

30. **Freedom of Action.** Upright is free to enter into and have similar agreements with others and to design, develop, manufacture, acquire or market any products or services and conduct its business in whatever way it chooses. Also, Upright may, with written authorization from BCC, from time-to-time in its discretion engage third parties to assist with providing Content and otherwise fulfilling Upright's obligations hereunder. Nothing herein shall prohibit BCC from entering into similar agreements for similar services.

31. **No Third-Party Beneficiary.** The terms and conditions of this Agreement are between BCC and Upright only. There are no third-party beneficiaries of any of the terms or conditions hereunder.

32. **Use of Names.** Except as otherwise provided in this Agreement, neither party will have the right to use the other party's trademarks, trade names, service marks or any other like designation, nor will it have the right to disclose the existence of this Agreement, in any of its sales, advertising, publications or other external activities, without the other party's prior written consent.

PMB 30244
New York, NY 10003
Attn: Benjamin Boas, Chief Executive Officer

If to BCC to: Butler Community College
901 S Haverhill Rd,
El Dorado, KS 67042
Attn: **Name, Title, Department**

24.2 If delivered personally, the notice or other communication will be deemed to have been made at the time of delivery. If mailed by prepaid First Class U.S. Mail, the notice or other communication will be deemed to have been made three days after the date of mailing. If delivered by a recognized overnight courier service, the notice or other communication will be deemed to have been made one day after delivery of the notice or other communication to the courier service. A party may change the address to which notice is to be sent by written notice to the other party in accordance with this Section 24.

25. **No Waiver.** No provision of this Agreement may be waived or discharged unless such waiver or discharge is approved by and agreed to in a writing signed by the party against which such waiver or discharge is sought to be enforced. The waiver by a party of any instance of another party's noncompliance with any obligation or responsibility herein will not be deemed a waiver of subsequent instances of noncompliance or of a party's remedies for such noncompliance.

26. **Survival.** Any term of this Agreement which by its nature extends beyond termination of this Agreement will remain in effect until fulfilled and will bind the parties and their legal representatives, successors, heirs and permitted assigns (by way of example and not limitation, Sections 13, 14, 15, and 18 through 32 will remain in effect until fulfilled and will bind the parties and their legal representatives, successors, heirs and permitted assigns).

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument, and facsimile, e-mail or electronic signatures shall be effective as if originals.

28. **Headings.** The headings in this Agreement are provided for convenience only and will not have any bearing on the interpretation or meaning of any term or condition of this Agreement.

29. **Order of Precedence.** In the event of a conflict between any term of this Agreement and any term of Exhibit A, the term of this Agreement will prevail.

30. **Freedom of Action.** Upright is free to enter into and have similar agreements with others and to design, develop, manufacture, acquire or market any products or services and conduct its business in whatever way it chooses. Also, Upright may, with written authorization from BCC, from time-to-time in its discretion engage third parties to assist with providing Content and otherwise fulfilling Upright's obligations hereunder. Nothing herein shall prohibit BCC from entering into similar agreements for similar services.

31. **No Third-Party Beneficiary.** The terms and conditions of this Agreement are between BCC and Upright only. There are no third-party beneficiaries of any of the terms or conditions hereunder.

32. **Use of Names.** Except as otherwise provided in this Agreement, neither party will have the right to use the other party's trademarks, trade names, service marks or any other like designation, nor will it have the right to disclose the existence of this Agreement, in any of its sales, advertising, publications or other external activities, without the other party's prior written consent.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each party as of the Effective Date.

Butler Community College

By: _____
Name, Title
Department

UPRIGHT EDUCATION, INC.

By: _____
Benjamin Boas
Chief Executive Officer

EXHIBIT A

CONTENT

TYPES OF CONTENT

Career Ignition Courses

Upright's Career Ignition courses teach the core concepts and digital foundations necessary to master fundamental skills in high-growth subject areas. These courses can serve as a catalyst to Upright's Career Bootcamps or stand alone as introductory courses. These courses are deemed "Ignition Content" for purposes of the Agreement.

Career Bootcamp

Upright's Career Bootcamps teach adult learners the skills they need to enter a new career in tech. The purpose of these courses is to take Students from beginner to employable. Career Bootcamps include Career Services and access to Upright's Employer Network.

Introductory Courses

Upright's Introductory courses prepare learners for the fundamentals needed in order to be successful in either the career ignition courses or the career bootcamps within each subject area. These are deemed Introductory Courses" for the purposes of the agreement.

SUBJECT AREAS

Software Development

Types of Content: Career Bootcamps, Career Ignition Courses, Introductory Courses

Software Development courses comprise a range of cutting-edge technologies across multiple languages and frameworks, mainly within the JavaScript family. Bootcamp courses teach front-end and back-end development by emphasizing a practical application of these skills to develop web and mobile-friendly applications. Ignition programs include skill development in specific areas, such as HTML & CSS or JavaScript Programming. Introductory courses offer individual certifications in these particular areas to demonstrate essential competencies.

UX/UI Design

Types of Content: Career Bootcamps, Career Ignition Courses, Introductory Courses

The UX/UI Design Bootcamp is an immersive, synchronous, instructor-led Career Bootcamp that teaches adults the skills they need to launch a technology career. Starting with the fundamentals, Students will quickly advance through topics of increasing complexity, applying creative problem-solving skills to design and iterating on designs based on research. Students leave this course with a portfolio of work to showcase to potential employers as well as real-world experience that can be immediately applied to a professional career.

Tech Sales

Types of Content: Career Bootcamps, Career Ignition Courses, Introductory Courses

The Tech Sales Bootcamp is a part-time Career Bootcamp that teaches adults the skills they need to launch a career in technology sales. Learners will leave the course understanding the complex languages, sales strategies, and client management methodologies needed to be successful within a diverse subset of industries in tech.

Digital Marketing

Types of Content: Career Bootcamps, Career Ignition Courses, Introductory Courses

The Digital Marketing Bootcamp is a part-time Career Bootcamp that teaches the essential skills necessary to launch a digital marketing career. Learners will start with the fundamentals and progress through a variety of strategies and topics to solve complex marketing challenges within the evolving tech space.

Data Analytics

Types of Content: Career Bootcamps, Career Ignition Courses, Introductory Courses

The Data Analytics Bootcamp is a part-time, flex, mentor-led, Career Bootcamp that covers a variety of tools used to drive and guide complex, big-data oriented decisions. Learners will become experts in analysis, cleaning, mining, synthesis, and decision-making in order to influence key decisions within an increasingly complex business environment.

SERVICES

- Microsite creation, digital and paid media creation, asset creation, promotional events.
- Admissions and enrollment process advising and support.
- Financial services, enrollment management, contract & enrollment distribution and collection.
- Instructional support, curriculum development, certification distribution.
- Career services, including workshops, mentoring, networking, industry introductions, and related services.
- Postgraduate support, including alumni engagement, outcomes reporting, and career development.

TOPIC for ACTION
Clinical Agreement with Providence Medical Center (Kansas City, KS)

REPORT:

Butler Community College and Providence Medical Center enter into an agreement to furnish a clinical experience for students in the Advanced Emergency Medical Technician (AEMT) program.

RECOMMENDED ACTION:

Board approval to contract with Providence Medical Center in Kansas City, KS.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Evan Seiwert, Chair of Fire & EMS
Supervisor: Dr. Julio Guerrero, Dean – Health, Education & Public Services
Date Submitted: March 28, 2023

EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT, which is effective upon the date of the last signatory hereto, is by and between the Butler Community College, hereinafter referred to as (“SCHOOL”) and Prime Healthcare Services – Providence, LLC d/b/a Providence Medical Center, hereinafter referred to as (“HOSPITAL”). SCHOOL and HOSPITAL may be collectively referred to as “Parties” and individually as “Party.”

RECITALS

A. HOSPITAL owns and operates a general acute care hospital known as Providence Medical Center, as well as various outpatient clinics, located in Kansas City, Kansas, and collectively referred to as HOSPITAL.

B. SCHOOL operates accredited professional degree programs for the healthcare industry for educating students to meet the qualifications for practice and desires to cooperate with HOSPITAL in providing students a supervised opportunity to participate in a field educational experience rotation at Hospital (“Field Experience”).

C. HOSPITAL is able to provide the facilities to function as sites for field experiences for students enrolled in the various degree programs of SCHOOL.

D. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

DEFINITIONS

A. “Student” is an individual who is enrolled as a degree (diploma, certificate, etc.) seeking person at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.

B. “Field Experience” is the Advanced EMT Program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.

C. “Faculty” or “Faculty Member” is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

ARTICLE I
SCHOOL OBLIGATIONS

- 1.1 SCHOOL agrees to be obligated by the following terms and conditions:
- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties.
 - b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL prior to the student's arrival at HOSPITAL.
 - c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
 - d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
 - e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, date of birth, social security number and level of academic preparation.
 - f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. Information contained in HOSPITAL'S employee orientation program, as applicable.
 - ii. Information on HOSPITAL policies and procedures, as applicable.
 - iii. Information on confidentiality of patient information.
 - iv. Information on identifying and handling hazardous material.
 - v. Information on universal precautions and procedures regarding infection control.
 - vi. Information on applicable state and federal regulations.

- g. SCHOOL shall assume responsibility for compliance by students with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SCHOOL's responsibility with respect to the Regulations also shall include the provision of the Hepatitis B vaccination or documentation of declination in accordance with the Regulations.
- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (i) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating students' training.
- i. SCHOOL shall ensure that all students are appropriately physically identified as students, and that all students identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.
- j. SCHOOL shall provide or cause each student and faculty member participating in the Field Experience to provide, documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will provide a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may refuse the student access to HOSPITAL.
- k. SCHOOL shall notify HOSPITAL of any exposure to disease or illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.

- I. SCHOOL shall assume responsibility for ascertaining that students' health status and physical condition are in conformance with HOSPITAL health requirements for the Field Experience program. At a minimum, SCHOOL shall provide to HOSPITAL satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to HOSPITAL patients, employees, volunteers or guests prior to his or her participation in the Field Experience program. Such evidence shall include completion of a tuberculin skin test (within the last twelve months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. SCHOOL and/or the student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Field Experience program at HOSPITAL. In no event shall HOSPITAL be financially or otherwise responsible for said medical care and treatment. SCHOOL shall ensure that all participating students read, complete, sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure, if applicable.
- b. Assume responsibility, including the cost, and obtain drug testing and criminal background verification of all faculty members participating in the Field Experience program. Such background checks shall be kept on file at SCHOOL and made available, upon request, to HOSPITAL.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.

- c. Assume responsibility, including the cost, for drug testing and criminal background verification of the students enrolled in the Field Experience program. Such background checks shall be kept on file at SCHOOL and made available, upon request, to HOSPITAL.
- d. Obtain student' signatures on any and all consent/releases, including consent to the drug test and permission for the results of the drug test to be provided to the HOSPITAL.
- e. Take the necessary steps to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to the gross negligence or intentional misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval of HOSPITAL before:

- a. Publishing material relating to the Field Experience program; and
- b. Using HOSPITAL's name in any advertisement or promotional material.

II **HOSPITAL OBLIGATIONS**

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the program.

- a. Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and by the policies and procedures of SCHOOL and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations, and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

ARTICLE III **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or
- h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to HOSPITAL will be made by HOSPITAL at its sole discretion.

ARTICLE IV **NON-DISCRIMINATION**

4.1 HOSPITAL and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and related (or otherwise applicable) regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status or handicap under any program or activity receiving federal financial assistance.

ARTICLE V
INSURANCE REQUIREMENTS

5.1 SCHOOL Liability Insurance. SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements prior to the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Student Liability Insurance. Should SCHOOL elect not to cover students under its professional liability insurance policy, SCHOOL shall ensure that each student procures and maintains in force during the term of this Agreement, at their sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect student against liability arising from any and all negligent acts or incidents occurring in the discharge of his or her responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.3 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.4 Workers' Compensation. SCHOOL shall maintain Workers' Compensation and Disability Insurance covering all faculty and personnel employed by SCHOOL to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. If SCHOOL's faculty or employees files a Workers' Compensation claim against HOSPITAL, SCHOOL shall immediately indemnify HOSPITAL and assume the responsibility of the Workers' Compensation claim.

5.5 Health Insurance. SCHOOL shall ensure that each student in Field Experience program procures and maintains in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided to Hospital.

5.6 School Faculty or Employee Automobile Insurance. If the SCHOOL provides SCHOOL-owned automobiles and requires their use by its faculty or SCHOOL employees during the course of carrying out responsibilities in connection with the AGREEMENT, SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned, and hired automobiles included) on an occurrence based policy for its faculty in accordance with state financial responsibility statutes. If SCHOOL faculty members or employees use a personal automobile during the course of carrying out responsibilities in connection with the AGREEMENT, and SCHOOL does not provide automobile liability insurance to the SCHOOL faculty member or employee, such SCHOOL faculty member or employee shall procure and maintain in force during the term of this Agreement, at such SCHOOL faculty member or employee's sole cost and expense, automobile liability insurance in accordance with state financial responsibility statutes.

5.7 Student Automobile Insurance. If student is required to use a personal automobile to complete a requirement of the Field Experience Program (other than commuting between home and HOSPITAL), SCHOOL shall ensure that student procures and maintains in force during the term of this Agreement, at student's sole cost and expense, automobile liability insurance on an occurrence based policy in accordance with state financial responsibility statutes.

5.8 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agree to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. Certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable).
- b. Certificate of Workers' Compensation insurance.
- c. Proof of health insurance coverage for students.
- d. Proof of automobile insurance (covering SCHOOL faculty and/or student, as applicable).
- e. Such certificate of insurance shall state that Student is covered by such policy of insurance.

5.9 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days-notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

ARTICLE VI
INDEMNIFICATION/HOLD HARMLESS

6.1 SCHOOL shall defend, hold harmless and indemnify HOSPITAL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 HOSPITAL shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 It is agreed that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

ARTICLE VII
RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience

program are, however, considered members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.
- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

ARTICLE VIII **CONFIDENTIALITY OF MEDICAL INFORMATION**

8.1 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL's patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the "**Protected Health Information**"), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the "**Federal Privacy Regulations**") and the federal security standards (the "**Federal Security Regulations**") as contained in 45 CFR Part 164.

8.2 Patient Consent. SCHOOL and students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

8.3 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital's workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any

other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

8.4 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL'S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX.
TRADE SECRETS

9.1 During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, "Trade Secrets"). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL'S business, and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL'S premises.

ARTICLE X
TERM AND TERMINATION OF AGREEMENT

10.1 Term. This Agreement shall be effective on the date of execution of the last signatory hereto, whichever is later and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days' advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

ARTICLE XI
GENERAL PROVISIONS

11.1 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.

11.2 Assignment. Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their share of costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

11.4 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

<u>If to HOSPITAL:</u> Providence Medical Center 8929 Parallel Parkway Kansas City, Kansas 66112 Attention: Chief Executive Officer	<u>If to SCHOOL:</u> Butler Community College 901 S. Haverhill Rd El Dorado, KS 67042 Attention: Executive Dean
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11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Kansas.

11.12 Compliance with Healthcare Laws. The Parties shall at all times during the Term, comply with and observe all applicable local, state and federal laws, rules and regulations that in any way apply to its business, including without limitation, Section 1128B of the Social Security Act (the “Anti-Kickback Statute”) and Section 1877 of the Social Security Act (the “Stark Law”), as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

HOSPITAL:	SCHOOL:
By: _____ Signature	By: _____ Signature
Name: <u>Karen Orr</u>	Name: _____
Title: <u>Chief Executive Officer</u>	Title: _____
Date: _____	Date: _____

EXHIBIT "A"
CLEARANCE FORMS PACKET

All participating students shall read, complete, sign and submit the following forms:

1. Exhibit A-1: Student Code of Conduct.
2. Exhibit A-2: Student Confidentiality Policy/HIPAA.
3. Exhibit A-3: Student Health Clearance Form
4. Exhibit A-4: Student Annual TB Clearance Questionnaire.
5. Exhibit A-5: Agreement for Waiver and Release of all Claims.
6. Exhibit A-6: If Student is an employee of Providence Medical Center

PLEASE SIGN AND INITIAL PAGES WHERE INDICATED

STUDENT NAME: _____ SIGNATURE: _____

SCHOOL NAME: _____ PROGRAM: _____

FIELD COORDINATOR'S NAME: _____

SUPERVISING PHYSICIAN: _____

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT

HOSPITAL mandates that there be an environment of mutual understanding, respect, and cooperation. To this end, its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior.

This list below is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records.

- Falsification of any records, such as medical forms, worker's compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.
 - Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.
 - Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.
 - Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.
 - Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.
 - Use of alcohol or drugs while in a Hospital uniform.
 - Any violation of the Hospital's Drug-Free Workplace Program.
 - Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.
 - Sleeping during Field Experience time.
- Stealing from the Hospital, employees, patients or members of the public, regardless of the amount.
Soliciting tips, gifts or other gratuities or favors from patients or their families.
- Possession of weapons or explosives on Hospital premises.
 - Field Experience abandonment/Leaving without authorization.

- Failure to return to the Field Experience Program by the end of the student or intern's normal Field Experience day, on the date scheduled for return to the Field Experience from an excused absence.
- Disclosure (whether negligent or intentional) of confidential information pertaining to patients, physicians, or other employees, including, but not limited to the violation of the Patient's Right and Confidentiality Policies and the Health Information Portability and Accountability Act (HIPAA).
- Giving unauthorized medical or health advice.
- Altering, falsifying, or making an intentional misstatement of facts on a member or patient record or chart.
- Failure to perform assignment as directed.
- Inappropriate attitude or behavior to patients, other employees, or members of the public.
- Violations of security or safety regulations including unsafe acts, such as improper bending, lifting, twisting, etc.
- Excessive absenteeism or pattern of unexcused absences.
- Soliciting for any purpose during working time (working time does not include meal or break periods during which a student or intern is released from all duties).
- Unsatisfactory performance.
- Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.
- Failure to attend required orientation, in-service sessions or mandatory staff meetings.
- Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.
- Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.
- Improper or unauthorized parking.

TO BE COMPLETED BY STUDENT

I _____ acknowledge that I have read and fully understand the Code of Conduct.

EXHIBIT "A-2"
STUDENT CONFIDENTIALITY POLICY /HIPAA
ACKNOWLEDGEMENT

Confidentiality Policy

Disclosure of confidential information gained through your Field Experience Program by the Hospital is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

Any information concerning a patient's illness, family, financial condition, or personal characteristics is strictly confidential. When a patient's history or condition is reviewed, it must be done in private only with those persons involved with the care of the patient. Copying, photographing, replicating in any manner, videotaping, etc. is strictly prohibited.

I understand and agree to abide by the statement outlined above.

HIPAA Acknowledgement

HIPAA is the Health Insurance Portability and Accountability Act of 1996: Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Field Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The Privacy Rule ("RULE") is a section of this law designed to protect the privacy of certain health information. This information is referred to as Protected Health Information ("PHI") that relates to the health of an individual and identifies, or can be used to identify, the individual. Disclosure of information in violation of the RULE is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

I understand and acknowledge the above standards regarding patient privacy and protected health information. Under HIPAA there are penalties both civil and criminal for failure to comply with privacy requirements.

Student Name (Please Print):	SCHOOL Name and Program:
Student Signature:	Date:

**EXHIBIT "A-3"
STUDENT HEALTH CLEARANCE FORM**

Name:	SCHOOL Program:
SCHOOL:	
Address:	
Contact Person:	Phone Number:
Company Name:	Workers Compensation Provider:

Providence Medical Center requires Medical History Documentation is as follows:

1. COVID-19 vaccine.
2. TB screening prior to assignment and annually.
3. Rubella titer or documentation of live vaccine.
4. Measles titer or documentation of live vaccine.
5. Varicella titer if negative or uncertain of history of chicken pox.
6. If Job Classification is "at risk" for exposure to blood/body fluids, Bloodborne Pathogen Training must be documented and documentation of Hepatitis B, or signed declination, on file.

1 TB

PPD skin test (2-step test) May provide a copy of (-) PPD skin test within 1 year to fulfill one test. Additionally, a PPD skin test is required within 3 months of the assignment.

Date: _____ Results: _____

or

A positive Skin Test requires a negative CXR and no symptoms (Within 3 months of assignment). New students must have a negative CXR within 3 months of assignment. Returning students must complete the TB symptom Questionnaire. Any yes answer will require a CXR.

Date: _____ Results: _____

2 Rubella

Vaccination with live vaccine (one Dose) or current titer

Date: _____ Results: _____

3 Measles

Vaccination with live vaccine (one Dose) or current titer

Date: _____ Results: _____

4 Varicella

(Vaccination with Varivax)

Date: _____ Results: _____

Hepatitis B Vaccine
or

#1 Date: _____ #2 Date: _____ #3 Date: _____

Declination signed annually

Date: _____

5. COVID-19

#1 Date: _____ #2 Date: _____ #3 Date: _____

NOTE: Negative titers are followed-up with appropriate vaccination.

Signature of Student

Signature of SCHOOL Representative

Print Name of Student

Print Name of SCHOOL Representative

EXHIBIT "A-4"
ANNUAL TB CLEARANCE QUESTIONNAIRE
(History of Positive Tuberculin Skin Test)

Student Name: _____

The following questionnaire will become a part of your Student Affiliation Health record.

1. **I have a persistent loss of appetite.**
Yes [] No []
2. **I have persistent/recurring fever or chills.**
Yes [] No []
3. **I have persistent/recurring night sweats.**
Yes [] No []
4. **I am coughing up blood.**
Yes [] No []
5. **I've had a cough present for more than three (3) weeks.**
Yes [] No []
6. **I have traveled/lived outside the country in the past year.**
Yes [] No []
7. **I have been exposed to tuberculosis within the past 12 months.**
Yes [] No []
8. **I have had a significant, unexplained weight loss within the past 12 months.**
Yes [] No []
9. **If I have answered "yes" to any of these questions, I will notify Employee Health.**
Yes [] No []

Student signature: _____ Date: _____

EXHIBIT "A-5"
AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS

This AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS (this "**Agreement**") is made effective as of the date of the last signatory hereto (the "**Effective Date**"), and is by and between Providence Medical Center ("**Hospital**") and _____ ("**Student**").

This Agreement is based on the facts hereinafter recited:

1. Student shall be provided access to Hospital's premises for the purpose of obtaining Field education via a Field Experience Program for students enrolled in a professional degree in the healthcare industry.
2. Student understands that the educational institution in which Student currently is enrolled in, and which has contracted with Hospital to provide Student access to Hospital's premises Field Experience Program, does not provide Workers' Compensation coverage for Student.
3. Student also understands and agrees that Hospital's Workers' Compensation insurance policy does not cover Student for injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
4. Student hereby agrees to waive and release Hospital from any liability or responsibility any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises that may otherwise be covered under workers' compensation insurance.
5. Student further understands and agrees that Students are required to obtain their own health insurance coverage for any illnesses or injuries sustained while engaging in Field Experience Program activities on Hospital's premises.
6. Student hereby agrees to look only to their own health insurance coverage or otherwise retain their own financial responsibility for any medical services they receive in connection with any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
7. The undersigned represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement, and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, or deletion shall affect the validity of the remaining provisions of this agreement.
9. This Agreement shall not be construed against the party or its representative who drafted this agreement, or any portion hereof.

Student Initials: _____

10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.
11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Michigan.
12. This release and agreement are the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and agreement may be amended only upon an agreement in writing.

Each Party fully understands that if any fact or legal consideration with respect to any matter released by this Agreement is found hereafter to be other than or different from the facts or legal considerations now believed to be true, such Party expressly accepts and assumes that this Agreement and all its terms shall be and will remain effective notwithstanding any such difference.

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers set forth herein. Each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD

Hospital: _____

Student: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A-6"
PROVIDENCE MEDICAL CENTER EMPLOYEES ONLY

I, _____ employee of PROVIDENCE MEDICAL CENTER and Student of the Concorde Career College, acknowledge that I have read, fully understand, and agree to comply to the following terms:

WORKING TIME AND OBSERVATION/FIELD ROTATION TIME EXCLUSIVITY:

Student/Observer agrees that his/her Working Time and Observation/Field Rotation Time are exclusive from one another, and at no point shall Student/Observer be performing Observation/Field Rotation Time and be allowed to change and perform Working Time. Likewise, at no point shall Student/Observer be performing Working Time and be allowed to change and perform Observation/Field Rotation Time.

Student/Observer Signature: _____ Date: _____

PROVIDENCE MEDICAL CENTER Physician or Field Experience Supervisor:

Signature: _____ Date: _____

Name: _____ Title: _____

Approved by:

Signature: _____ Date: _____

Name: _____ Title: _____

EXHIBIT B
STUDENT AGREEMENT – FIELD EXPERIENCE

I, _____, a student at the BUTLER COMMUNITY COLLEGE ("School") in the _____ Program desire the opportunity to obtain Field experience through participation in a Field rotation at Hospital (hereinafter referred to as "Field Experience"), and hereby agree to the following:

1. I understand and agree to abide by: (i) the applicable terms and conditions of the Educational Affiliation Agreement between my School and Hospital; and (ii) all applicable Hospital policies and procedures. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned Field Experience.
2. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Hospital's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my Field Experience. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.
3. I have been provided the necessary HIPAA training and understand and agree to: (i) appropriately access and disclose patient information; (ii) appropriately use the Hospital information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Hospital patient information.
4. I understand and agree that when I am participating in the Field Experience, I am not, and will not be, an employee of Hospital and will therefore not be eligible for any of the compensation or benefits that Hospital employees receive.
5. I authorize all necessary exchanges of information between Hospital and my School related to me and my participation in the Field Experience.
6. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my Field Experience.
7. I agree to act only within the scope of my Field Experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Hospital supervisor.
8. I have been appropriately immunized as required under the Educational Affiliation Agreement and agree to submit to any additional health examinations that might be

necessary to my participation in the Field Experience and further agree to make the results of any such additional examinations available to Hospital upon request.

9. I understand that Hospital may make emergency care available to me during the term of my Field Experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by any Hospital Facility, including any emergency care.

10. I understand and agree that Hospital retains the right to remove me at any time, if Hospital deems such removal to be in the best interests of Hospital and its patients.

11. I agree to release Hospital from any liability for the loss of or damage to my personal property while on Hospital property. I agree to be liable for and indemnify Hospital for any claims made against Hospital which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian if applicable, acknowledge that I understand the dangers of participating in the Field Experience and hereby release Hospital, its administration, board of directors, employees and agents from any and all liability from my participating in the Field Experience. I agree that this Student Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

Signature _____ Date _____

Printed Name _____ Program _____

PARENT/GUARDIAN (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature _____ Date _____

Printed Name _____ Program _____

PERSONNEL

TOPIC for ACTION
Resignation of Tonya Loveland

REPORT:

Tonya Loveland, Nursing Instructor, has submitted a notice of resignation from her full-time position effective March 24, 2023. Tonya has been an employee of Butler Community College for 2.5 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Tonya Loveland.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, AVP of Human Resources
Supervisor: Dr. Kim Krull, President
Date: March 28, 2023

TOPIC for ACTION
Full Time Early Childhood Education Instructor

REPORT:

Catherine “Cathy” Gray is recommended for the Early Childhood Education Instructor position for the 2023-2024 academic year. Ms. Gray holds a bachelor’s degree in English from the University of North Texas and a master’s degree in Early Childhood Studies from Walden University.

She is an alumna of the Butler Early Childhood Education program and has served as an adjunct instructor for Early Childhood since 2007. She has also served as an Early Childhood teacher at Wichita Collegiate School, a coordinator at Child Care Aware Kansas, and child care provider at Growing Minds Child Care.

RECOMMENDED ACTION:

Recommendation of approval of Catherine Gray as a Full Time Early Childhood Education Instructor for the 2023-2024 academic year at a salary of \$49,000 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Early Childhood Education Department general fund budget.

Submitted by:	Dr. Julio Guerrero – Dean of Health, Education, & Public Services
Supervisor:	Dr. Thomas Nevill – Vice President of Academics
Date:	March 28, 2023

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.	61% (Fall 2021 Cohort)	02/2023	60 % (Fall 2020), 60 % (Fall 2019), 60 % (Fall 2018)	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/22 % Transfer Rate (Fall 2019 Cohort)	02/2023	31 % Graduation Rate/24 % Transfer Rate (Fall 2018 Cohort); 28 % Graduation Rate/26 % Transfer Rate (Fall 2017 Cohort); 26 % Graduation/30 % Transfer (Fall 2016 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	3.26 & 50.2 hours (Fall 2021 cohort)	12/2022	3.27 & 50.1 hours (Fall 2020); 3.24 & 50.2 hours (Fall 2019); 3.22 & 49.9 hours (Fall 2018)	Kansas Board of Regents KHESTATs Transfer Tab
CTE Placement	Self-reported job placement of technical program concentrators & completers	84.0% (AY 2022)	03/2023	68.3% (2021) 76% (2020), 76.3 % (2019)	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

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name:	Strategic Planning
Responsible individual:	Tom Borrego, Averie Nelson, Jessica Ohman
Report for the BOT meeting of	April 11, 2023
Strategic Goal: (select one below) Support Students and Their Success	Priority Number: 1c . Utilize Foundation scholarships for recruitment of students for FY2023 and FY2024

Narrative

The goal of priority 1c is to create a sense of urgency and leverage with prospective Butler Community College students to enroll sooner. Butler Community College Foundation manages private, donor-funded scholarships for prospective students. The goal for the Foundation is to help impact recruitment and retention as it relates to enrollment management.

Current Outcomes

1. Recruitment and Retention
 - a. Recruitment: In 2021, the Foundation introduced a new enrollment management strategy to use charitably funded scholarships as a tool to help recruit new students. An employee was identified in admissions to work with the Foundation to implement this strategy. There has been a turnover in Admissions, which left this responsibility vacant.
 - b. Retention: In 2021, the scholarship renewal process was re-developed by the Foundation to renew scholarships for returning students earlier in the year to enhance enrollment for the following semester. Institutional Research has recently indicated that 2021-2022's retention efforts were up by 2%.
2. Communication Strategy
 - a. Texting was introduced as a tool to improve communication with prospective and current scholarship students. Along with phone calls and emails, this constant communication plan has helped improve our ability to award scholarships effectively.

Action items for future outcomes

1. Revisit collaboration with Admissions/Advising/Financial Aid: The plan initiated in 2021 is a good plan but needs to be re-established due to turnover in the admissions department. A contact will need to be re-established and trained to effectively use Foundation scholarships as a leveraging tool in the recruitment and retention efforts.
2. Communication Plan: Elements of communication activity were initiated, but a more robust plan needs to be developed to enhance awareness of scholarships.
3. Understanding the college's scholarship need: The Foundation will work strategically with college departments to understand the scholarship needs to enhance enrollment and to identify prospective donors who can meet that need. The Foundation utilizes a moves management process to track donor relations and will match this activity with the college's strategic goals as it relates to scholarships.

Strategic Alignment

Priority Number: 1c. Utilize Foundation scholarships for recruitment of students for FY2023 and FY2024. The Foundation will continue to monitor how successful the use of Foundation scholarships is to assist with the recruitment of students. The Foundation continues to increase the number of scholarships available to students and wants to ensure that all scholarships are used each fiscal year.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual(s)	Tom Borrego, Hayley Hobbs
Report for the BOT meeting of	April 11, 2023
Strategic Goal: Drive Institutional Sustainability and Growth	Priority Number: 1a. Develop a plan to broaden donor alumni base

Narrative

The purpose of initiating alumni interactions is to build a strong network of potential partners to connect and engage in mutually beneficial experiences to promote the mission of the college. Prior to 2009, an alumni relations position was in place. Currently, no such position exists.

Current Outcomes

1. Respond to alumni inquiries.
2. Communicate through the Foundation magazine (2x a year).

Action items for future outcomes

1. Increase engagement with alumni through identified affinity groups:
 - a. Athletics
 - b. Academic Clubs
 - c. SGA
 - d. Fine Arts
 - e. Nursing
2. Engage college departments that affiliate with these cohorts.
3. Organize social gatherings with college departments or cohort groups.
4. Explore the creation of an alumni association.

Strategic Alignment

Drive Institutional Sustainability and Growth: The Foundation's goal is to maintain a healthy database of prospective donors to support the priorities of the college. This priority helps expand the overall donor base for prospective giving.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual(s)	Shelley Stultz, Kent Williams
Report for the BOT meeting of	April 11, 2023
Strategic Goal: Enhancing Employee Success and Excellence	Priority Number: 1a. Budget funding to address market-readiness compensation and equity for hiring and retention

Narrative

As part of Butler's strategic goals and priorities we strive to maintain a competitive market position for compensation to attract and retain highly qualified employees.

Consistent with this philosophy, Butler continues to determine our competitive market position, compensation policies and practices while taking into consideration the labor market, internal equity and the College's fiscal conditions.

Current Outcomes

For FY2023 our greatest need has been in our operational staff (hourly positions) to bring our lowest paid employees up to a comparable wage with the local markets. Due to high labor demands, and record low unemployment our ability to find and retain hourly staff has been particularly challenging.

The current initiative is to improve the lowest wage in the wage plan from \$11.00 per hour to \$12.59 per hour. This will create a cascading effect within the wage plan for all other hourly positions to maintain equity internally.

Action items for future outcomes

Continued support for additional budget dollars in FY2024 and beyond is needed to fully address the current inequity, and ongoing market stability of our pay structures and incumbent salaries.

Based on market trends due to inflation and competition in the workforce, the College will need to consider an elevated percentage of salary increases to maintain market competitive rates and equity. As existing wage shortfalls continue to be addressed, at least 0.5% of the salary budget should be used to address ongoing market and internal equity.

Strategic Alignment

Continued support for additional budget dollars in FY2022 and beyond is needed to fully address the current inequity and ongoing market stability of the College's pay structures and incumbent salaries.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual(s)	Dr. Esam Mohammad, Dr. Tom Nevill, Dr. Jessica Ohman
Report for the BOT meeting of	April 11, 2023
Strategic Goal: Inspire Values of Equity and Access	Priority Number: 2a. Create a dashboard of enrollment, retention, completion and transfer for first generation learners

Narrative

Butler has designated first generation students as the comprehensive population reflecting underserved/underrepresented students.

Current Outcomes

Five cohorts have been identified to create the foundational dataset for the dashboard; these are the incoming freshman classes pursuing associate degrees in Fall 2016, Fall 2017, Fall 2018, Fall 2019, and Fall 2020. Each cohort will be checked for performance in terms of graduation and transfer rates at the three-year mark from its respective starting semester—aligning with similar metrics of the federal government for measuring graduation and transfer data.

Action items for future outcomes

In Fall of 2023, the three-year mark of the of Fall 2020 cohort will be reached; this will allow for the graduation rates for all five cohorts to be calculated and set the baseline for trends. The first instance of the interactive dashboard can be published at that time, with further enhancements to follow subsequently.

Strategic Alignment

This initiative aligns with the institution's Sixth Strategic Goal: "Inspire Values of Equity and Access"

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual(s)	Dr. Tom Nevill, Michelle Ruder, Jon Cressler, Aletra Chaney-Profit
Report for the BOT meeting of	April 11, 2023
Strategic Goal: Advancing Communities and Partnerships	Priority Number: 1a. Implement at least 8 new apprenticeships/internships to support workforce development needs

Narrative

Butler Community College strives to offer apprenticeship and internship opportunities to students and recognizes them as significant learning experiences.

Apprenticeships and internships allow students to apply their knowledge with real world application, receive direct supervision and feedback from industry representatives, and provide ongoing contemplation of learning objectives throughout the experience.

Apprenticeships and internships benefit both employers and the community by bringing fresh perspectives to businesses, developing pipelines to meet employment needs, reducing employee workload and decreasing retention by hiring students participating in experiential learning opportunities.

Current Outcomes

Career Services collaborated with BETA and HF Sinclair to host an Industrial Career Fair in February 2023 that reached Butler students, regional high school students and counselors, and the community at large. Approximately 65 individuals were reached through this endeavor.

Career Services also hosted a Career and Transfer Fair in March 2023 with 16 four-year colleges and universities, 11 employers, and over 80 students in attendance. In addition, the department supported two internship cohorts and one Career Readiness course with tools for employment success in preparation of the Internship course and work-based learning opportunities.

New Apprenticeship Degree Partners:

- City of Tulsa
- Independent Electricians Contractors of Kansas (IECKS)
- IBEW 304 Lineman

BETA facilitated the approval of Butler CC becoming a Registered Apprenticeship Intermediary.

Related Instructional Training (RTI) provider for existing Apprenticeships. Ex., Flagship Kansas
Action items for future outcomes

- Continue to foster employer and student relationships by increased partnership and collaboration through apprenticeships and internships.
- Continue to foster collaboration between Career Services and Academics for greater student impact and engagement.
- Continue supporting the addition of apprenticeships and internships to more programming for college credit.

- Recruit and expand Workforce Degree Program regionally and nationally.
 - Attend national conferences for Union and Non-union Apprenticeship Training programs.
 - Visiting potential partners at their locations, regionally and nationally.
- Currently in early conversations with multiple companies on establishing Registered Apprenticeships, Youth Apprenticeships and Boot Camps (Pre-Apprenticeships).

Strategic Alignment

Several employer relationships were established during the 2022-2023 academic year as a continued pathway for apprenticeships and internships to include:

- **Advanced Physical Therapy**
- **Butler County Sheriff's Department**
- **Good Shepard Hospices**
- **Hershey Entertainment**
- **HF Sinclair**
- **Jubilee House**
- **KAJ Hospitality**
- **MKC Coop**
- **NOMAD Medical Services**
- **Phoenix Home Health and Hospice Services**
- **Sheet Metal Air Rail & Transportation (SMART) Local 29**
- **IBEW 304 Linemen**
- **City of Tulsa**
- **Star Lumber**
- **Flagship Kansas**
- **IECKS**
- **Spirit**

Such collaboration is a way that BETA and Career Services are advancing communities and partnerships, which is a strategic priority of the college.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual(s)	Dr. Kim Krull, Dr. Phil Speary, Dr. Tom Nevill
Report for the BOT meeting of	April 11, 2023
Strategic Goal: Drive Institutional Sustainability and Growth	Priority Number: 2a. Prepare and plan for April 17-19 10-year reaccreditation HLC site team visit

Narrative

Butler's 10-year reaccreditation visit will be April 17-19, 2023. A site team of trained evaluators from peer institutions across the nation will visit Butler for two days interviewing college employees, the Board of Trustees, and students. Before the visit, the team will have studied the Assurance Argument narrative the College has prepared which explains how Butler meets all five HLC accreditation criteria including eighteen core components and sixty-eight subcomponents.

Current Outcomes

Since September 2022, Butler's team has been compiling the narrative of the Assurance Argument. The final document was uploaded into the HLC portal March 19, 2023 and confirmation was received the assurance argument and evidence files were accessible to the site team a couple of days later so they were able to begin reviewing the information. The narrative addresses the five criteria and includes more than 500 unique documents submitted in support of the written narrative.

Dr. Brian Inbody, President of Neosho Community College and long-time peer evaluator assisted with a "mock visit" on March 6th to assist in preparing Butler for the formal visit.

Action items for future outcomes

The Butler team will continue to provide evidence files and answer questions sent by the site team chair prior to the visit that are noted as the site team studies the Assurance Argument narrative. The site team chair will finalize the meeting schedule for April 17-18 and once it is received, final on-campus plans will be made.

Strategic Alignment

Planning and preparation for the HLC 2023 visit advances the Strategic Goal: **Drive Institutional Sustainability and Growth**.

MONTHLY STATEMENT OF REVENUE & EXPENDITURES

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 3/31/2023

FISCAL YEAR 23, PERIOD 09
OPERATING FUNDS

	2023				2022			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
REVENUES:								
Tuition/Fees	17,626,486	17,194,950	431,536	97.55%	17,921,918	17,487,523	434,395	97.58%
Local Sources	14,250,077	9,084,547	5,165,530	63.75%	14,383,479	9,041,515	5,341,964	62.86%
State Sources	19,426,536	19,251,731	174,805	99.10%	15,998,768	16,249,136	(250,368)	101.56%
Auxiliary Sources	17,781	19,600	(1,819)	110.23%	17,724	17,781	(57)	100.32%
Other Sources	666,023	599,650	66,373	90.03%	579,263	306,146	273,117	52.85%
Transfers	82,134	82,134	0	100.00%	82,134	82,134	0	100.00%
TOTAL REVENUES:	52,069,037	46,232,613	5,836,424	88.79%	48,983,286	43,184,235	5,799,051	88.16%
EXPENSES:								
Instruction	16,327,591	10,428,536	5,899,055	63.87%	15,937,328	10,131,338	5,805,989	63.57%
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	3,670,708	2,359,390	1,311,318	64.28%	3,604,011	2,183,342	1,420,669	60.58%
Student Services	6,957,644	4,719,913	2,237,730	67.84%	6,536,487	4,260,888	2,275,599	65.19%
Institutional Support	20,300,149	13,581,446	6,718,703	66.90%	18,916,205	12,005,222	6,910,983	63.47%
Physical Plant Operations	3,262,763	2,508,221	754,542	76.87%	3,173,150	2,197,503	975,647	69.25%
Student Financial	3,402,269	3,185,627	216,642	93.63%	3,555,385	3,299,627	255,758	92.81%
Auxiliary Enterprise	0	0	0	0.00%	0	600	(600)	0.00%
TOTAL EXPENSES:	53,921,124	36,783,134	17,137,990	68.22%	51,722,566	34,078,520	17,644,046	65.89%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	1,374,108	728,053	646,055	52.98%	923,319	515,552	407,767	55.84%
Non-Mandatory Transfers	612,273	579,273	33,000	94.61%	612,273	1,612,273	(1,000,000)	263.33%
TOTAL TRANSFERS:	1,986,381	1,307,326	679,055	65.81%	1,535,592	2,127,825	(592,233)	138.57%
NET INCREASE/DECREASE IN NET ASSETS	(3,838,468)	8,142,153			(4,274,872)	6,977,889		
Fund Balances, Beginning of year	9,875,329	9,875,329			12,547,809	12,547,809		
Fund Balances, End of Period	<u>6,036,861</u>	<u>18,017,482</u>			<u>8,272,937</u>	<u>19,525,698</u>		

Statement of Revenue, Expenditures, and Other Changes

REVENUES:

Tuition/Fees

In-County, In-State, Out-State, International Tuition, Tuition Waivers, Technology Access Fee, Nursing Fees, Auto Tech Uniform Fees, International Student Processing 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 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 (not applicable to Operating Funds)

Other Expenditures

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 Sources

Student Life Fund Expenses (not applicable to Operating Funds)

Transfers

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

THANK YOU NOTES

None.

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
APRIL 2023**

April Board Finance Committee	Tuesday, April 11, 2023 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
April Board Meeting	Tuesday, April 11, 2023, 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
April Work Session	Monday, April 24, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
May Board Finance Committee	Tuesday, May 9, 2023 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
May Board Meeting	Tuesday, May 9, 2023 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
May Work Session	Tuesday, May 22, 2023 4:30pm 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

LOOKING AHEAD

June Board Finance Committee	Tuesday, June 13, 2023 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
June Board Meeting	Tuesday, June 13, 2023 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
June Work Session	Tuesday, June 26, 2023 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
July Board Finance Committee	Tuesday, July 11, 2023; 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
July Board Meeting	Tuesday, July 11, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
July Work Session	Monday, July 24, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

Spring 2023 ACTIVITY CALENDAR

Baseball vs. Barton	Thursday, Apr. 13	1:00pm
Baseball vs. Barton	Thursday, Apr. 13	3:00pm
Art Reception & Open Student Art Show #6	Thursday, Apr. 16	8:00am
Softball vs. Northern Oklahoma – Tonkawa	Monday, April 17	1:00pm 3:00pm
Higher Learning Commission Visit	Monday, Apr. 17 Tuesday, Apr. 18	All Day
Softball vs. Barton	Wednesday, April 19	1:00pm 3:00pm
Working; The Musical	Thursday, Apr. 20	7:30pm
Working; The Musical	Friday, Apr. 21	7:30pm
Baseball vs. Colby	Saturday, April 22	1:00pm 3:00pm
Working; The Musical	Saturday, Apr. 22	2:00pm
Working; The Musical	Saturday, Apr. 22	7:30pm
Board of Trustees Work Session	Monday, April 24	4:30pm
Baseball vs. Coffeyville	Tuesday, April 25	2:00pm
Baseball vs. Northwest KS Technical College	Wednesday, April 26	1:00pm 3:00pm
Baseball vs. Dodge City	Thursday, April 27	1:00pm 3:00pm
Instrumental Music Concert	Friday, Apr. 28	7:30pm
Instrumental Music Concert	Saturday, Apr. 28	7:30pm
Dance Showcase	Monday, May 1	7:30pm
Baseball vs. Neosho County	Monday, May 1	1:00pm
Finals Week	Mon. May 8- Fri. May 12	All Day
Baseball vs. Pratt	Saturday, May 6	1:00pm 3:00pm
Board of Trustees Regular Meeting	Tuesday, May 9	4:30pm
Nurse's Pinning	Thursday, May 11	7:00pm
Spring 2023 Semester Ends	Friday, May 12	All Day
Honors & Awards Ceremony	Friday, May 12	1:30pm
Commencement 2023	Friday, May 12	TBA
Board of Trustees Work Session	Monday, May 22	4:30pm
Memorial Day – Campus Closed	Monday, May 29	All Day

EXECUTIVE SESSION

MOTION: Trustee _____

Mr. Chair,

I move 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 include the Board, President Kim Krull, Ray Connell and Shelley Stultz.

The open meeting will resume here in the Dankert Trustee Board Room within 30 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**