

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING**
4:30 p.m., Tuesday, December 12, 2023 – Dankert Board Room
Watch Live via <http://www.butlercc.edu/bctv>

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

- 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/3b36GXi>
- VI. **STANDING REPORTS (4:55pm)**
 - A. Student Government Association Report – Emily Hernandez, SGA President
 - B. Operational Staff Report – Zach Cannady
 - 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**
 - A. None. -----4
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
 - A. None. -----5
- IX. **BOARD ACTION ITEMS**
 - A. [Property & Liability Insurance](#) (Williams) (5:15pm) -----6
 - B. [Retirement of Timothy Logue](#) (Stultz) (5:35pm) -----7
 - C. [Retirement of Warren Klaasen](#) (Stultz) (5:40pm) -----8
 - D. [2000 Building HVAC Rooftop Replacement](#) (Turner) (5:25pm) -----9
- X. **CONSENT AGENDA (5:45pm)**
 - A. [Approval November 14, 2023 Regular Meeting Minutes](#) (Hartman-Vice) -----18
 - B. [Approval of Bills and Warrants for November 2023](#) (Wilson) -----23

C.	Bids and Purchases	
	A.	RICA Building New Signage (Turner) -----24
	B.	400 Building Diesel Tech Exhaust System (Turner) ----- 27
	C.	900 Building HVAC Replacement (Turner) -----35
D.	Ratification of Agreements and Contracts	
	A.	Affiliation Agreement with Labette County Medical Center (Guerrero)-----36
	B.	Business Affiliation Agreement with Labette County Medical Center (Guerrero) -----44
	C.	Affiliation Agreement with City of Independence (KS) Fire & EMS (Guerrero)-----48
	D.	Affiliation Agreement with Neosho Memorial Regional Medical Center (Guerrero) -----54
E.	Personnel	
	A.	Resignation of Jaromy Green (Stultz) -----60
XI.	SUPPLEMENTAL INFORMATION (5:55pm)	
	A.	Key Performance Indicators Update (Mohammad) -----61
	B.	Monthly Statement of Revenue & Expenditures (Potter) -----67
	C.	Thank You Notes -----69
	D.	Board Calendars -----70
XII.	ADJOURNMENT (6:00pm) -----72	

DECEMBER BOARD RECOGNITIONS

- **Kaelib Harp** received the ACTE Region V Post-Secondary Outstanding Business Education Student Award. Kaelib is a member of Butler's chapter of Future Business Leaders of America (FBLA) and serves as State FBLA president and the National VP of Financial Development.

MONITORING REPORTS

None.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

None.

BOARD ACTION ITEMS

TOPIC for ACTION
Property and Liability Insurance

REPORT:

Information on Property and Liability Insurance renewals was shared with the Board at the November 2023 Work Session regarding timelines and decisions to be made for FY25. Further information will be shared with the Board following individual meetings with ICI Insurance and KERMP, which will occur on Tuesday, December 5.

RECOMMENDED ACTION:

Any necessary Board action at the December meeting will be based upon Board discussion at the meeting.

RECOMMENDED FUNDING SOURCE:

General Operating Budget

Submitted by: Kent Williams, Vice President of Finance

Supervisor: Dr. Kim Krull, President

Date: December 4, 2023

TOPIC for ACTION
Retirement of Timothy Logue

REPORT:

Timothy Logue, Supervisor, Facilities Maintenance, has submitted his notice of resignation (retirement) effective December 31, 2023. Timothy has been an employee of Butler Community College for 9 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Timothy Logue.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources

Supervisor: Dr. Kim Krull, President

Date: November 20, 2023

TOPIC for ACTION
Retirement of Warren Klassen

REPORT:

Warren Klassen, Senior Maintenance Supervisor, Facilities Maintenance, has submitted his notice of resignation (retirement) effective December 31, 2023. Timothy has been an employee of Butler Community College for 5 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Warren Klassen.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources

Supervisor: Dr. Kim Krull, President

Date: November 20, 2023

TOPIC for ACTION
2000 Building HVAC Rooftop Replacement

REPORT:

The Facilities Management department has issued a Request for Proposals (RFP) seeking the replacement of one of the two HVAC rooftop units that provide heating and cooling to the Clifford Stone room. The Trane unit is beyond repair and requires replacement to ensure the proper conditioning of our largest meeting room.

As a result, bids have been received from the following general contractors:

- Five Star Mechanical- (Trane) \$79,237.00
- Dean E Norris- (Trane) \$67,388.00
- Kruse Corp.- (Trane) \$73,664.00
- Central Mechanical of Wichita-(Trane) \$73,000.00

RECOMMENDED ACTION:

Facilities Management recommends the board approve the proposal from Dean N Norris to replace the 2000 building Roof Top unit at a cost of \$67,388.00.

RECOMMENDED FUNDING SOURCE:

Deferred Maintenance Fund

Submitted by: Ireland Turner – Director of Facilities Management

Supervisor: Kent Williams – Vice President, Finance

Date: December 12, 2023



BID TABULATION

Owner: Butler Community College
Project: 2000 Building RTU-1 Replacement
IG Project Number: 23067
Bid Date: Monday, December 4, 2023
Bid Time: 4:00 PM

Contractor:	Central Mechanical Wichita (CMW)	Kruse Corporation	Five Star Mechanical	Dean E. Norris (DEN)
Addenda Received:	None issued	None issued	None issued	None issued
Bid Bond Provided:	Not required	Not required	Not required	Not required
Performance Bond Provided:	Not required	Not required	Not required	Not required
Base Bid:	\$73,000	\$73,664	\$79,237	\$67,388
Alternate #1 Bid:	No bid	\$95,198	\$99,745	\$87,275
Alternate #2 Bid:	No bid	\$89,682	\$63,345	\$82,232
Proposed Construction Start Date:	Pending equipment delivery	Pending equipment delivery	Pending equipment delivery	Pending equipment delivery
Proposed Construction Completion Date:	Pending equipment delivery	Pending equipment delivery	Pending equipment delivery	Pending equipment delivery
Remarks:	No alternate bids provided due to concern with non- Trane electrical requirements.	AAON for alternate bids.	AAON for Alt #1, York for Alt #2.	AAON for alternate bids.



December 4, 2023

To: Innovative Groups, LLC

Attn: Dane Pletcher

RE: 2000 Building RTU-1 Replacement

Thank you for considering Kruse Corporation for the above-mentioned project. The basis of our proposal is the plans and specifications as prepared by Innovative Groups and dated November 24, 2023. To date we have received zero (0) addenda.

Included in our **2000 BUILDING RTU-1 REPLACEMENT BASE BID HVAC AND PLUMBING PRICE:**

- **HVAC and PLUMBING** work as shown on plan pages **M1 and M2** as they pertain to our scope of work
- Furnish and installation of one (1) rooftop unit as specified and indicated on the drawings
- Furnish and installation of the natural gas piping and accessories as specified and indicated on the drawings
- Furnish and installation of the condensate drain piping and accessories as specified and indicated on the drawings
- Temperature controls as specified by Dynamic Controls Systems
- HVAC and plumbing demolition as required for our scope of work
- Testing and balancing as required for our scope of work
- Electrical work including fire alarm modifications
- Coordination with the owner as required for our scope of work
- Final cleaning of **NEW** HVAC equipment
- Daily job site cleanup as required
- Equipment rental as required for our scope of work (lifts, telehandlers, hoisting, etc.)

BASE BID HVAC AND PLUMBING PRICE \$ 73,664.00
Trane roof top unit, estimated lead time is 14 weeks (plus shipping time)

ALTERNATE#1 BID HVAC AND PLUMBING PRICE. \$ 95,198.00
AAON roof top unit, estimated lead time is 12-16 weeks (plus shipping time)

ALTERNATE#2 BID HVAC AND PLUMBING PRICE \$ 89,682.00
AAON roof top unit, estimated lead time is 12-16 weeks (plus shipping time)



Project Specific Exclusions:

- Sales tax or bond (Kruse Corporation bond rate is 2.8%)
- Sidewalk / pavement repair stemming from crane (by BCC)
- Duct cleaning
- Seismic bracing
- 3rd party commissioning
- Trash dumpsters
- BIM coordination
- Any work shown on drawings not listed in inclusions

Standard Exclusions:

- Modifications to the gas meter (by gas company)
- Concrete cut/patch/removal/replacement (No wall, floor, or equipment pads)
- Roofing cut/patch/removal/replacement
- Wall cut/patch/removal/replacement
- Ceiling work of any kind
- Asbestos abatement
- Furnish or installation of any fire or fire/smoke dampers not specifically shown
- Fire protection or suppression work of any kind
- Brick cut/patch/removal
- Ceiling access panels
- Painting of any kind
- Structural members, steel supports, lintels, or equipment pads of any kind

Quotes are good for thirty (30) days.

Kruse Corporation appreciates the opportunity to quote you on this project. If you have any questions, please do not hesitate to call (316) 838-7885.

Respectfully submitted,
KRUSE CORPORATION

Robert Crubel
Estimator

Justin Frank
Vice- President

Kent Kruse
President



Central Mechanical Wichita, LLC

Plumbing #2395 | Mechanical #1787

4 December 2023

To: Butler Community College

Attn: Ireland Turner

RE: BCC 2000 Building RTU-1 Replacement

CMW has provided the following proposal for the above-mentioned project to be constructed in El Dorado, KS. We acknowledge all addendums.

CMW Bid Amount – Base Bid

\$73,000.00 without tax

Equipment Lead Time: 15 Weeks with 1 Week Shipping Allowed

CMW Bid Amount – Alternate 1 – Alternate Manufacturer with Adapter Curb

No Quote – AAON was only other bidder and their electrical did not match Trane electrical. Therefore we are no bid on Alternate 1.

CMW Bid Amount – Alternate 2 – Base Bid or Alternate Manufacturer with Adapter Curb as Required and Terminal Strip DDC

No Quote – AAON was only other bidder and their electrical did not match Trane electrical. Therefore we are no bid on Alternate 2.

ADD for PP Bond

ADD 1.0% to Bid Amounts if Required

Lead time for vehicle exhaust equipment is currently 10 weeks after approved submittals.

Please note the following scope clarifications for our bid:

1. CMW excludes providing a commissioning agent or assisting a commissioning agent.
2. CMW excludes any provisions of the Buy America Act.
3. CMW excludes any Davis Bacon or Prevailing Wages.

Pricing is good for 30 days.

Respectfully Submitted,

Matt Smith, P.E.

President



December 4, 2023

Innovative Groups

Attn: Dane Pletcher

Re: Butler County Community College Bldg. 2000 RTU-1 Replacement

Gentlemen,

The following is our pricing for the HVAC portion of the above-mentioned project. Our proposal is based on plan documents by Innovative Groups dated 11/24/2023. Print numbers M1 and M2. To date we acknowledge (0) addenda.

Included in the price:

- Furnish and install (1) Roof Top Unit
- Test and balance
- Gas and Condensate piping disconnect and reconnect
- Electrical and Fire Alarm for Mechanical Scope
- Temperature Controls

Base Price (Trane*)	<u>\$ 67,388.00</u>
Alternate #1 (AAON**)	<u>\$ 87,275.00</u>
Alternate #2 (Trane*) (Terminal Strip)	<u>\$ 65,145.00</u>
Alternate #2 (AAON**) (Terminal Strip)	<u>\$ 82,232.00</u>

* Trane Lead Time is 14 Weeks

**AAON Lead Time is 12-16 Weeks

Specifically, not included:

- Sidewalk or Yard Repair from Crane Damage (Owner Responsibility)
- Sales Tax

2929 S. Minneapolis
 Wichita, Kansas 67216
 316.688.1901
 316.687.1978 fax

deanenorris.com



**DEAN E.
NORRIS, INC.**

- Bond
- Fire Protection and Sprinklers
- Overtime or shiftwork
- Concrete cutting and patching for sanitary sewer or other utilities
- Roofing
- Engineering or drawings

Dean E. Norris appreciates the opportunity to work with you on this project. Please do not hesitate to call with any questions.

Respectfully Submitted,

Jason McCartney
Project Manager/Estimator

2929 S. Minneapolis
Wichita, Kansas 67216

316.688.1901
316.687.1978 fax

deanenorris.com



Commercial and Industrial HVAC and Refrigeration
Consulting, Installation, Maintenance and Service
Quality · Integrity · Trust

1707 S. Hoover Rd.
Wichita, KS 67209
Office: 316-943-7827
Fax: 316-943-7828
www.fivestarmechanicalinc.com

December 04, 2023

Quote# 2023-1302

Butler Community College

RE: 2000 Building-RTU-1 Replacement

Thank you for the opportunity to quote the above-mentioned work. Our price includes all labor, material, and tools to replace the RTU per the drawings provided. Our price for this scope of work is:

Base Bid: Seventy-Nine Thousand Two Hundred Thirty-Seven Dollars.... \$79,237.00
Alt #1: (Aeon) Ninety-Nine Thousand Seven Hundred Forty-Five Dollars.... \$99,745.00
Alt #2: (York) Sixty-Three Thousand Three Hundred Forty-Five Dollars.... \$63,345.00

We have included in our price:

- Labor
 - Demo the existing RTU and dispose of per requirements
 - Install the new RTU and secure in place
 - Perform TAB-EMC2-Provide lift and carpet protection
 - Factory unit warranty, and 1-year parts and labor warranty
 - One extra set of filters
 - Electrical disconnect and reconnect-New Disconnect
 - Provide raceways for controls through the curb
 - Gas piping and condensate piping-Disconnect and reconnect
 - Provide pre start up inspection and ensure power is on for crankcase heaters
 - Install humidity and CO2 sensors in duct
 - Paint the new unit to match the color of the existing units
- Controls
 - **Base Bid/Alt #1**-RTU Integration:
 - Reusing existing SE6104a
 - Add AMR for integration to new RTU
 - Control wiring and terminations, Engineering and graphics, additional zone sensor for RTU-2
 - **Alt #2**-Terminal strip control:
 - Reusing existing SE6104a
 - Control wiring and terminations, Engineering and graphics, additional zone sensor for RTU-2
- General conditions
 - Schedule and coordinate with owner as required
 - Cleanup associated with our work
 - Delivery of material



*Commercial and Industrial HVAC and Refrigeration
Consulting, Installation, Maintenance and Service*
Quality · Integrity · Trust

1707 S. Hoover Rd.
Wichita, KS 67209
Office: 316-943-7827
Fax: 316-943-7828
www.fivestarmechanicalinc.com

We have excluded the following from our price:

- Overtime
- Tax
- Bond
- Duct Detector
- Repairs to concrete if damaged by crane
- Removal or abatement of asbestos, lead, or toxic chemicals

Five Star Mechanical looks forward to working with you again. If you have any questions, please do not hesitate to call me at (316) 943-7827. Due to escalation of material pricing this quote is only valid for 30 days.

Sincerely,
Five Star Mechanical Inc.

Danny Schneider
Project Supervisor



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES**

MINUTES OF THE REGULAR BOARD MEETING

4:30 p.m., Tuesday, November 12, 2023 – Dankert Board Room

Meeting Recording can be viewed at: <https://www.youtube.com/watch?v=2LA1-Njo1V4>

STAFF ATTENDANCE

Cheree Anthony-Encapara
Tom Borrego
Christina Byram Linda
Zach Cannady
Dr. Sue Cecil
Dr. Julio Guerrero
Jennifer Hartman-Vice
Glendell Henderson
Matt Jacobs
Dr. Kay Kautz
Dr. Kim Krull
Sheryl LeSage
Andrea McCaffree-Wallace
Kathy McCoskey
Dr. Esam Mohammad
Dr. Tom Nevill

Dr. Jessica Ohman
Bill Rinkenbaugh
Dr. Heather Rinkenbaugh
Dr. Terry Sader
Janet Schueller
Dr. Phil Speary
Christy Streeter
Shelley Stultz
Dr. Noreen Templin
Cory Teubner
Mandy Trenary
Ireland Turner
Kent Williams
Bill Young
Robert Zavala

BOARD ATTENDANCE

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

GUESTS

Dr. Aaron Huslig, Trustee-Elect
Kaden Warner, Video

*(z) – denotes attendance by Zoom.

CALL TO ORDER

(YouTube @ 5:32)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 5:38)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 6:03)

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

RECOGNITIONS

(YouTube @ 7:22)

Dr. Krull recognized Dr. Noreen Templin for her recent presentation titled “A SWOT Collaboration for Community College Economics Courses” with Heather Chapman of Heartland CC, Susan McMaster of Frederick CC, and James Peyton of Highline CC at the 21st Annual St. Louis Fed Professors Conference.

Dr. Kay Kautz, Director of Resource Development, was recognized for her recent completion of the Grant Writing Certification Course from Fort Hays State University.

Dr. Krull then recognized Bill Young for being named 2023 InfoTech CIO of the Year.

The 2023 Veteran’s Honor Roll was included in the Board Book and represents 226 years of service to the armed forces by Butler Employees. Dr. Krull thanked the veterans for their service to our country.

PUBLIC COMMENT

(YouTube @ 11:55)

A public comment form was submitted by Sun Jianmei, but they were unable to attend the meeting. Contact will be attempted to determine if they would like to speak at the December meeting.

Andrea McCaffree-Wallace offered comments relating to due process and negotiations.

STANDING REPORTS

Student Government Association (YouTube @ 19:57)

Emily Hernandez shared that on Oct. 17 SGA partnered with Public Safety and Family Life Center SafeHouse for self-defense training. On October 26, they hosted the Walter’s Pumpkin Patch free admission day, with approximately 40 in attendance. October 27 was the Hallow-bash with 40-50 in attendance with great prizes for costume contests. SGA hosted Fall Bash on November 9, with 50 in attendance and included a DJ and mechanical bull. On November 16, SGA will provide pie and cider for students.

Operational Staff (YouTube @ 21:37)

Zach Cannady shared that OpStaff kicked off their Holiday Fundraiser last week. This year they are selling Midwest Mixes. Orders will be open until December 1 and will be delivered prior to the holiday break. The next meeting is Thursday, November 16 in Andover.

Professional Employees (YouTube @ 22:20)

Dr. Sader expressed that he hopes the administration will work with the faculty to resolve the negotiations process. Trustee Good asked Dr. Sader to bring updates about what is happening in classrooms across campus next month.

Board Finance Committee (YouTube @ 23:45)

Trustee Jolly directed Trustees to page 34 in the Board Book. Revenue is up due to interest rates being higher. There are some variations in expenses, so they are going to keep an eye on that. The audit report will probably not be available until January. GASB has requested that long-term IT contracts and refer to them as assets. Also, she advised that the College will probably see a write-up as it relates to how depreciation has been handled. The College was overstating assets and should have depreciated them more in the second year, so a note will be made to that effect.

Foundation Board Report (YouTube @ 25:30)

Trustee Rhodes shared that the Foundation Board had not met, so he will have a report next month.

President's Report (YouTube @ 25:38)

Dr. Krull shared that Trustee Rhodes, Trustee Good, and Trustee Smith have all been re-elected to a new four-year term on the Board. Dr. Aaron Huslig will join the Board in January, replacing Trustee Winslow. Board orientation will be held the first week of January before he officially takes office.

She also shared that Butler has once again been named a Best for Vets College by Military Times.

Dr. Krull shared that BCTV+ recently livestreamed the Dodge City vs. Butler football game that was aired on ESPN+. This provided great recognition for the college, and it is particularly impressive that it is a student-run initiative.

Nurse's Pinning is on December 14 at 7pm at the Performing Arts Center. Trustee Sherrer volunteered to provide the welcome for the event, and invitations for the rest of the Trustees are forthcoming.

Educational Facilities Authority Report (YouTube @ 29:10)

Trustee Sherrer stated that the group would not meet until December 13.

MONITORING REPORTS

(YouTube @ 29:23)

Trustee Sherrer noted the addition of Early College Academy students as a positive point from the report. Dr. Heather Rinkenbaugh noted growth in several areas of the department. Trustee Good welcomed Christy Streeter back to Butler.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

- A. Higher Learning Commission Interim Monitoring Report (YouTube @ 31:23) – Dr. Krull shared that she and Dr. Speary have requested an extension of the submission date for the report from January to March. It is anticipated that this request will be approved. Dr. Krull and Dr. Speary felt this was necessary because the report needs to address what the future board will do to address the concerns. Dr. Speary indicated that the Board needs to systematically work through the components of Component 2.C and look forward in terms of how they intend to demonstrate their compliance and celebration of the tenants of 2.C. He also reiterated that this report needs to be written and prepared by the Board and he and Dr. Krull cannot be involved beyond a consulting standpoint. Trustee Smith shared a summary of the webinar and indicated what the report should affirm. He expressed that he believes his draft document would fulfil this requirement. Dr. Speary shared that it would not satisfy the requirement, although it could serve as a significant part of the response. Trustee Rhodes indicated that he interpreted that the Board would have to address each of the concerns noted in the Final Report. Dr. Speary indicated that the IAC expects timelines, action plans and responsible parties for future actions and corrective measures, particularly within the next two years. Trustees engaged in further conversation about the expectations of the report and their interpretations of the expectations. Trustees tabled further discussions until January, after Trustee-elect Huslig has been seated on the Board.
- B. 900 Building HVAC (YouTube @ 1:15:25) – Ireland Turner provided an update on the 900 Building HVAC project. Bids for the project came in for the project within about 30,000 of each other, which indicates a solid bid. He believes that they can go back and redesign a few things for some savings, but the project will still range approximately \$800,000-\$825,000. His concern is that the current system will not last another summer. He explained challenges present in the building, which limits the design of the system. He indicated that they would continue to work with engineers and architects to determine how to control the costs. Dr. Krull reminded Trustees that for the first time, Butler received Capital Outlay funding from the state to address deferred maintenance and Butler received approximately \$1.3 million to use for

this purpose. This project is a perfect use for those funds, and this would not come from the general operating budget. Trustee Jolly asked when it was realized that this improvement would be made. The system struggled last summer, and significant funds have been expended to try to keep the system running. Trustee Smith asked if this is primarily a summer issue. Turner indicated that it is more prevalent in the summer, as it is harder to cool spaces than heat them.

- C. Strategic Higher Education (YouTube @ 1:26:40) - Dr. Krull shared that Marketing engaged with Strategic Higher Education (SHE) through references and recommendations from other institutions to enhance their processes at the top of the enrollment funnel. This work resulted in SHE working with a cohort of culinary students and engaging in a deep dive in how those students work their way through the Butler system from expression of interest in the college until the time they start classes. This work revealed great opportunities for the College to enhance their processes in a sales-oriented process. Dr. Krull would like to discuss the opportunities to continue working with SHE in an expanded capacity for training and process management with a broader group of programs. She shared that more information would be brought forward at the November Work Session. Dr. Ohman shared that she was excited about the opportunity to work with a consultant not just for the process, but also to have them walk directly alongside the team to train them in the new processes.

BOARD ACTION ITEMS

- A. Retirement of Michael Schweigert (YouTube @ 1:36:15) – Ireland Turner shared that Michael started at Butler in October of 1995. He has supervised the technical services department and has an immense amount of knowledge. He will be missed, but we wish him well in his retirement. Trustee Winslow moved to accept the retirement of Michael Schweigert. Trustee Sherrer seconded. On roll call vote, the motion passed 7-0.

CONSENT AGENDA

(YouTube @ 1:38:50)

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

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

(YouTube @ 1:39:15)

Dr. Mohammad shared an update on transfer rates. The average transfer GPA increased during the monitoring period. Transfer hours are down slightly. He shared that, generally, Universities are under pressure to make sure they are not requiring too many hours to graduate, which means that community college transfers do not need to bring in as many hours. He shared that overall, the data looks good when compared to peer institutions. Trustee Rhodes clarified that the transfer hours data as hours that are accepted by the transfer institution. Dr. Nevill shared that there is an effort to create a common Gen Ed core, and Butler's courses have been approved. He shared that by this coming fall there should be state-wide implementation. Dr. Krull also shared that the Transfer Feedback Report is shared by KBOR each year that shows the transfer GPAs for all community colleges into the universities.

Dr. Krull also pointed out several Key Performance Indicator Updates that go along with Strategic Plan Goals.

Statement of Revenue & Expenditures – Submitted by Kerry Potter

No discussion.

Thank You Notes

Several thank you notes were included in the Board Book.

Board Calendars

(YouTube @ 1:44:00)

Dr. Krull pointed out Thanksgiving Recess on November 22-24. She also shared that the Legislative Luncheon on November 28 will be held in the Clifford/Stone Room. She also pointed out several fine arts events happening in December. The Foundation Holiday Party will be December 11 and the December Board Meeting is December 12. Also on December 12 is the vocal music concert with the Wichita Symphony Orchestra. Campus closes on December 22 for the holiday recess. There are also several basketball games over the coming weeks.

EXECUTIVE SESSION

(YouTube @ 1:47:27)

Trustee Sherrer moved that the Board recess into executive session to discuss negotiations, pursuant to the open meetings exception for said matters relating to employer-employee negotiations and that the Board, President Kim Krull, Bill Rinkenbaugh, Shelley Stultz, Dr. Tom Nevill, Dr. Phil Speary and Kent Williams be included, as well as for discussion relating to potential properties to be acquired pursuant to the open meetings exception for preliminary discussions relating to the acquisition of real property with the Board and President Kim Krull present. The meeting will resume in the Dankert Trustee Board Room within 45 minutes. Trustee Smith seconded. On roll call vote, the motion passed 7-0.

ENTER EXECUTIVE SESSION @ 6:22pm

RETURN TO OPEN SESSION @ 7:06pm

Trustee Sherrer moved that the Board recess to executive session for discussion relating to potential properties to be acquired pursuant to the open meetings exception for preliminary discussions relating to the acquisition of real property with the Board and President Kim Krull present. The meeting will resume in the Dankert Trustee Board Room within 10 minutes. Trustee Winslow seconded. On roll call vote, the motion passed 7-0.

ENTER EXECUTIVE SESSION @ 7:09pm

RETURN TO OPEN SESSION @ 7:19pm

ADJOURNMENT

(YouTube @ 2:57:16)

Trustee Sherrer moved to adjourn the meeting. Trustee Winslow seconded. On roll call vote, the motion passed 7-0. The regular meeting of November 12, 2023 adjourned at 7:20pm.

Mary Martha Good - Secretary

BILLS AND WARRANTS

TOPIC for ACTION
November 2023 Bills and Warrants

REPORT

Bills and Warrants for November 2023 - \$3,972,578.11 (includes Expenditure Approval List - \$1,168,657.90 and Payroll - \$2,803,920.21).

RECOMMENDED ACTION:

Approval of November 2023 bills and warrants.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Sariah Wilson, Assistant Director – Accounts Payable

Supervisor: Yolanda Hackler, Director - Accounts Payable

Date: December 1, 2023

BIDS AND PURCHASES

TOPIC for ACTION RICA Building New Signage

REPORT:

Facilities Management has released a Request for Proposals (RFP) to improve the signage at our newly constructed Redler Institute of Culinary Arts building in Andover. The project entails the addition of two new signs on the south and north exterior walls, featuring the Butler Community College and B logo. Additionally, we will revamp existing signs and incorporate visible Butler signage.

We solicited proposals from three companies, with two based in Butler County and one in Sedgwick County. The bids have been submitted by the following Sign Contractors:

1. **Graphic Concept Inc.** - Based in El Dorado, conducted a site review but did not submit a bid.
2. **Kerry Unrein Signs** - Based in Augusta, reviewed the site but did not provide a bid. (Kerry cited inability to replicate existing backlit signage)
3. **Trimark Signworks Inc.** - Based in Wichita, Kansas, submitted a bid of \$70,327.00.

RECOMMENDED ACTION:

Facilities Management recommends the board to approve the proposal from Trimark Signworks Inc. to add additional signage at the RICA Building in Andover at a cost of \$70,327.00.

RECOMMENDED FUNDING SOURCE:

Deferred maintenance fund

Submitted by: Ireland Turner, Director of Facilities Management
Supervisor: Kent Williams, VP of Finance
Date: December 1, 2023



October 3, 2023

Proposal Submitted To:
Attn: Ireland Turner
 Butler County Community College

Jobsite:
 BCCC Culinary
 622 E Cloud Ave, Andover, KS

Phone: 316-322-3144

Email: iturner@butlercc.edu

On behalf of TriMark, Inc., I am pleased to offer the following proposal for your consideration and review. If you approve of the proposed work and dollar amount, please sign and mail/fax back one original proposal and any artwork. Also, initial the Terms and Conditions page. Please keep one copy of the proposal for your records.

We anticipate that it will take approximately two weeks to complete detailed layouts and obtain your final approval of artwork. The sign(s) will be completed approximately 6 weeks after TriMark has received a signed proposal and artwork, all necessary permit approvals, and deposit. Changes to work already in progress will affect lead times. Any lead times provided by us are an *estimate only* and not guaranteed due to material availability, weather conditions, and other circumstances beyond our control.

Signage as per butcom32 REV 9-25-23.cdr:

Sign A: Trimark will fabricate and install (1) set of facelit channel letter and logo.	\$9,280.00
Sign B: Trimark will fabricate and install (1) replacement trim capped face for existing channel letter.	\$1,382.00
Sign C: Trimark will remove the existing sign and fabricate and install (1) new D/S monument sign with expanded polystyrene foam base. **Old foundation and concrete removal plus backfill by owner.**	\$33,792.00
Sign D: Trimark will fabricate and install (1) new D/S monument sign with expanded polystyrene foam base. Reuse the existing cabinet but new aluminum accent cap.	\$25,873.00
	+permit +tax

ELECTRICAL: To be arranged by Customer. **PAYMENT TERMS:** 50% down payment, remaining balance due within 30 days of completion. We accept Cash, check, VISA, and MasterCard. **PRICING:** All pricing listed above is subject to applicable taxes and/or permit fees. **** Due to material pricing volatility and fluctuating acquisition costs, prices quoted on this proposal will only be valid for fourteen calendar days from the proposal date. ****

*I have read, understand, and agree to the terms of this agreement, which are stated on the reverse of this proposal consisting of 20 paragraphs. I certify that this is a taxable initial here / tax exempt initial here transaction. If tax exempt, an exemption certificate **MUST** be provided. Attached is a deposit of \$_____ which will release the sign(s) for production.*

Signature: _____ Acceptance Date: ____/____/____/
 Authorized Signature, Buyer

Terms and Conditions

1. **Warranty:** Workmanship, labor and materials including LED illumination, are warranted for a period of one (1) year from date of installation. Not included in the (1) year warranty are neon tubing and lamps, which labor and materials are warranted for a period of ninety (90) days. Electronic Message Centers (EMC's) are covered by a (1) year labor warranty and a (5) year warranty on all parts.
2. **Permits:** TriMark shall obtain and pay for an initial permit for the installation of the sign by the necessary governmental body. Purchaser will reimburse TriMark for all acquired permits and staff time as outlined in this contract.
3. **Landlord's Permission:** Buyer shall be responsible for obtaining the permission of the landlord or owner of the premises for installation of the sign or changes to any existing sign.
4. **Electrical:** Primary electrical service to the sign and final connection is the responsibility of the Buyer. Sign will be considered completed even if said sign is not electrically connected.
5. **Deliver and Performance:** If installation is a part of this agreement; completion of the sign, ready for installation, shall be deemed equivalent of actual installation, in the event TriMark shall be prevented from performing the actual installation by reason of failure or neglect of Buyer to prepare the premises for such installation, as herein provided, or other default on the part of Buyer. For remoting of LED power supplies, it is assumed that sufficient access to and behind wall for workmen will be provided by buyer. Unless otherwise stated it is also assumed that installation of letters is based on wall surface being common face brick, plywood, plaster board, etc., but not glass, glazed brick, marble, granite, structural steel, or other similar difficult surfaces for drilling of required holes on or through walls. It is assumed that Buyer will provide storefront ready for the sign installation a minimum of up to ten (10) normal working days prior to completion date and that Buyer agrees to reimburse TriMark for any overtime labor cost incurred due to Buyer or interference by other trades. Normal working days shall be 7:30 a.m. to 4:30 p.m.- Monday through Friday.
6. **Existing Signs:** If this contract is for replacement of exterior sign facings only, TriMark shall have no obligation to inspect said internal parts to determine whether they are in working order and in conformance with applicable codes, or to repair or replace any of said parts UNLESS such service is specifically included in the work to be performed under the terms of this contract.
7. **Inspection:** Buyer shall inspect the sign immediately upon delivery and shall notify TriMark in writing of any defect or variances therein. In the absence of any such written notification within five (5) days after delivery, the sign shall be deemed in all respects approved and satisfactory to Buyer.
8. **Removal of Sign:** TriMark shall have no obligation to restore premises to original condition either because the sign was removed at the request of the Buyer or pursuant to TriMark right of repossession.
9. **Underground Utilities & Unseen Objects:** As per Kansas Law, TriMark will notify Kansas One Call to have utility lines marked before digging. TriMark will not be responsible for any underground private utilities, sprinkler systems, or other objects that are not known or can be located by Kansas One Call. Cost of relocating or moving unseen obstacles shall be the responsibility of the Buyer.
10. **Unknown Structures:** Buyer will be responsible for any necessary reinforcement to the building or other structures on which sign is installed. TriMark is not responsible for additional installation cost related to hidden structures or building equipment that inhibit the installation of said signage.
11. **Access and Landscaping:** Purchaser represents the authority to authorize the installation of signs at the location specified and that it will grant necessary access to premises. Purchaser holds TriMark harmless from claims arising from or because of rights of access herein granted. TriMark is not responsible for damage to lawns or landscaping, or other objects due to sign installation.
12. **Maintenance:** Maintenance agreements are offered as a separate agreement.
13. **Storage:** TriMark will store signs for a period of up to six (6) months. TriMark shall not be responsible for theft, breakage, Acts of God, or overall care of the sign while in storage.
14. **Alteration and Changes:** Change Orders to signs released for production will only be approved in writing and any costs due to the change will be the responsibility of the buyer.
15. **Fabrication Interruptions:** If fabrication of sign is halted at the request of Buyer, all additional costs and expenses incurred upon recommencement of fabrication shall be paid by Buyer.
16. **Default Clause:** Should Buyer fail to pay any amount specified in this agreement when it becomes due, Buyer shall be deemed to be in default of the agreement and TriMark shall have the rights and remedies afforded a secured party, which may include TriMark's right to repossess the sign and apply any proceeds from the sale to the payment toward the sign, legal fees or other expenses incurred by TriMark as a result of Buyers default. TriMark shall be entitled to attorney's fees related to the breach of duties by Buyer or for the collection of monies owed.
17. **Late Charges:** A late charge of 1-1/2% per month on the unpaid balance will be added to any sums not paid when due under the payment terms of this contract. Any unpaid balance will be added to any sums not paid when due under the payment terms of this contract. Any unpaid balance requiring collection will include a 25% collection charge.
18. **Indemnification:** Buyer shall indemnify TriMark against claims and damages resulting from Buyer's use of trademarks, patents, dispute with owner, or governmental authority seeking to revoke the sign license.
19. **Notices:** All notices or communication shall be sent to TriMark, Inc. at 318 S. Osage, Wichita KS 67213 or to the Buyer at the address shown on the front of this contract.
20. **Binding on Heirs and Assigns:** This agreement and each of its provisions shall be binding on the heirs, executors, administrators, successors, and assigns of each of the parties hereto. Nothing contained in the paragraph, however, shall be deemed consent to the sale, assignment, or transfer of the goods and materials or the Buyer's obligations under this agreement. This agreement shall be governed in all respects by the laws of the state of Kansas.

Signature

TOPIC for ACTION
400 Building Diesel Tech Exhaust System

REPORT:

The Facilities Management and Innovative Groups initiated a formal Request for Proposal (RFP) process, inviting bids from mechanical contractors in the local area. The main goal was to solicit proposals for installing an exhaust system in the diesel tech shop of the 400 building. The proposed system would enable students to operate engines within the building while working on them, eliminating the current practice of having to open all garage doors and move vehicles closer to the doors to prevent the shop from being filled with fumes. This safety concern is particularly noticeable during the winter months.

As a result, bids have been received from the following general contractors:

- Five Star Mechanical \$76,106
- Den E Norris \$79,920
- Kruse Corp Did not bid
- Central Mechanical of Wichita \$85,000

RECOMMENDED ACTION:

Facilities Management suggests that the board approve the selection of Five Star Mechanical to install the new Diesel Tech Exhaust system at a cost of \$76,106.

RECOMMENDED FUNDING SOURCE:

State Workforce Development Grant

Submitted by: Ireland Turner, Director of Facilities Management

Supervisor: Kent Williams, Vice President of Finance

Date: December 1, 2023



BID TABULATION

Owner: Butler Community College
Project: 400 Building DieselVehicle Exhaust
IG Project Number: 23022
Bid Date: Friday, November 3, 2023
Bid Time: 2:00 PM

Contractor:	Five Star Mechanical	Dean E. Norris	Central Mechanical Wichita		
Addenda Received:	None issued	None issued	None issued		
Bid Bond Provided:	Not Required	Not Required	Not Required		
Performance Bond Provided:	Not Required	Not Required	Not Required		
Base Bid:	\$76,106	\$79,920	\$85,000		
Alternate 1 Bid:	Not Applicable	Not Applicable	Not Applicable		
Alternate 2 Bid:	Not Applicable	Not Applicable	Not Applicable		
Proposed Construction Start Date:	Pending equipment delivery	Pending equipment delivery	Pending equipment delivery		
Proposed Construction Completion Date:	Pending equipment delivery	Pending equipment delivery	Pending equipment delivery		
Remarks:					



Commercial and Industrial HVAC and Refrigeration
Consulting, Installation, Maintenance and Service
Quality · Integrity · Trust

1707 S. Hoover Rd.
Wichita, KS 67209
Office: 316-943-7827
Fax: 316-943-7828
www.fivestarmechanicalinc.com

November 03, 2023

Quote# 2023-1206

Ireland Turner
Butler County College

RE: 400 Bldg.-Diesel Auto Shop Vehicle Exhaust

Dear Mr. Turner,

Thank you for the opportunity to quote the above-mentioned work. Our price includes all labor, material, and tools to perform the scope of work per the prints provided. Our price for this scope of work is:

Seventy-Six Thousand One Hundred Six Dollars.... \$76,106.00

We have included in our price:

- Labor
 - Provide and install 2 exhaust fans, 2 VFD's, & 2 DP Transmitters
 - Provide and install 10 spring hose reels w/integral dampers, SS nozzles, & 41' hoses
 - Install the duct and fittings per drawings
 - Provide and install 2-3P breakers and 2-Disconnects
 - Provide and install power feed and control wire conduits
 - Lift Rental
 - Startup of system
 - EMC2 will perform the TAB on the completed system

- General conditions
 - Schedule and coordinate with owner as required
 - Cleanup associated with our work
 - Delivery of material
 - Permits

We have excluded the following from our price:

- Overtime
- Tax
- Controls
- Painting
- Bond
- Design or engineered drawings
- Relocation of piping, air piping, or storm drains
- Removal or abatement of asbestos, lead, or toxic chemicals



*Commercial and Industrial HVAC and Refrigeration
Consulting, Installation, Maintenance and Service*

Quality · Integrity · Trust

1707 S. Hoover Rd.
Wichita, KS 67209
Office: 316-943-7827
Fax: 316-943-7828
www.fivestarmechanicalinc.com

Five Star Mechanical looks forward to working with you again. If you have any questions, please do not hesitate to call me at (316) 943-7827. Due to escalation of material pricing this quote is only valid for 30 days.

Sincerely,
Five Star Mechanical Inc.

Danny Schneider
Project Supervisor



October 30, 2023

Innovative Groups

Attn: Dane Pletcher

Re: Butler County Community College Bldg. 400

Gentlemen,

The following is our pricing for the plumbing and HVAC portion of the above-mentioned project. Our proposal is based on plan documents by Innovative Groups dated 10/20/2023. Print numbers M1, M2, and E1. To date we acknowledge (0) addenda.

Included in the price:

- Furnish and install (10) Spring Hose Reels w/ dampers, 41'- 6" Hoses, and nozzles w/clips
- Furnish and install (2) Vehicle Exhaust Fans w/ VFD's and DP Transmitters
- Paintlock duct from fans to hose reels and to exterior
- Test and balance
- Electrical for Mechanical Scope

Base Price.....\$ 79,920.00

Specifically, not included:

- Sales Tax
- Bond
- Fire Protection and Sprinklers
- Overtime or shiftwork
- Concrete cutting and patching for sanitary sewer or other utilities
- Roofing
- Engineering or drawings

2929 S. Minneapolis
Wichita, Kansas 67216

316.688.1901
316.687.1978 fax

deanenorris.com



Dean E. Norris appreciates the opportunity to work with you on this project. Please do not hesitate to call with any questions.

Respectfully Submitted,

Jason McCartney

Jason McCartney
Project Manager/Estimator

2929 S. Minneapolis
Wichita, Kansas 67216

316.688.1901
316.687.1978 fax

deanenorris.com



Central Mechanical Wichita, LLC

Plumbing #2395 | Mechanical #1787

3 November 2023

To: Butler Community College

Attn: Ireland Turner

RE: BCC 400 Building Diesel Vehicle Exhaust

CMW has provided the following proposal for the above-mentioned project to be constructed in El Dorado, KS. We acknowledge all addendums.

CMW Bid Amount	\$85,000.00 without tax
ADD for PP Bond	ADD 1.0% to Bid Amount

Lead time for vehicle exhaust equipment is currently 10 weeks after approved submittals.

Please note the following scope clarifications for our bid:

1. CMW excludes any DDC controls. None shown on the plans.
2. CMW excludes providing a commissioning agent or assisting a commissioning agent.
3. CMW excludes any provisions of the Buy America Act.
4. CMW excludes any Davis Bacon or Prevailing Wages.

Pricing is good for 30 days.

Respectfully Submitted,
Matt Smith, P.E.
President

Butler Community College

Certifications Regarding Lobbying, Debarment and Suspension

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements and shall be treated as a material representation of fact upon which reliance will be placed when Butler Community College determines to award the covered transaction or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering the grant or cooperative agreement over \$100,000, as defined at 34 CFT Part 82, Sections 82.105 and 82.110, the principal that certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, any person for influencing or attempting to influence an officer or employee of the agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard For-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including sub-grants, contracts under grants, and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Section 85.105 and 85.110. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for covered transaction by any Federal department or agency.
- (b) Have not within a three-year period preceding this application been convicted of, or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted, or otherwise criminally, or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- (e) Where the applicant is unable to certify to any of the statements in the certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the Contractual Provisions, Local Assurances, and the above certification.



Signature of President or Authorized Administrator

Matthew Smith

Printed Name

President

Title

TOPIC for ACTION
900 Building HVAC

REPORT:

Information on the 900 Building HVAC project was provided at the November 2023 Board of Trustees meeting. Bids for this project were not open at the time of printing, therefore further information will be provided to Trustees and sent under separate cover once bids are opened. Hard copies of the information will be available at the meeting.

RATIFICATION OF AGREEMENTS AND CONTRACT

TOPIC for ACTION

Affiliation Agreement with Labette County Medical Center

REPORT:

The Butler Community College Fire & EMS Education Department is requesting Board approval for an Affiliation Agreement with Labette County Medical Center. This agreement would allow Butler CC AEMT students and students from other Butler CC health care programs to participate in practicums at Labette County Medical Center facilities.

This Agreement shall be effective for three (3) years, unless canceled by either party with at least a sixty (60) day notice. This Agreement shall also be reviewed annually or when requested by either party.

Butler CC already has all the required equipment, supplies, instructional materials, and faculty. Therefore, there will be no increased cost to the institution to enter into this Agreement.

RECOMMENDED ACTION:

Board approval for an Affiliation Agreement between Butler CC and Labette County Medical Center.

RECOMMENDED FUNDING SOURCE:

Student tuition and fees currently fund Butler CC courses; no additional funding source is needed.

Submitted by: Evan Seiwert, Chair of Fire and EMS Education

Supervisor: Dr. Julio Guerrero, Dean of Health, Education, and Public Services

Date: November, 30 2023

AFFILIATION AGREEMENT
BUTLER COUNTY COMMUNITY COLLEGE
and
LABETTE HEALTH

THIS AGREEMENT is by and between **BUTLER COMMUNITY COLLEGE** (hereinafter the “**College**”), and **LABETTE COUNTY MEDICAL CENTER D/B/A LABETTE HEALTH** (hereinafter the “**Facility**”), and sets forth the intended joint and/or individual responsibilities of the parties in the education of students participating in clinical programs at the Facility.

WHEREAS, the College has programs designed to provide education for various health care professionals which programs require students to participate in practicums in a health care facility (“**Programs**”); and

WHEREAS, Labette Health is a health care facility in the State of Kansas and desires to make its facilities available to the College for the purpose of experiential learning for the students of the College.

NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties that:

1. The recitals above are incorporated into this Agreement by this reference.
2. The terms of this Agreement shall prevail and control the terms of any other document relating to this affiliation.
3. This Agreement shall be subject to the laws of the State of Kansas.
4. Each party represents and agrees that its representatives executing this Agreement, and any attachments hereto, are fully authorized to agree to all provisions herein.
5. The College and the Facility do not and will not discriminate in their programs and activities on the basis of race, religion, color, national origin, gender, age, sexual orientation, marital status, status as a veteran, or disability.
6. The educational records and information relating to participating students shall be maintained by the College in accordance with the Family Educational Rights and Privacy Act of 1974.
7. This Agreement shall be in effect for a period of three (3) years from the date of execution, unless canceled by either party with not less than sixty (60) days’ notice. This Agreement will be reviewed by each party annually or when requested by either party, and shall be effective even if persons, positions, and/or titles are changed. Students who are attending practicums at the Facility at the time of the termination and who are not in violation of the terms of this Agreement will be allowed to complete the practicum, and the terms of this Agreement shall apply to those students until they complete the practicum.

8. The parties acknowledge Facility is a “covered entity” as is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations regarding the privacy and security of individually identifiable health information promulgated thereunder at 45 C.F.R. parts 160 and 164 (the “HIPAA Regulations”) and is required to protect the privacy and security of “protected health information” of persons to whom it provides health care services.
 - (a) To the extent that College students have access to protected health information by virtue of their participation in the College’s Programs at Facility, the parties agree that such students will be considered part of Facility’s “workforce” for HIPAA purposes only. Such students shall be subject to and abide by Facility’s policies and procedures governing the use and disclosure of such protected health information by Facility and its staff. Facility shall train such students regarding the requirements of its policies and procedures. Notwithstanding the foregoing, College shall educate such students regarding their obligations to protect the privacy, security, and confidentiality of all individually identifiable health information and the fundamental requirements of HIPAA. Nothing in this Agreement is intended or shall be deemed to create an employer-employee relationship or business associate relationship between Facility and College.
 - (b) To the extent College desires access to protected health information by virtue of its students participating in the clinical learning experience at Facility as authorized by this Agreement, College agrees to enter into and comply with a Business Associate Agreement with Facility.
9. College agrees to provide to Facility a signed Confidentiality Agreement (in substantially the form attached hereto as *Exhibit A*) for each student and faculty member before the student begins his or her practicum or faculty member supervises students at the Facility.
10. Before the student begins his or her practicum at Facility, College shall assure that each student understands and has agreed in writing (in substantially the form attached hereto as *Exhibit B*) to abide by Facility’s Corporate Compliance Program.
11. The College and the Facility mutually agree:
 - (a) To jointly arrange meetings between them to evaluate and improve teaching methods, resolve specific problems, and propose changes in curriculum design.
 - (b) To jointly stipulate the appropriate uniform in which the students will be required to appear while in the Facility.
 - (c) To provide each other with timely notice of changes in the curriculum, in the availability of learning opportunities, and in staff affecting clinical teaching.
 - (d) To jointly determine, prior to each semester, the number of students to be assigned to the Facility and the time and length of the practicum(s).

- (e) To jointly and separately instruct students on the importance of respecting the confidential nature of all information and privileged communication; which may come to them with regard to patients and the Facility records.
- (f) That neither the student nor any faculty member is considered an employee of the Facility during clinical time, and the Facility shall not be responsible for any employment taxes, withholding, or provision of any other benefits to students or faculty of the College.
- (g) That any student employed part time by the Facility will be considered an employee of the Facility and not representing the College while acting within the scope of employment. The student will not wear the school uniform or in any way represent himself/herself as a student while acting as an employee of the Facility.
- (h) That the staff of the Facility and the faculty of the College hold one or more conferences for evaluation of the learning experience.
- (i) That the students will have the status of learners and will not replace members of the Facility staff. Students will give service to patients only for its educational value, as a part of the planned education program.
- (j) That there will be mutually agreed upon orientation by the Facility for faculty and students.
- (k) That the Facility may request the withdrawal of a faculty member or student from the clinical area when the faculty member or student is unacceptable for reasons of health, performance or other reasonable cause.

12. The College shall:

- (a) Plan and produce a program of education which will adequately prepare students in theory and practice in accordance with the objectives and philosophy of the College and the regulations set forth by a regulating licensing agency.
- (b) Retain direct responsibility for and control of the students' education through the College faculty.
- (c) Assign students to the Facility who have adequate pre-clinical instruction to competently carry out assignments as planned within the curriculum.
- (d) Appoint qualified faculty members responsible for selecting and guiding the students' clinical practice. The experience selected will be to achieve definite educational purposes and is not extended beyond learning needs as defined by faculty.
- (e) Provide the Facility with the following information no less than ten (10) days before the practicum begins:
 - (i) Name and contact information of student(s);
 - (ii) Dates and hours of assignment(s);

- (iii) Each student's academic class designation;
 - (iv) Philosophy, purpose, and learning objectives;
 - (v) Faculty job description;
 - (vi) Student/faculty ratios;
 - (vii) Student/patient ratios;
 - (viii) School curriculum schedule; and
 - (ix) Student handbook.
- (f) Provide a fully qualified faculty member to assist and supervise the assigned student as follows:
- (i) To plan clinical assignments in consultation with the appropriate Facility staff person.
 - (ii) To withdraw any student from the clinical area when the student is unacceptable for reasons of health, performance, or other reasonable cause.
 - (iii) To be responsible for planning the schedule of student assignments and to notify the Facility in advance of the planned schedule of student assignments in the clinical area including dates, number/name of the students and instructors, and the type of experience desired.
 - (iv) To keep all records and reports of students' clinical experience.
 - (v) To abide by the existing rules and regulations of the Facility.
- (g) Assume full responsibility and liability for negligent actions of the College personnel including but not limited to faculty and students during their hours of clinical experience at the Facility.
- (h) Permit visits of the Facility staff for the purpose of observing, auditing, and participating in the teaching process, and attending planning meetings.
- (i) Provide the Preceptor (individual supervising the student) with the appropriate forms to evaluate student performance when needed.
- (j) Designate a faculty member who shall act as a liaison to the Facility on clinical practicum matters.
- (k) Upon request of the Facility, withdraw any student from the Facility when his/her work, conduct, or health may be deemed, in Facility's discretion, detrimental to patients or staff.

- (l) Require that each student maintains health insurance for the duration of the student's practicum at the Facility.
- (m) Retain final responsibility for the curriculum design, delivery, quality, and modification.
- (n) Assign no more than as mutually agreed upon students to the Facility.
- (o) Allow faculty to visit the Facility as needed when a student is assigned to the Facility.
- (p) For patient care-related practicums, require that each student maintains professional liability insurance with a minimum of \$1,000,000 per occurrence/\$3,000,000 annual aggregate at no expense to the Facility.
- (q) Instruct students to adhere to Facility policies and procedures.
- (r) Instruct students on the confidentiality of information relevant to client care and institutional matters, including HIPAA training.
- (s) Agree that students are not employees of the Facility and are not covered by Facility's worker's compensation policies.
- (t) Ensure that each student provides evidence of acceptable health status and current immunizations (including 2-step TB or chest x-ray, MMR, TDaP Tetanus, Hep B Series or waiver, and Varicella) prior to commencement of the rotation or placement in Facility.
- (u) Provide the Facility, upon its request, the following documentation for faculty involved in the clinical training program:
 - (i) Testing for TB;
 - (ii) Immunizations for MMR, tetanus, Hepatitis B and Varicella;
 - (iii) A signed pledge of confidentiality in the form of the Confidentiality Agreement attached hereto as *Exhibit A*;
 - (iv) Certification for CPR;
 - (v) Verification of liability and health insurance;
 - (vi) License number and expiration data;
 - (vii) HIPPA training; and
 - (viii) Verification of reviewed and approved criminal background check.

13. The Facility shall:

- (a) Serve as a training site for educational programs or classes conducted by the College. The Facility will maintain complete authority and control over classrooms at Facility.

The furnishing of the aforesaid facilities shall be subject to the scheduling and control of the Facility in keeping with the rules and regulations of the College. Employees shall be subject to the scheduling and control of the Facility in keeping with the rules and regulations of the College.

- (b) Make available to the College access to and use of equipment necessary to conduct specialized training in the operation, use, or maintenance of such equipment.
- (c) Make available professional and ancillary staff to participate as resource persons in conferences and discussions with faculty and students.
- (d) Permit visits of College faculty and accreditation evaluators for the purpose of observing, auditing, or participating in the teaching process, attending meetings, or evaluating students' progress.
- (e) To the extent feasible in light of patient care and hospital operational constraints, provide the student selected learning experiences to accomplish the educational objectives of the practicum.
- (f) Inform of, and make available, when possible, clinical and related facilities (library, cafeteria, lounges, parking, conference rooms, office or work space, classrooms, and dressing rooms) reasonably required for the learning experiences.
- (g) Inform and provide College faculty and students with the Facility's policies and procedures, and safety rules and regulations, and require that students shall be subject to the same.
- (h) Provide an opportunity for faculty to keep up to date with policies by attending appropriate meetings and receiving bulletins regarding changes.
- (i) Avoid using students in lieu of professional or non-professional staff.
- (j) Where possible, provide emergency care to the students in case of accident or illness while in the Facility.
- (k) Retain responsibility for all aspects of patient care in the Facility.
- (l) To the extent feasible in light of patient care and hospital operational constraints, furnish instruction and related learning experiences, supervision, and evaluation of students during their practicum consistent with the educational objectives of the program.
- (m) Consult with the College as early as possible regarding concerns about a student to avoid the necessity of a request for withdrawal, if possible.
- (n) If requested by either party, provide the Infection Control Nurse or her designee to meet with the students to review the guidelines for handling of infectious waste and hazardous materials.
- (o) Agree that personnel of the Facility are not employees of the College.

- (p) Facility has the right at any time to suspend a student from a patient practicum or clinical rotation pending an investigation by Facility and College. Final determination as to whether a student returns to Facility and continues a clinical rotation rests with Facility.

14. Effective Date. This Agreement shall be effective on _____.

“College”:
BUTLER COMMUNITY COLLEGE

901 S. Haverhill Road
El Dorado, KS 67042

“Facility”:
LABETTE COUNTY MEDICAL CENTER
d/b/a LABETTE HEALTH
1902 S. US Highway 59
Parsons, KS 67357

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TOPIC for ACTION
Business Affiliation Agreement with Labette County Medical Center

REPORT:

The Butler Community College Fire & EMS Education Department is requesting Board approval for the Business Affiliation Agreement (BAA) between Butler CC and Labette County Medical Center (Labette) to be incorporated into the Affiliation Agreement, once the Affiliation Agreement is approved by the Board. This agreement would serve as notice that Butler CC will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the American Recovery and Reinvestment Act of 2009 (ARRA).

The term of this BAA shall be the same three (3) years as the Affiliation Agreement. However, Labette reserves the right to terminate this BAA for cause if they determine Butler CC has violated any of the terms within the BAA. In addition, both parties will agree to amend this BAA from time to time as is necessary for continued compliance with HIPAA Rules and any other applicable law.

RECOMMENDED ACTION:

Board approval for the Business Affiliation Agreement between Butler CC and Labette County Medical Center to be incorporated into the Affiliation Agreement, once the Affiliation Agreement is approved by the Board.

RECOMMENDED FUNDING SOURCE:

Student tuition and fees currently fund Butler CC courses; no additional funding source is needed.

Submitted by: Evan Seiwert, Chair of Fire and EMS Education

Supervisor: Dr. Julio Guerrero, Dean of Health, Education, and Public Services

Date: November, 30 2023

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“BAA”) amends and is made part of the certain Affiliation Agreement (“Agreement”) by and between **Labette County Medical Center d/b/a Labette Health** (“Entity”) and **Butler Community College** (“Associate”).

1. **INCORPORATION.** Entity and Associate agree that the parties incorporate this BAA into the Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (“ARRA”), and their implementing regulations set forth at 45 CFR Parts 160 and 164, as amended (the “HIPAA Rules”).
2. **DEFINITIONS.** The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: breach, data aggregation, designated record set, disclose and disclosure, health care operations, individual, minimum necessary, Notice of Privacy Practices, protected health information (referred to herein as “PHI”), required by law, secretary, security incident, subcontractor, unsecured PHI, and use.
3. **DUTIES OF ASSOCIATE.** Associate agrees to:
 - (a) Not use or disclose PHI other than as permitted or required by this BAA or as required by law;
 - (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for herein;
 - (c) Report to Entity any use or disclosure of PHI not provided for herein of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which Associate becomes aware;
 - (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Associate agree to the same restrictions, conditions, and requirements that apply to Associate with respect to such information;
 - (e) Make available PHI in a designated record set to Entity as necessary to satisfy Entity’s obligations under 45 CFR 164.524;
 - (f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Entity’s obligations under 45 CFR 164.526;
 - (g) Maintain and make available the information required to provide an accounting of disclosures to Entity as necessary to satisfy Entity’s obligations under 45 CFR 164.528;
 - (h) To the extent Associate is to carry out one or more of Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Entity in the performance of such obligation(s); and
 - (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. **PERMITTED USES AND DISCLOSURES BY ASSOCIATE.**

- (a) Associate may only use or disclose PHI to perform those services specified in the Agreement.
- (b) Associate may use or disclose PHI as required by law.
- (c) Associate agrees to make uses and disclosures and requests for PHI consistent with Entity's minimum necessary policies and procedures.
- (d) Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Entity.
- (e) Associate may use PHI for the proper management and administration of Associate or to carry out Associate's legal responsibilities.

5. **NOTICE TO ASSOCIATE REGARDING PRIVACY PRACTICES AND RESTRICTIONS.**

- (a) Entity shall notify Associate of any limitation(s) in Entity's Notice of Privacy Practices under 45 CFR 164.520, to the extent that such limitation may affect Associate's use or disclosure of PHI.
- (b) Entity shall notify Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Associate's use or disclosure of PHI.
- (c) Entity shall notify Associate of any restriction on the use or disclosure of PHI that Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Associate's use or disclosure of PHI.

6. **PERMISSIBLE REQUESTS BY ENTITY.** Entity shall not request Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Entity.

7. **TERM AND TERMINATION.**

- (a) The term of this BAA shall be the same as the term of the parties' Agreement, except Entity may terminate this BAA for cause as authorized in Section 7(b).
- (b) Associate authorizes termination of this BAA by Entity, if Entity determines Associate has violated a material term of the BAA and Associate has not cured the breach or ended the violation within the time specified by Entity.
- (c) Upon termination of this BAA for any reason, Associate, with respect to PHI received from Entity, or created, maintained, or received by Associate on behalf of Entity, shall:
 - (1) Retain only that PHI which is necessary for Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Entity (or, if agreed to by Entity at the time, destroy) the remaining PHI that the Associate still maintains in any form;

- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Associate retains the PHI;
- (4) Not use or disclose the PHI retained by Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above which applied prior to termination; and
- (5) Return to Entity (or, if agreed to by Entity at the time, destroy) the PHI retained by Associate when it is no longer needed by Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations of Associate under this Section 7(c) shall survive the termination of this BAA.

8. **MISCELLANEOUS.**

- (a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- (b) Nothing in this BAA shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties.
- (c) The terms and conditions of this BAA override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

“Entity”:
LABETTE COUNTY MEDICAL CENTER
d/b/a LABETTE HEALTH
 1902 S. US Highway 59
 Parsons, KS 67357

“Associate”:
BUTLER COMMUNITY COLLEGE
 901 S. Haverhill Road
 El Dorado, KS 67042

Signature: _____

Signature: _____

Printed Name: Kathi McKinney

Printed Name: _____

Title: VP/Chief Nursing Officer

Title: _____

Date: _____

Date: _____

TOPIC for ACTION
Affiliation Agreement with the City of Independence (Kansas) Fire & EMS

REPORT:

The Butler Community College Fire & EMS Education Department is requesting Board approval for an Affiliation Agreement between Butler CC and the City of Independence Fire & EMS (Independence). This agreement would allow Butler CC EMS students to participate in clinical experiences provided by Independence. This Agreement shall be effective until July 31, 2024.

Butler CC already has all the required equipment, supplies, instructional materials, and faculty. Therefore, there will be no increased cost to the institution to enter into this Agreement.

RECOMMENDED ACTION:

Board approval for an Affiliation Agreement between Butler CC and the City of Independence Fire & EMS.

RECOMMENDED FUNDING SOURCE:

Student tuition and fees currently fund Butler CC courses; no additional funding source is needed.

Submitted by: Evan Seiwert, Chair of Fire and EMS Education

Supervisor: Dr. Julio Guerrero, Dean of Health, Education, and Public Services

Date: November, 30 2023

AFFILIATION AGREEMENT
BETWEEN
CITY OF INDEPENDENCE, KANSAS
City of Independence Fire and EMS

And

BUTLER COMMUNITY COLLEGE
Fire and EMS Education

This agreement, initiated for the academic year beginning August 1, 2023, to July 31, 2024, is entered into by and between the City of Independence Fire and EMS (hereinafter referred to as the Agency), and Butler Community College (hereinafter referred to as the College) for the purpose of establishing a cooperative program of clinical education for Emergency Medical Services students.

Whereas both parties are desirous of promoting quality clinical educational experience for students enrolled in the Emergency Medical Services program;

It is therefore agreed as follows:

General Policies

1. The Agency will have complete authority and control over all administration and patient care functions and activities. The Agency will retain full responsibility for the care of patients. The designated liaison shall have the final authority in student-patient assignments to ensure that the care is designed to meet the needs of the patients.
2. The College will have complete authority and direct control over the learning experiences of the students. The College faculty will communicate at a frequency mutually agreed upon or as otherwise necessary with appropriate Agency staff to ascertain student's progress.
3. The Agency and the College will jointly plan the number of students and faculty who will participate in the learning experiences and the clinical units to be used, including the dates and times.

Representative(s) of the Agency and the College will meet at intervals mutually agreed upon to evaluate and coordinate the implementation of the learning experiences and the use made of the clinical facilities.

Both parties agree to confer on plans, problems and changes related to the educational experience.

4. Neither the Agency nor the College will discriminate against any employee or student for employment, negotiation or training in the course of study because of race, color, creed, sex, national origin or disability.
5. Any College student separately employed at the Agency will not wear anything that identifies him or her as a student enrolled in the College. The College assumes no responsibility for action of

student employees. College students will receive no stipend or salary for the patient care service they may give in the course of their educational experience.

6. This Agreement shall not be construed as making the Agency the agent of the College nor shall it be construed as making the College the agent of the Agency.
7. The College and the Agency will explain the terms of the Agreement to members of the staff of their respective institutions and promote positive attitudes on the part of all concerned in adhering to both the letter and spirit of this Agreement.
8. Due to the nature of the duties performed, BCC students are categorized as high risk for bloodborne pathogens. All moderate and high risk personnel must provide the Agency with records or documented history by a clinician for immunizations and/or other necessary health information as specified by the Agency.

Responsibilities of Butler Community College

The College agrees to:

1. Assume full responsibility for offering an educational program which is accredited by recognized accrediting or certifying education agencies of the profession.

The College will advise the Agency of any change in the approval or accreditation of the institution or the program.
2. Designate appropriate liaison person(s) from the program.
3. Assume responsibility for preparation and general supervision of students' learning experiences in conjunction with Agency designated preceptors.
4. Provide written advance notice of the details of its clinical education activities required at the Agency. The activities will be modified by the program to accommodate the reasonable requirements of the Agency.
5. Report all breakages, loss or waste of equipment or drugs, and damage of Agency property by the student to the designated liaison or preceptor.
6. Provide prompt notification to the Agency of any change regarding clinic activities or use of clinical units and conference room space.
7. Present for clinical experiences only those students who have satisfactorily completed the appropriate pre-clinical instructional activities.
8. Provide in-services for all Agency provided preceptors on the use of evaluation forms, instructional methods, orientation to program policies, procedures, etc.

9. Have College faculty and students abide by all existing rules and regulations of the Agency as they pertain to their activities while at the Agency, including but not limited to:
 - a. Clinical Units Policy & Procedures
 - b. Personnel Policies
 - c. Infection Control Policy & Procedures
 - d. Confidentiality regarding patient, employees and medical staff
10. The College will certify that each student and faculty member has completed the same health requirement as the Agency employees. The Agency will not be responsible for expenses incurred by students for illnesses contracted while participating in the program.
11. Withdraw from the Agency upon its request, any student or faculty member whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with the patient and/or staff, whose health may jeopardize the safety and welfare of the patient, or who violates the standards of conduct of the Agency.
 - a. The Agency reserves the right to refuse to accept any student or faculty who has previously been discharged for cause as an employee of the Agency who would not be eligible for re-employment or who it otherwise deems in its sole and reasonable judgment to be unacceptable.
 - b. The Agency may submit a written request to the College for the withdrawal of any student or faculty member from participation in the program for reasonable cause related to the need for maintaining an acceptable standard of patient care and the College shall immediately comply. The written request will set forth the basis for removal.
 - c. Supervisory personnel at the Agency may, whenever they deem it advisable or necessary, relieve a student or faculty member from a specific assignment or require that such a student or faculty member not return until written permission is received from the Agency. The College will receive from the Agency a written report of such action within three business days after its occurrence.
12. Have all College students and faculty members participating in student experiences covered by professional malpractice insurance in the minimum amounts of \$1,000,000/\$3,000,000. The College will provide written assurance of such coverage on or before the effective date of the agreement.

Responsibilities of Independence Fire and EMS

The Agency agrees to:

1. Maintain standards as a licensed ambulance service in the state of Kansas. The Agency will advise the College of any change in licensing or accreditation of the agency.
2. Provide opportunities for clinical learning experience for the achievement of the students' educational objectives to the extent that assignments are appropriate to achieve patient care.
3. Provide a preceptor (or preceptors) for student clinic experiences. While this individual (or individuals) will be employed by the Agency, the College requests input as to selection, retention and supervision only as it pertains to student instruction.
4. Provide the use of the following items for student and faculty to the extent that they do not conflict with Agency's need.
 - a. Conference room space.
 - b. Library and instructional materials and equipment.
 - c. Storage facilities for personal belongings. The Agency will not be responsible for loss of personal articles.
 - d. Surface parking.
 - e. Clinical units Policies and Procedures manuals, patient care plans and medical records.
5. Provide necessary immediate medical care for sudden illness or injury occurring while in the clinical area at the student's or faculty member's expense.
6. Provide an orientation to the clinical facilities and policies for the College faculty.
7. Provide qualified personnel in all clinical units for student experiences.

Amendment

Both parties may mutually agree to review, amend or modify one or more items covered by this agreement at any time. When this is necessary, it will be placed in writing and signed by both parties.

Termination

This Agreement will automatically renew for successive one-year renewal terms unless either party gives to the other party written notice at least 60 days prior to the end of any term of its intent not to renew the Agreement.

Butler Community College

City of Independence, Kansas
Independence Fire EMS

President Date
Butler Community College

Name _____ Date

(please print)

Title _____

TOPIC for ACTION
Affiliation Agreement with Neosho Memorial Regional Medical Center

REPORT:

The Butler Community College Fire & EMS Education Department is requesting Board approval for an Affiliation Agreement between Butler CC and Neosho Memorial Regional Medical Center (Neosho). This agreement would allow Butler CC EMS students to participate in clinical experiences provided by Neosho. This Agreement shall be effective until July 31, 2024.

Butler CC already has all the required equipment, supplies, instructional materials, and faculty. Therefore, there will be no increased cost to the institution to enter into this Agreement.

RECOMMENDED ACTION:

Board approval for an Affiliation Agreement between Butler CC and Neosho Memorial Regional Medical Center.

RECOMMENDED FUNDING SOURCE:

Student tuition and fees currently fund Butler CC courses; no additional funding source is needed.

Submitted by: Evan Seiwert, Chair of Fire and EMS Education

Supervisor: Dr. Julio Guerrero, Dean of Health, Education, and Public Services

Date: November, 30 2023

AFFILIATION AGREEMENT
BETWEEN
Neosho Memorial Regional Medical Center
Chanute, Kansas

And

BUTLER COMMUNITY COLLEGE
Emergency Medical Services Program

This agreement, initiated for the academic year beginning August 1, 2023, to July 31, 2024, is entered into by and between the Neosho Memorial Regional Medical Center (hereinafter referred to as the Agency), and Butler Community College (hereinafter referred to as the College) for the purpose of establishing a cooperative program of clinical education for Emergency Medical Services students.

Whereas both parties are desirous of promoting quality clinical educational experience for students enrolled in the Emergency Medical Services program;

It is therefore agreed as follows:

General Policies

1. The Agency will have complete authority and control over all administration and patient care functions and activities. The Agency will retain full responsibility for the care of patients. The designated liaison shall have the final authority in student-patient assignments to ensure that the care is designed to meet the needs of the patients.
2. The College will have complete authority and direct control over the learning experiences of the students. The College faculty will communicate at a frequency mutually agreed upon or as otherwise necessary with appropriate Agency staff to ascertain student's progress.
3. The Agency and the College will jointly plan the number of students and faculty who will participate in the learning experiences and the clinical units to be used, including the dates and times.

Representative(s) of the Agency and the College will meet at intervals mutually agreed upon to evaluate and coordinate the implementation of the learning experiences and the use made of the clinical facilities.

Both parties agree to confer on plans, problems and changes related to the educational experience.

4. Neither the Agency nor the College will discriminate against any employee or student for employment, negotiation or training in the course of study because of race, color, creed, sex, national origin or disability.
5. Any College student separately employed at the Agency will not wear anything that identifies him or her as a student enrolled in the College. The College assumes no responsibility for action of

student employees. College students will receive no stipend or salary for the patient care service they may give in the course of their educational experience.

6. This Agreement shall not be construed as making the Agency the agent of the College nor shall it be construed as making the College the agent of the Agency.
7. The College and the Agency will explain the terms of the Agreement to members of the staff of their respective institutions and promote positive attitudes on the part of all concerned in adhering to both the letter and spirit of this Agreement.
8. Due to the nature of the duties performed, BCC students are categorized as high risk for bloodborne pathogens. All moderate and high risk personnel must provide the Agency with records or documented history by a clinician for immunizations and/or other necessary health information as specified by the Agency.

Responsibilities of Butler Community College

The College agrees to:

1. Assume full responsibility for offering an educational program which is accredited by recognized accrediting or certifying education agencies of the profession.

The College will advise the Agency of any change in the approval or accreditation of the institution or the program.
2. Designate appropriate liaison person(s) from the program.
3. Assume responsibility for preparation and general supervision of students' learning experiences in conjunction with Agency designated preceptors.
4. Provide written advance notice of the details of its clinical education activities required at the Agency. The activities will be modified by the program to accommodate the reasonable requirements of the Agency.
5. Report all breakages, loss or waste of equipment or drugs, and damage of Agency property by the student to the designated liaison or preceptor.
6. Provide prompt notification to the Agency of any change regarding clinic activities or use of clinical units and conference room space.
7. Present for clinical experiences only those students who have satisfactorily completed the appropriate pre-clinical instructional activities.
8. Provide in-services for all Agency provided preceptors on the use of evaluation forms, instructional methods, orientation to program policies, procedures, etc.

9. Have College faculty and students abide by all existing rules and regulations of the Agency as they pertain to their activities while at the Agency, including but not limited to:
 - a. Clinical Units Policy & Procedures
 - b. Personnel Policies
 - c. Infection Control Policy & Procedures
 - d. Confidentiality regarding patient, employees and medical staff
10. The College will certify that each student and faculty member has completed the same health requirement as the Agency employees. The Agency will not be responsible for expenses incurred by students for illnesses contracted while participating in the program.
11. Withdraw from the Agency upon its request, any student or faculty member whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with the patient and/or staff, whose health may jeopardize the safety and welfare of the patient, or who violates the standards of conduct of the Agency.
 - a. The Agency reserves the right to refuse to accept any student or faculty who has previously been discharged for cause as an employee of the Agency who would not be eligible for re-employment or who it otherwise deems in its sole and reasonable judgment to be unacceptable.
 - b. The Agency may submit a written request to the College for the withdrawal of any student or faculty member from participation in the program for reasonable cause related to the need for maintaining an acceptable standard of patient care and the College shall immediately comply. The written request will set forth the basis for removal.
 - c. Supervisory personnel at the Agency may, whenever they deem it advisable or necessary, relieve a student or faculty member from a specific assignment or require that such a student or faculty member not return until written permission is received from the Agency. The College will receive from the Agency a written report of such action within three business days after its occurrence.
12. Have all College students and faculty members participating in student experiences covered by professional malpractice insurance in the minimum amounts of \$1,000,000/\$3,000,000. The College will provide written assurance of such coverage on or before the effective date of the agreement.

Responsibilities of Neosho Memorial Regional Medical Center

The Agency agrees to:

1. Maintain standards as a licensed institution in the state where it is located and as required for accreditation by the Joint Commission on Accreditation of Health Care Organizations. The Agency will advise the College of any change in licensing or accreditation of the institution.
2. Provide opportunities for clinical learning experience for the achievement of the students' educational objectives to the extent that assignments are appropriate to achieve patient care.
3. Provide a preceptor (or preceptors) for student clinic experiences. While this individual (or individuals) will be employed by the Agency, the College requests input as to selection, retention and supervision only as it pertains to student instruction. This necessitates provision of adjunct staff privileges to the College Academic Director or Designee.
4. Provide the use of the following items for student and faculty to the extent that they do not conflict with Agency's need.
 - a. Conference room space.
 - b. Library and instructional materials and equipment.
 - c. Storage facilities for personal belongings. The Agency will not be responsible for loss of personal articles.
 - d. Surface parking.
 - e. Clinical units Policies and Procedures manuals, patient care plans and medical records.
5. Provide necessary immediate medical care for sudden illness or injury occurring while in the clinical area at the student's or faculty member's expense.
6. Provide an orientation to the clinical facilities and policies for the College faculty.
7. Provide qualified personnel in all clinical units for student experiences.

PERSONNEL

TOPIC for ACTION
Resignation of Jaromy Green

REPORT:

Jaromy Green, Physics Instructor, has submitted his notice of resignation from his full-time position effective December 31, 2023. Jaromy has been an employee of Butler Community College for 8.5 years.

RECOMMENDED ACTION: The administration recommends that the Board accept the resignation of Jaromy Green from his full-time position.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, AVP of Human Resources

Supervisor: Dr. Kim Krull, President

Date: November 20, 2023

SUPPLEMENTAL INFORMATION

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



Metric	Description	Latest Performance	Last Updated for BOE	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	3.29 & 48.5 hours (Fall 2022 cohort)	11/2023	3.26 & 50.2 hours (Fall 2021 cohort); 3.27 & 50.1 hours (Fall 2020); 3.24 & 50.2 hours (Fall 2019)	Kansas Board of Regents KHESTATs Transfer Tab
CTE Placement	Self-reported job placement of technical program concentrators & completers	84.0% (AY 2022)	04/2023	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	1327 (AY 2023)	09/2023	1371 (AY 2022), 1416 (AY 2021), 1446 (AY 2020)	Kansas Board of Regents AY Completions File

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Shelley Stultz, Vice Presidents
Report for the BOT meeting of	December 12, 2023
Strategic Goal: Enhance Employee Success & Excellence	Priority 2(a): Develop Internal Professional Development Program.

Narrative

Professional development” refers to the continuing effort of all Butler employees to learn more about their chosen occupations, obtain new knowledge and/or skills, and improve existing ones. Butler values the professional development of all employees, both full-time and part-time because it is essential to our quest for excellence.

Current Outcomes

Currently we utilize the performance development cycles to encourage employees and supervisors to work together to create a professional development plan as a means for employees to identify their professional goals and ways of achieving them. This generally includes development of job skills, knowledge or attributes for further career opportunities or job enrichment.

We continue to impact leadership development each year by selecting several staff and faculty to participate in various programs, conferences and workshops offered locally, across the state and nationally affiliated.

Action items for future outcomes

We plan to incorporate an internal professional development plan that will intentionally promote targeted job and skills training for supervisor roles and other positions that lead to those roles.

Plans will include conducting a needs assessment with team supervisors to identify the related knowledge or skill gaps that need further development. From this information we can establish a development curriculum for certain roles and/or job responsibilities.

Build a learning platform (LMS) that ties into our Performance Management system and will allow each learner a full spectrum of programs, and development opportunities within an internal learning system.

Strategic Alignment

Employee Success and Excellence is reflected in our continuing effort to develop each employee’s professional skills, knowledge, and abilities. Promoting internal and external opportunities for professional development and educational advancement will enhance our ability to attract and retain the best employees.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Inclusion Council, Vice Presidents, Dr. Jessica Ohman
Report for the BOT meeting of	December 12, 2023
Strategic Goal: Inspire Values of Equity and Access	Priority 1(a): Engage students and staff in conversations to understand needs and eliminate barriers

Narrative

The Inclusion Council has refigured its action teams to consolidate the efforts pertaining to identifying and reconstructing systemic inequities perceived by our students and employees. This team will identify, through engagement with students and employees, systemic inequities (of any variety related to, for example, race, gender, age, disability, gender, etc.) in all BCC processes involving student and employee experience including but not limited to student and employee recruitment, employee training and management, curriculum and instruction, financial aid, enrollment, disciplinary procedures, grades, graduation, and workplace circumstances. It will prioritize bringing the experienced and perceived diversity of BCC's faculty and staff in closer alignment with the populations it serves. It will stay abreast of best practices exhibited by other similar institutions that have successfully diversified, as well as work together with various campus offices and executives to coordinate such efforts on an institutional level (such as working with HR and Deans to revise recruitment and hiring practices, and with other administrative bodies to ensure inclusive work environments).

Current Outcomes

- Continue to conduct structured interactions with various student and employee groups in a variety of settings to solicit and document their experiences and perceptions.
- Research evident high-impact areas for reconstruction and coordinate with relevant campus offices and stakeholders to list a set of projects.
- Collect and analyze data about BCCs diversity and inclusion track record.
- Foster measurable progress in inclusive teaching and employment practices campus wide
- Collect information detailing the student success and post-college employment benefits of having a diverse faculty and share that information with relevant offices.
- Research best practices in, for example, the corporate world as well as in higher education, for recruiting and retaining diverse employees.

Action items for future outcomes

- Collaborate with OER teams to establish permanent inclusion criteria in textbook selection processes.
- Establish measurable progress in the recruitment, success, and retention rate of underrepresented students and employees.
- Increase diversity of faculty and staff by a measurable amount before 2026.

Strategic Alignment

The work of the Inclusion Council aligns with the strategic goal to "Inspire Values of Equity and Access" through structured documented engagement with students and employees and intentional actionable response to their feedback.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Dr. Jessica Ohman, Tom Borrego, Dr. Esam Mohammad, Academic Deans
Report for the BOT meeting of	December 12, 2023
Strategic Goal: Support Students and their Success	Priority 3(a): Increase access and success of underserved populations, including first generation learners

Narrative

Butler has designated first generation students as the comprehensive population reflecting underserved/underrepresented learners. A first-generation learner is identified as an individual whose parents did not complete a baccalaureate degree. Upon application to the College, students indicate if they are a first-generation learner. According to the Center for First Generation Success, 33% of undergraduates identify as first-generation.

Current Outcomes

- Institutional research created a dashboard of enrollment, retention, completion, and transfer for first-generation students.
- An ad hoc First-Generation Taskforce was created to identify, support, and encourage first-generation students.
- First-generation students have a “tag” for easy identification in Aviso, the college retention system.
- Surveyed faculty and staff to identify those who were first-generation.
- Recognized National First-Generation College Day on November 8 with videos of faculty and staff sharing their experiences and tips for first-generation students.
- Celebrated first-generation students with cookie receptions at all College locations.
- Created a calendar of events designed to support first-generation learners.
- The Foundation received a \$50,000 grant to partner with Big Brothers and Big Sisters of Kansas to create a mentorship program for graduates of the BBBS program who are attending Butler Community College. Many of these graduates are first generation students.

Action items for future outcomes

- Collaborate with groups across campus to provide resources to first-generation learners.
- Establish measurable progress in the enrollment, retention, completion, and transfer of first-generation learners.
- Utilize first-generation faculty and staff to mentor the first-generation students across campus.

Strategic Alignment

This initiative aligns with the strategic goal to “Inspire Values of Equity and Access.”

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Bill Young, Dr. Tom Nevill
Report for the BOT meeting of	December 12, 2023
Strategic Goal: Champion Excellence in Innovation	Priority 1(a): Increase engagement of digital professional development for employees with business process transformation.

Narrative

Institutional Development Day is a campus-wide professional development training that is curated through the Faculty Development Team in Academics. It hosts all Butler employees and happens twice a year, once in Fall, on the Tuesday returning from Fall Break and in Spring the Thursday before Easter break. This is a required day for full-time faculty and staff. Adjuncts are welcome and can earn professional development points.

Current Outcomes

Below are different workshop sessions that were curated by the Faculty Development Team for all employees at our Spring and Fall IDD. Each of the following sessions was 50 minutes in length and sometimes offered several times to allow staff a better opportunity to attend.

Technology and Software Based Sessions:

- Ask the Trainer: Q & A hour with Shala Burt, Technology Training Specialist
- Excel for Butler Admin Assistants & Support Staff Version 2 Session2
- Time to make the donuts...PowerQuery Overview
- "What's this Adobe stuff?" Adobe, ground Zero
- A Gentle Introduction to 3D Printing
- Graphic Design
- Addressing Digital Agility with Adobe Creative Campus
- Introduction to SharePoint
- Learning to Navigate the Interactive Schedule
- Excel for Administrative Assistants and Support Staff
- Adobe Express training for Staff
- Navigating AVISO for Support Staff
- Banner 9, tips/tricks
- Paint me a picture.... PowerQuery session 2
- Meetings Managed: Teams and Zoom
- Navigating AVISO for Support Staff

AI Based Sessions:

- Let's Chat about ChatGPT (THE LATEST)
- AI Assisted Learning
- Then and Now of ChatGPT

Action items for future outcomes

Faculty Development and Academics will continue to support all employees in transforming the digital experience in the classroom, online, and in business operations for the College.

Strategic Alignment

Enhance digital literacy and fluency for students and staff.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Dr. Kim Krull, Vice Presidents, Board of Trustees
Report for the BOT meeting of	December 12, 2023
Strategic Goal: Drive Institutional Sustainability and Growth	Priority 2(a): Adhere to follow-up deadline per HLC and IAC expectations and final decisions

Narrative

Butler's 10-year reaccreditation visit was in April 2023. The site team submitted, and IAC accepted, a report that reaffirmed Butler's 10-year accreditation. Criterion 2 and specifically 2C was noted as "Met with Concerns." The focus of Criterion 2 is Ethics and 2C is Governance. The site team noted a number of Governance concerns to be addressed including not complete Board agreement on the Affirmation of Service and Standards of Good Practice, Board evaluation instruments noting unwillingness to find effective ways of communicating during public meetings, documentation of significant dialog and debate on institutional issues, fundamental difference of opinion as to the direction of the college and the role Board members play even though consultants have been engaged to help the Board unite around a common mission. The Site Team report posted to the website provides the complete narrative of the noted concerns. An Interim Monitoring report from the Board and college is required to be submitted by February 2024 addressing these concerns.

Current Outcomes

The Board will initiate the work to complete the Interim Monitoring report beginning in January. To date, there has been some discussion about the format and content of the report but no written drafts have been completed.

Action items for future outcomes

The Board will need to complete the Interim Monitoring Report for submission by the required deadline. It will need to include evidence of a Board vote affirming acceptance/commitment to the tenets of 2C. This report should affirm that Board members understand the limits of their roles and the appropriate role for the president and administration. The college may choose to submit any edited or updated documents including a code of conduct, statement of ethics and/or Board by-laws insofar as they affirm the Board's understanding of the duties and limits of their roles.

Strategic Alignment

Completion of the Interim Monitoring Report advances the Strategic Goal: **Drive Institutional Sustainability and Growth.**

MONTHLY STATEMENT OF REVENUES AND EXPENDITURES

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 11/30/2023

FISCAL YEAR 24, PERIOD 05
OPERATING FUNDS

	2024				2023			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
REVENUES:								
Tuition/Fees	18,212,530	13,347,732	4,864,798	73.29%	17,626,486	13,077,584	4,548,902	74.19%
Local Sources	14,250,037	1,042,480	13,207,557	7.32%	14,250,077	999,768	13,250,309	7.02%
State Sources	19,760,160	10,256,317	9,503,843	51.90%	19,426,536	9,844,963	9,581,573	50.68%
Auxiliary Sources	19,600	10,100	9,500	51.53%	17,781	9,800	7,981	55.12%
Other Sources	1,332,375	575,286	757,089	43.18%	666,023	289,380	376,643	43.45%
Transfers	82,134	0	82,134	0.00%	82,134	0	82,134	0.00%
TOTAL REVENUES:	53,656,836	25,231,916	28,424,920	47.02%	52,069,037	24,221,495	27,847,542	46.52%
EXPENSES:								
Instruction	16,014,510	5,563,412	10,451,098	34.74%	16,407,142	5,441,439	10,965,703	33.17%
Other Expenditures	0	542	(543)	0.00%	0	0	0	0.00%
Academic Support	4,071,892	1,404,071	2,667,821	34.48%	3,728,827	1,387,942	2,340,886	37.22%
Student Services	7,342,275	2,825,490	4,516,786	38.48%	7,013,971	2,648,277	4,365,694	37.76%
Institutional Support	21,991,740	10,309,499	11,682,241	46.88%	20,127,273	8,300,484	11,826,789	41.24%
Physical Plant Operations	3,863,286	1,434,659	2,428,627	37.14%	3,301,642	1,414,535	1,887,107	42.84%
Student Financial	3,427,004	1,809,192	1,617,812	52.79%	3,402,269	1,754,473	1,647,796	51.57%
Auxiliary Enterprise	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES:	56,710,707	23,346,866	33,363,841	41.17%	53,981,124	20,947,149	33,033,975	38.80%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	1,371,908	980,608	391,300	71.48%	1,374,108	691,704	682,404	50.34%
Non-Mandatory Transfers	612,273	0	612,273	0.00%	612,273	0	612,273	0.00%
TOTAL TRANSFERS:	1,984,181	980,608	1,003,573	49.42%	1,986,381	691,704	1,294,677	34.82%
NET INCREASE/DECREASE IN NET ASSETS	(5,038,052)	904,442			(3,898,468)	2,582,642		
Fund Balances, Beginning of year	10,555,722	10,555,722			9,875,329	9,875,329		
Fund Balances, End of Period	<u>5,517,670</u>	<u>11,460,164</u>			<u>5,976,861</u>	<u>12,457,971</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, Career & Workforce Education, Annual Transfers to Development, Facilities, and Technology Funds

THANK YOU NOTES

None.

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
December 2023**

December Board Finance Committee	Tuesday, December 12, 2023; 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
December Board Meeting	Tuesday, December 12, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
December Work Session	NO WORK SESSION HOLIDAY RECESS	N/A
January Board Finance Committee	Tuesday, January 9, 2024; 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
January Board Meeting	Tuesday, January 9, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
January Work Session	Monday, January 22, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

2023-2024 Board Meeting Dates

Tuesday, October 10, 2023
 Tuesday, November 14, 2023
 Tuesday, December 12, 2023
 Tuesday, January 9, 2024
 Tuesday, February 13, 2024
 Tuesday, March 12, 2024
 Tuesday, April 9, 2024
 Tuesday, May 14, 2024
 Tuesday, June 11, 2024
 Tuesday, July 9, 2024

LOOKING AHEAD

February Board Finance Committee	Tuesday, February 13, 2024; 3:30pm President's Conference Room	TBD (Dependent on Officer Elections)
February Board Meeting	Tuesday, February 13, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
February Work Session	Monday, February 26, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
March Board Finance Committee	Tuesday, March 12, 2024; 3:30pm President's Conference Room	TBD (Dependent on Officer Elections)
March Board Meeting	Tuesday, March 12, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
March Work Session	Monday, March 25, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

ACTIVITY CALENDAR

Foundation Holiday Party – Dankert Board Room	Monday, December 11	5:30pm
Finals Week	Monday, December 11 – Friday, December 15	All Day
Vocal Music Holiday Concert with Wichita Symphony Orchestra @ Century II in Wichita	Tuesday, December 12	7:30pm
Dance Recital	Thursday, December 14	7:00pm
Nurse’s Pinning @ El Dorado Performing Arts Center	Thursday, December 14	7:00pm
Winter Recess – Campus Closed	Friday, December 22 – Tuesday, January 2	All Day
Women’s Basketball vs. Hutchinson @ Home	Wednesday, January 3	5:30pm
Men’s Basketball vs. Hutchinson @ Home	Wednesday, January 3	7:30pm
Women’s Basketball vs. Independence @ Home	Wednesday, January 10	5:30pm
Men’s Basketball vs. Independence @ Home	Wednesday, January 10	7:30pm

ADJOURNMENT

MOTION: By _____

Mr. Chair,

I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

MEETING ADJOURNED @ _____ **P.M.**