

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING**

4:30 p.m., Tuesday, February 13, 2024 – Dankert Trustee 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 Trustee Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.
	Executive Session – for discussion of non-elected personnel.

REGULAR MEETING OF THE BOARD OF TRUSTEES

- I. **CALL TO ORDER (4:30pm)**
- II. **PLEDGE OF ALLEGIANCE (4:30pm)**
- III. **APPROVAL OF AGENDA (4:35pm)**
- IV. **RECOGNITIONS (4:40pm)** -----**3**
- V. **PUBLIC COMMENT (4:50pm)**
If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3ioB30n>
- VI. **STANDING REPORTS (4:55pm)**
 - A. Student Government Association Report – Emily Hernandez, SGA President
 - B. Operational Staff Report – Zach Cannady
 - C. Professional Employees Report – Terry Sader
 - D. Board Finance Committee Report – Mary Martha Good, Dave Sherrer
 - E. Foundation Board Report – Forrest Rhodes, Kim Krull
 - F. President’s Report – Kim Krull
 - G. Education Facilities Authority Report – Mary Martha Good, Linda Jolly
- VII. **MONITORING REPORT (5:10pm)** -----**4**
 - A. Arts, Digital Media & Communications (Haring)
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
 - A. Core Community (Krull, Rhodes) (5:20pm) -----28
 - B. Higher Learning Commission Interim Monitoring Report (Jolly)(5:30pm) -----29
 - C. FY2025 Tuition & Fee Rate Recommendation (Williams) (5:40pm) -----30
 - D. Hiring Practices (Stultz) (5:50pm) -----34
 - E. Legislative Post Audit – Athletics (Krull) (6:00pm) -----44

IX.	BOARD ACTION ITEMS	
A.	Affirmation of Service and ACCT Guide to Ethical Governance (Jolly, Krull)	
	(6:10pm) -----	45
B.	Grizzlybacker – Alcohol Service in Hall of Fame Room (Carter) (6:20pm) -----	48
C.	Fleet Replacement (Turner) (6:30pm) -----	51
D.	Strategic Higher Education Proposal for Consulting (Ohman) (6:40pm) -----	76
E.	BCTV Equipment Needs (Young) (6:50pm) -----	82
X.	CONSENT AGENDA (7:00pm)	
A.	Approval of Minutes	
a)	Regular Board Meeting of January 22, 2023 (Hartman-Vice) -----	100
B.	Approval of Bills and Warrants for January 2024 (Wilson) -----	116
C.	Ratification of Agreements and Contracts	
a)	Clinical Affiliation Agreement with Lakepoint of El Dorado (Schueller) -----	117
b)	Clinical Affiliation Agreement with Salem Home (Schueller) -----	121
c)	Clinical Affiliation Agreement with Derby Health & Rehab (Schueller)-----	125
d)	Amended Agreement with Grand Canyon University (Schueller) -----	129
e)	Clinical Affiliation Agreement with Cowley County Health Department (Schueller) -----	151
f)	2024-2025 Articulation Agreement (El Dorado High) (Jensen) -----	154
D.	Resolutions	
a)	Commerce Bank Resolutions (Potter) -----	161
E.	Personnel -----	170
XI.	SUPPLEMENTAL INFORMATION (7:05pm)	
A.	Key Performance Indicators Update (Mohammad) -----	171
B.	Monthly Statement of Revenue & Expenditures (Potter) -----	174
C.	Thank You Notes -----	176
D.	Board Calendar -----	177
XII.	EXECUTIVE SESSION (7:15pm) -----	179
XIII.	ADJOURNMENT (7:30pm) -----	180

FEBRUARY BOARD RECOGNITIONS

- **Student Ella Boozer, and her faculty sponsor, Amy Hornbaker** - Together published a magazine highlighting the departments within the ADMC Division.

MONITORING REPORTS

BOARD OF TRUSTEES REPORT DIVISION OF ARTS, DIGITAL MEDIA & COMMUNICATION February 2024

Dean: Valerie Haring

Administrative Assistant: Natasha Gravatt

EXECUTIVE SUMMARY

- The Fine Arts and Communication Division is comprised of the following academic departments: **Art, Dance, ID3D, Mass Communication, Music (Vocal and Instrumental), Speech, and Theatre.**
- The division is responsible for several public relations-oriented, student-produced media including ***The Lantern* newspaper, The Grizzly magazine, KBTL campus radio station, and Butler TV / BCTV+**
- The division also manages the **Erman B. White Art Gallery.**
- The division includes twenty-one full-time faculty members, 52 adjunct faculty members, one full-time administrator, one full-time administrative assistant, one full-time performance manager, and two part-time student workers.
- Over 300 sections of courses are offered throughout the academic year.

Division Dean: Valerie Haring

- <https://www.butlercc.edu/news/article/732/dean-of-admc-valerie-haring-is-committed-to-being-an-involved-intentional-dean> - Marketing article by Caleb Sanderson
- Haring was appointed as the Dean of ADMC in April 2023 after serving in an interim capacity since August 2022.
- Haring, and her husband, the talented painter, John Oehm judged a portion of the Eastern **Kansas Scholastics Arts Competition** hosted by MarkArts, Wichita, KS

Administrative Assistant: Natasha Gravatt

- Natasha has worked as the ADMC Administrative Assistant for 5 ½ years. She continues to implement new software to effectively build class schedules, calculate faculty teaching loads, and manage the needs of faculty and students.
- When Natasha is off the clock, you can find her supporting her family at wrestling tournaments, 4-H activities, and church events. She and her husband enjoy rodeo trips on their Harley.

Fine Arts and Communication Division Mission Statement

Butler's Fine Arts and Communication Division will facilitate learning by engaging students within the **instructional departments** of the division. Additionally, student will participate in **co- curricular activities**: *The Lantern* newspaper; *The Grizzly* magazine, KBTL Radio, Butler television, sports media, theatre productions, music performances, dance performances, lectures, workshops, and art exhibits. These academic departments, services, and activities will address the needs of students and stakeholders in the region including:

- Preparing students for **transfer** to colleges and universities
- Preparing students for **careers** related to Arts, Digital Media, and Communication skills
- Providing incumbent **workforce training** in communication skills and critical thinking
- Providing instruction in personal interest areas
- Developing Learning PACT skills: Personal Development Skills, Analytical Thinking Skills, Communication Skills, and Technological Skills
- Providing **access** to student learning through multiple locations and delivery systems
- Providing **instructional leadership** for the college
- Providing **cultural events** for the campus and community
- Evaluating programs and services by **documenting and evaluating** student skills and knowledge and stakeholder satisfaction.

Arts, Digital Media, and Communication Division-Wide Initiatives

- **Scholarship** students are required to meet with full-time faculty and the Dean to review their scholarship obligations and to track their academic progress
- Faculty use **Watermark** (formally AVISO) to track student attendance and academic performance
- Scholarship student earn “stamps” on their stamp cards for attending **cultural events** within the division and at off-campus locations
- Building a sense of **community** between departments within the ADMC division
- Integrating **diversity and inclusion** into all we do
- Increasing opportunity for **cross-curricular** interactions
- **Promote** our division, departments, and events more effectively through the monthly ADMC newsletter and scholarship mailers
- Utilize current scholarship students in **recruiting** events
- Collaboration with BCC Foundation to revive the **Friends of the Arts** tiered giving campaign to raise money for equipment, travel, and special events.

Activity Scholarship Students

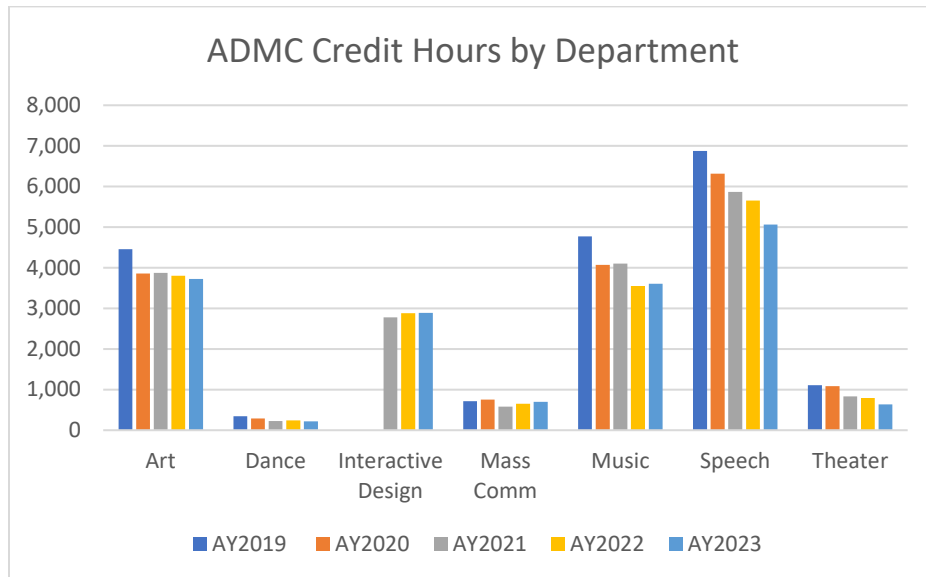
The ADMC Division is responsible for administering approximately 200 activity scholarships which are awarded to full-time students in Art, *The Grizzly*, *The Lantern*, Radio/TV, Sports Media, Instrumental Music, Vocal Music, Theatre (performance and technical), and Box Office Management. **Recruiting** these talented students and providing the support they need once they are here requiring a great deal of time and effort from the division's administration, faculty, and staff. The goal is to keep each student on track to graduate in two years while also fulfilling the demanding requirements of the activity scholarship. Each activity student spends 10-30 hours per week meeting the obligations of their scholarship.

Statistical Data for ADMC Credit Hours, Majors, and Degree Completion

Credit Hours By Department

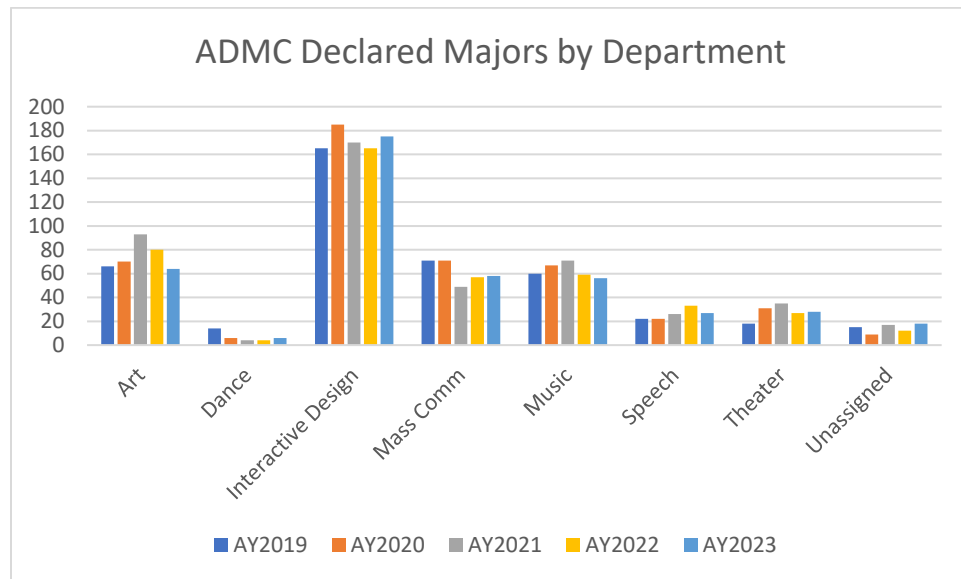
Dept	AY2019	AY2020	AY2021	AY2022	AY2023
Art	4,455	3,858	3,875	3,802	3,727
Dance	344	290	228	244	218
Interactive Design*	N/A	N/A	2,781	2,880	2,891
Mass Comm	718	751	580	652	697
Music	4,774	4,070	4,101	3,549	3,602
Speech	6,874	6,314	5,865	5,652	5,067
Theater	1,106	1,083	836	794	638

*Interactive Design Courses were separated out of the Information Technology department in AY 2021



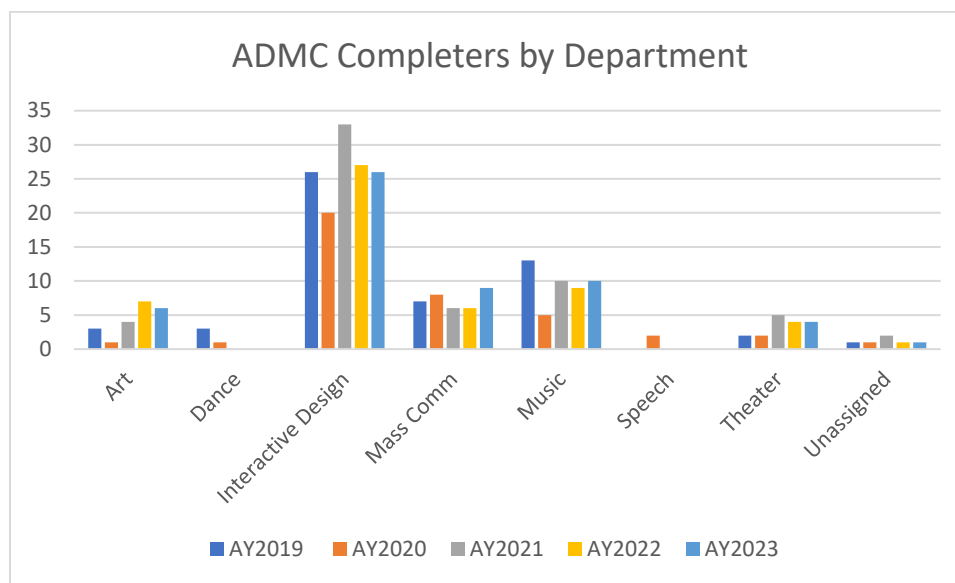
Declared Majors By Department

Dept	AY2019	AY2020	AY2021	AY2022	AY2023
Art	66	70	93	80	64
Dance	14	6	4	4	6
Interactive Design	165	185	170	165	175
Mass Comm	71	71	49	57	58
Music	60	67	71	59	56
Speech	22	22	26	33	27
Theater	18	31	35	27	28
Unassigned	15	9	17	12	18



Completers By Department

Dept	AY2019	AY2020	AY2021	AY2022	AY2023
Art	3	1	4	7	6
Dance	3	1	0	0	0
Interactive Design	26	20	33	27	26
Mass Comm	7	8	6	6	9
Music	13	5	10	9	10
Speech	0	2	0	0	0
Theater	2	2	5	4	4
Unassigned	1	1	2	1	1



Summary of Statistical Data

The ADMC Division is actively targeting low-enrollment areas through communications (email, postal, and social media). We work with Admissions to send out information regarding scholarship availability and scholarship events. We are also focusing on improving “completion” rates. We work with Advising and Registrar to promote degree completion and to follow-up on reverse transfer of credit. We could always use the expertise and reach of BCC Marketing and the Foundation to help us advertise to potential students and to find new donors.

ART

Full-Time Faculty Members

Trisha Coates (Chair), Rachel Foster and Kevin Kelly (Full-Time Faculty)

Art Department Mission Statement

The Art Department will facilitate learning within programs and services that address the needs of student and stakeholders in the region including:

- Preparing students for **transfer** to colleges and universities
- Preparing students for **careers** as artists and art educators
- Providing **visual/cultural enrichment** to students and stakeholders through art exhibits in the E. B. White Gallery
- Developing Learning PACT skills
- Providing **access** to student learning through multiple locations and delivery systems
- Providing instructional leadership for the college

The Art Department is a performance-based system that evaluates programs and services by documenting and evaluating student skills and knowledge and stakeholder satisfaction.

Department Overview

The Butler Art Department is one of the **top-tier, two-year art programs** in the region. Students who go through our art program earn sizeable transfer scholarships, win prestigious awards and honors, and complete seamless transfer to four-year institutions and the regional workforce. Alumni include artists working on the east and west coasts, throughout the mid-west, and on the international stage. We have produced

accomplished photographers and filmmakers, graphic designers, museum and gallery specialists, studio artists, educators at every level of education.

Spring 2023

- The art department continues to seek **collaboration** within our division. Trisha Coates' 3D Design class collaborated with the theatre and dance departments to showcase their final Wearable Art project at the Spring Dance Showcase. All faculty involved want to continue this collaboration each semester. (video link in addendum)
- Butler Art Students exhibited their artwork at the annual Juried Art Exhibition in April and May 2023. This years' juror was Emporia State University's painting instructor Derek Wilkinson. Students were able to visit with Wilkinson about their work and transfer opportunities.
- Trisha Coates and Tyler Stonestreet curated a full day of **visiting galleries and museums** for the Butler activities scholarship art students. They visited the Spencer Art Museum and Lawrence Art Center in Lawrence, the Nelson Atkins Museum in Kansas City and attended a reception and artist lecture by ceramic artist Sharif Bey at the Belger Center for the Arts.

Fall 2023

- The Butler Art Department welcomed a **new full-time faculty** member, **Kevin Kelly**, of Wichita, Kansas. Kevin joins us from over 20 years teaching art at Wichita West High School. In addition to several decades of educational experience, he is a prolific studio artist. His artwork is held in many private collections across the United States and has been recognized through the Golden Artist Residency, the Mother's Milk Artist Residency, the Harvester Arts Community Fellowship program, and the Oklahoma Visual Arts Commission. Kelly has been featured in group and solo exhibits in Kansas, Oklahoma, Arkansas, and New York for the last 15 years. His work has been featured in several publications, including New American Paintings, Studio Visit magazine, and the book Wichita Artists in Their Studios.
- The Butler art scholarship students walked in the **City of Gold Parade**, representing the Butler Art Department.
- Former Butler art student, Kierstin Barton won 2nd place at the Wichita State University 4th annual Art Exhibition for a ceramic work created while at Butler.
- The Butler Ceramics Department again hosted a Build-A-Bowl event where students and community members could spend the evening making a bowl to donate to the Empty Bowls Wichita event, an **annual fundraiser** that helps fight hunger in the region. Butler students Onnika Vanover, Eli Uffman, Lexi Gruenwald and instructors Trisha Coates and Tyler Stonestreet represented Butler Ceramics while **volunteering** at the annual Empty Bowls Wichita Event.
- Art faculty hosted a Bowl Glazing event for Institutional Development Day. Faculty were able to learn about pottery, glaze a bowl, and how to get involved in Empty Bowls Wichita.
- Art faculty Trisha Coates and Rachel Foster attended the Topeka Public Schools Fine Arts Fair to **recruit** for the Butler art department. They visited with several hundred high school students interested in pursuing art at the college level.
- Art faculty Kevin Kelly brought Butler art students to four different area high schools to **promote** the Butler art department and our annual open houses.
- The Butler Art Department took an informational trip to Fort Hays State University to visit with FHSU art faculty and learn about **transfer opportunities**.

- Instructors Kevin Kelly, Rachel Foster, and Trisha Coates brought 14 art students to the annual Portfolio Review Day at the Kansas City Art Institute. Students were able to share their art portfolios with transfer institutions from all over the country and learn about opportunities to further their education after Butler.
- The Butler Ceramics Department was able to purchase a portable raku kiln, enabling ceramics faculty and students to participate in **community outreach** through on-site firings both on and off campus. Money spent was from an accrued balance in the art student fee account.

Art Department Initiatives

- Faculty continue to pursue professional exhibition opportunities for themselves and their students
- 2+2 agreements are being pursued with Wichita State University, McPherson College and Newman University to ensure seamless transfer for art students graduating from Butler CC
- Collaborate with other Butler departments and divisions to explore various ways the arts can integrate with other disciplines
- New online Art History courses were developed at the request of our transfer institutions to give our students a more enriched art history background.
- Art in the Elementary Classroom will be a new course starting Fall 2024 for students pursuing an Early Childhood Education degree
- Broadening partnerships with Butler's own digital design programs and initiatives; enhancing studio art classes with digital design technology
- Increase Internship opportunities; students have completed internships through MarkArts, Wichita KS, and the Coutts Museum, El Dorado KS

Gallery

The Erman B White Gallery is located in the 700 building on the El Dorado campus. The gallery is **open to the public** M-F, 10 am – 4 pm. The Gallery is staffed by art scholarship students. Each show is accompanied by an **artist reception/gallery talk** on the third Thursday of each month, 6-8 pm. Light refreshments are served. The gallery hosts three exhibitions each semester. In Fall 2023 the exhibitions included work by:

- Graphic Design artists from the region in a group Graphic Design Exhibition
- A solo show of painter and ceramic artist Diane Unrein, who is based in Hays, KS
- A solo show of new work by Wichita photographer Dale Strattman
- The 2024 season is underway with the following exhibits:
Beautiful Dichotomy: Works by Jennifer and Brandon Larsen
January 18th – February 28th, Reception February 15th from 6-8
- Works by Kevin Kelly, Kristin Phipps and Tim Stone
March 4th – April 5th, Reception: March 21st from 6-8
- The semester will end with the **annual Student Juried Exhibition** and reception. April 15 - May 2, Reception: Thursday, April 18th from 6-8.
- **Student Art Sale** - Tuesday May 7th from 10-4

Twenty art students exhibited at the **Coutts Museum** of art for their spring showcase in April 2023. We continue to have a strong relationship with this organization, and hope to continue to strengthen ties between the Coutts Museum and the Butler art department. This year, Butler art department activities scholars will have an opportunity to show their work at the Coutts Museum at their own, individual exhibition during the month of April as well.

Faculty

Trisha Coates participated in an 8-week professional development workshop series, Artist Inc. focused on strengthening her artistic practice and growing her business skills. She completed a solo show at Emporia State University, titled *Ephemerabilia*. In addition to the exhibition, she gave an artist lecture as part of ESU's Art Forum Visiting Artist Series. She also hosted a ceramics workshop at ESU for students and faculty. Her large-scale work, *Tidepools*, will be installed in February 2024 at the April Sampson Cancer Center in Lincoln, NE. She also served on the search committee for the *Wichita National Ceramics Invitational*, an exhibition held at Reuben Saunders Gallery in October 2023. The show included over 30 artists from around the country who represent current trends in the ceramic arts. **Rachel Foster** exhibited her work at a solo show at the Ellsworth Arts Council Gallery in Ellsworth, KS. *Dissolution* was on display during the month of October. She has been busy in the studio preparing for three large-scale solo shows in 2024 at the Wichita Art Museum, Reuben Saunders Gallery and Shafer Art Gallery on the campus of Barton County Community College. The art department welcomed **Kevin Kelly**, our newest full-time faculty who will teach drawing, painting and design. Kevin brings 22 years of arts education experience and a robust studio practice. Since joining Butler in Fall 2023, he exhibited in several shows at Reuben Saunders Gallery in Wichita - a two-person show, *MISH-MASH*, a group show titled *Small Works*, and *Pieced Together*, a group show of fabric artists. His other shows in fall 2023 include a solo exhibition at The Coutts Museum, titled *In One Ether and Out the Other*, and a group show at The National titled *Art at the National*.

DANCE

Full-Time Faculty Member

Valerie Lippoldt-Mack, Department Chair

Taylor Staley (Adjunct) Dance

Department Mission Statement

The Dance Department will facilitate learning through the instructional programs and services (e.g., performance, workshops, and community service) that address the needs of students and stakeholders in the region including:

- Preparing students for **transfer to** colleges and universities
- Preparing students for **careers in** performance and/or teaching
- Providing incumbent **workforce** training in dance skills
- Providing instruction in personal interest areas
- Developing Learning PACT skills
- Providing **instructional leadership** for the college

The Dance Program is a performance-based system that evaluates programs and services by documenting and evaluating student skills and knowledge and stakeholder satisfaction. **Increasingly, dance is becoming more integral to the learning and success of students in both vocal music and theatre.**

Dance Department Overview

Faculty Professional Accomplishments

- Valerie Mack provides leadership for the Dance Department and teaches all tap and Choreography classes.

- The Department currently has one adjunct faculty member, Taylor Staley. She teaches at private dance studios, assist at WSU, Newton dance studios, Music Theatre of Wichita (MTW), MTYP, Jester coordination, and choreograph and adjudicate for high school musicals and dance teams around the state.

The Butler Dance Department serves approximately 120 Butler students. The majority of our dancers come from area high schools but we have attracted students from other states and overseas. Several of our current students have received **dance scholarships** with four-year schools and **dance job opportunities**.

In the spring of 2023, the Butler Choreography classes returned to Andover Central High School to create original choreography for the 105-singer/dancer Andover Central Vocal Music Department. The Butler students received **real world (and paid) job experience** as well as provide PR and a great **community service** for a Butler county high school. Former Butler Dance Department students are working with **professional dance companies**, Disney, Universal, Lego Land, 6 Flags, Worlds of Fun; theme parks, at off-Broadway shows, and at Carnegie Hall. They are also private dance studio owners, show choir directors, high school teachers, choreographers, news reporters, radio personalities, and educators. Butler dancers have been (or are currently) employed at Disney as Prince Charming, Cinderella, Mickey Mouse, Minnie Mouse, Tinkerbell, and Chip and Dale.

Local university dance instructors, private studio owners, and individuals at Music Theatre of Wichita have commented on the **impressive talents** coming from the Butler Dance Department. Our dance faculty will again be adjudicating and choreographing all year long.

The ADMC holds a very special **performance collaboration** at the end of every semester. The Dance Showcase features not only the talented students enrolled in dance classes, but the art department, too. Students enrolled in 3-D Design create wearable costumes which are modeled on stage between dance numbers. Students in the Theatre program apply stage make-up and hairstyles for the student-models.

The dancers will be **helping area schools, YMCA's, local dance studios** and the CYT program using their choreography and teaching skills.

Music Theatre of Wichita invited students to audition for their summer program as the director was so impressed with the skill levels from the Butler Vocal and Dance Departments.

ID3D (Interactive, Digital & 3D Technology)

The ADMC has pulled the ID3D department under our umbrella. Students will now have greater opportunities to marry art, communication, music, etc., with technology.

<https://www.butlercc.edu/info/201155/interactive-digital-and-3d-technology>

- Learn the latest technology from industry pros at Butler
- Develop and Design Games and Interactive Simulations
- Learn Graphic Creation

- Understand Digital Production
- Grasp 2D & 3D Animation
- Build Portfolio Pieces
- Develop Job-Ready Skills
- Work in Studios Equipped with the Latest Video and Graphic Design Tools
- Earn a nine-month certificate or two-year degree and become job-ready.

Get Certified!

- Adobe Suite
- Autodesk Certified User
- Unity Certified Developer
- Photoshop
- InDesign
- Illustrator
- Audition
- Lightroom

Departmental Achievements

- 2 students successfully passed their **Certiport Certifications for Adobe Certified Professional**
- 3 students have gained **employment** in their studied field in Wichita in the past 3 weeks
- Layout in lab 5262 was changed to better focus on student needs and make lecturing easier
- Room 5263 is almost complete and ready for student use. It will be called the **Grizzly Design Studio** and will have students printing/creating promotional items for the department as well as showcase their personal work

MASS COMMUNICATION

Full-Time Faculty Members

Dr. Keith West, Department Chair and Amy Hornbaker. Amy Hornbaker is new to BCC as of August 2023. She has an impressive record of service in the communications industry and brings positive energy and a growth mindset to the division.

Mass Communication Department Mission Statement

The ADMC Division will facilitate learning within the Mass Communication Department. The department will also facilitate learning within the following services and activities: *The Lantern* newspaper, *The Grizzly* magazine, KBTL Radio, Sports Media, and Butler TV / BCTV+. The Mass Communication Department services and activities will address the needs of students and stakeholders in the region including:

- Preparing students to **transfer** to colleges and universities
- Preparing students for **careers** related to mass communications
- Providing **communication and technical skills** related to mass communications
- Providing instruction in personal interest areas
- Developing Learning PACT skills
- Providing **instructional leadership** for the college
- Providing news information to the college and community
- Preparing students to be critical consumers of mass media
- *The Lantern* and *Grizzly Magazine* are using InDesign publishing software. Many professional publications use this. Reporting 1 students try to publish their stories, and have accomplished this with some work in *The Lantern* and *The Butler County Times-Gazette*.

The Mass Communication Department is a performance-based system that evaluates its programs and services by documenting and evaluating student skills and knowledge and stakeholders' satisfaction. We continue to build on the success of the program over the decades. Students are often involved in Mass Communication activities seven days a week.

Full-Time Faculty: Dr. Keith West, Department Chair, **KBTL and BCTV** student production advisor, Amy Hornbaker, **Grizzly Magazine** advisor and full-time instructor, and Amy Chastain, full-time English professor, **Lantern** newspaper advisor

IS Employees that Collaborate with MC: Matt Jacobs **BCTV/BCTV+** Station Manager and **Sports Media** advisor, and Tyler Nordman, Director of Creative Content for **BCTV+**.

Adjunct Faculty: Jeffrey Welch, High School teacher at Wichita South, Ian Bailey, Full- Time video professional

Publication/Distribution:

The Lantern Newspaper publishes two print editions each semester, in addition to ongoing digital content available on the Web and social media channels.

The Grizzly Magazine produced one edition in Fall 2022 and plans to publish two print editions in the Spring 2023. This is in addition to digital content, social media and a planned audio podcast featuring original content and print edition stories.

KBTL radio broadcasts 24/7 music and information content year-round with a mix of classic rock/jazz, student music features, talk shows, syndicated shows, sports and podcasts. Programming is also streamed via Web and podcast subscriptions.

BCTV distributes student-produced content via Cox Cable 20 to the surrounding communities and via our YouTube channel (Butler Student Media). Primary student-produced programs include a bi-weekly magazine show Campus Edge and a skit comedy show McGrizzles! each semester. Students also produce short films, educational and promotional videos, and sports.

The **Sports Media** students produce play-by-play and color for radio for all football, women's basketball and men's basketball games, including Region 6 tournaments and national bowl/finals games. With spring, students will bring baseball, softball, and soccer coverage to KBTL radio.

Students supply news and feature articles, along with photographs and video, to both the Lantern newspaper (print and online) and the Grizzly magazine (print and online). All student media is supported by fees and provided free to the general public.

Matt Jacobs continues to involve Butler students in BCTV professional productions, as well as stadium coverage of **Wichita Windsurge** baseball games.

Dr. Keith West has coordinated radio remotes and special broadcasts throughout the year. KBTL was the first college radio station in Kansas to participate in **World College Radio Day**, sponsored by the College Radio Foundation. Over 600

stations across the world broadcast for 24 hours, sharing programming and personnel 2022 marked the 11- consecutive year. KBTL also participated in 2022 **Vinyl-thon**, where only records are broadcast. Approximately 250 stations in the country are involved, also sponsored by the College Radio Foundation. Over 150 hot dogs and station-branded swag were distributed on the El Dorado campus last October during **Halloweenie Roast**, and the station provided music and impromptu karaoke at the **Final Late-Night Breakfast** in December. Under the supervision of Dr. West, broadcast news students will be producing interviews with local personalities for the Theatre Program's production of *Working*. Emporia State University initiated a 2+2 agreement with Butler, accepting the AAS Radio-Television degree completely within their strategic communication major. Due to modifications in the ESU academic program, this agreement is still in process. To support the "**Year of Podcasts**" at Butler, Dr. West delivered a series of training workshops on podcasting creation and performance for In-Service, IDD, and 2nd Saturday faculty training.

Amy Hornbaker is the sponsor for the **Grizzly Magazine** practicum course, and under her direction, the **ADMC division viewbook** was produced. She brought several guest speakers into her classrooms to share meaningful, industry experience with her students, including the following:

Media Buying and Selling - Community guest speakers from across media outlets and sales disciplines including:

- Brian Prahm, Vice President of Operations, **Solid Rock Companies**
- Amy Palser, Vice President, **Splurge Magazine**
- Jeff McCausland, Director of Sales, **KWCH**
- Kristin Woodward, Sales Representative, **KSN**
- Jess Smith, Inside Sales Director, **McClatchy**/Vice President of Advertising and Revenue at **The Wichita Eagle**
- Brandon Shuey, co-founder of **Fliphound**
- Carol Hughes, award-winning radio personality, playwright and podcast host of **The Grave Talks** and **Real Ghost Stories Online**.

Photojournalism guest speakers:

- Trace Salzbrenner, reporter and photographer with the **Wichita Beacon**

All faculty are involved in **recruiting** efforts, including Grizzly Senior Days at El Dorado and Andover, Fine Arts Day at El Dorado, **individual tours and interviews** at the El Dorado campus, emails, mailings, posters and travel to various schools and state conferences. The faculty work closely with Advising and Marketing, responding to student requests. In Fall, Dr. West met with a representative of the KU School of Journalism and Mass Communication to discuss **transfer issues and new degrees** at KU for Butler graduates.

Jeffrey Welch is very active in high school journalism and digital media. He is one of the founders of the **Wichita Area Journalism Educators** for middle school and high school teachers, as well as the state high school journalism organization. He is an honored educator, and has been a Butler adjunct instructor for over 15 years.

Dr. Keith West, radio-television advisor, is quite active with the **Kansas Association of Broadcasters**. He recently, along with the radio advisor from KSU, redesigned the KAB's student production competition for 2023. In 2022, he served as a judge for KAB high school entries, and a judge of professional entries through the Wisconsin Association of Broadcasters. As Butler doesn't have a

broadcast engineer, he serves in this role and attended a 4-state Broadcast Engineering workshop sponsored by KAB and the Alabama Society of Engineers. He is a long-time judge of photography and speaking/performance events for **Kansas 4-H**, including three county fairs (4H and open class photography), the Kansas Wheat Expo's photography competition, and speaking events in three counties. He attended the **National Association of Broadcasters conference**, re-establishing professional contacts and obtaining **syndicated content for the radio and television stations**. Dr. West serves on the **advisory board** for Wichita Independent School District's digital media and journalism pathways. He also serves on the advisory board for Remington High School's Digital Media/Journalism and Education pathways. He is in demand to provide training, workshops and critiques for high school programs in South Central Kansas. Dr. West finished a multi-year commitment to **Envision, Inc.** (Wichita-based international organization dedicated to serving the blind and vision impaired) by teaching podcasting and audio performance for their Summer High School Start-Up program at WSU. Over a dozen students participated in the week-long audio portion, producing an original audio podcast/entertainment project at the end.

Community Service: As a department, the faculty provide professional advice in their special fields to various community organizations, such as **churches, local businesses and non-profit groups**. In addition to the organization participation listed above, we are developing podcasts for KBTL and BCTV with BOE/BOA academic departments, the Kansas Cooperative Extension Service (Butler County Horticulture and 4H), Shelter Insurance and financial investment groups. The Butler County Crisis Center uses our students to shape and coordinate their social media channels. All Mass Communication AAS majors are required to complete an **internship**; students are employed at a variety of newspapers, magazines, radio stations, television stations and production units throughout the Wichita and greater Kansas area. We have students producing church services in El Dorado for live and delayed streaming.

Facilities: The Mass Communication program is currently housed in approximately 1/3 of the 100 building on the El Dorado campus. Facilities include two general classrooms, production areas for the newspaper and magazine, a newspaper/magazine morgue (previous editions), audio studios for the radio operation (control room, newsroom, recording studio, field equipment storage and utility/streaming room), and offices for Dr. West and Ms. Chastain. We share a media editing classroom, television soundstage, video control room, storage and Mr. Jacob's office IT. Funded by IT and the academic department, we **have purchased replacement still cameras, a field video camera, new radio control equipment, two new studio video cameras, a NewTek video switcher and lighting for two performance spaces** in the television soundstage. **Podcasting studios** planned for the BOE library and BOA student center will be available to all student/faculty/staff, along with portable podcasting equipment within the Mass Communications program

Summary: The Mass Communications program at Butler is considered one of the **strongest traditional media educational programs** in this part of the United States. Our students receive recognition in contests at the state, national and international levels. Professionals praise the amount of experience the program provides students; one 4-year professor commented our students receive more experience in two years than his students receive in four years. Despite a Bachelor degree considered as the minimum requirement for employment in Mass

Communications, our graduates earn positions throughout Kansas with their journalism, electronic media and sports media skills. Universities outside of Kansas are eager to accept our course credits, allowing students the option of immediate employment or the pursuit of higher degrees. Universities within Kansas are reluctant to transfer any Mass Communication coursework from any 2-year or 4-year institution, despite accreditation or reputation.

MUSIC

Full-Time Faculty Members

Valerie Lippoldt Mack (Chair, Vocal), Brett Martinez (Chair, Instrumental), Matt Udland (lead, Vocal), Chad Ingram and Amanda Pfenninger (Piano department), and Cally Bitterlin (New full-time Instrumental faculty)

Music Department Mission Statement

The Vocal and Instrumental Departments will facilitate learning for those interested in the activity and **careers in music**. The Music Department will also facilitate learning within the following services and activities: Concert Band, Pep Band, Jazz Ensemble, Show Band, String Ensemble, combos and small ensembles, Chamber Singers, Concert Choir, Butler A Cappella, Smorgaschords, Noteables, Headliners, lectures, master classes, workshops, and projects. These academic activities will address the needs of students and stakeholders in the region including:

- Preparing students for **transfer** to colleges and universities
- Preparing students for **careers** related to instrumental and/or vocal music
- Providing incumbent **workforce training** in music skills
- Providing instruction in personal interest areas
- Developing learning PACT skills
- Providing **access to student learning** through multiple locations and delivery systems
- Providing **instructional leadership** for the college
- Providing **cultural and fine arts enrichment** to students and stakeholders in the community and beyond through performances, the Butler Show Choir Festival, the Music Theatre Choral Festival, and the Regional Solo and Ensemble Festival, among other events

The Music Department is a performance-based system that evaluates its programs and services by documenting and evaluating student skills and knowledge and stakeholders' satisfaction. The Division has moved to an **online scholarship application process** which coordinates with the Butler website and division homepage.

Vocal Music Department Overview

The Butler Vocal Music ensembles participation and performance events:

- Concerts at community events
- Area high schools
- Butler athletic events
- State conventions and musical theatre events
- Nursing homes, church and community groups, and fundraisers
- Butler Foundation events
- NAfME, ACDA, the KS State Water Convention

- State, regional and national music conventions

For the past ten years, the Butler Vocal Music Department has been invited to participate in various activities with the **Wichita Symphony Orchestra** and has performed for huge audiences from all over the state of Kansas. Singing tours are organized each semester and students visit local schools, perform concerts, and help to promote Butler in the region.

- Butler Concert Choir under the direction of Matt Udland - sang for 5,000,000 audience members with the Wichita Symphony Orchestra for the annual Holiday Concert at Century II - Dec 12, 2023
- Butler A Cappella was officially accepted as a competitor in the 2023-2024 International Championship of Collegiate A Cappella (ICCA) competition. There were over 600 groups that submitted, and Butler was only one of two community colleges to be accepted.
- Oct 19-21 - 4 sold out home shows for Vocal Music = "Versus VS. Verses"
- Oct 23 - 40th annual Butler Show Choir Festival with special guest, Rion Towery. 350 high school and college students and HS teachers participating.
- Dec 15 (and several other days) - Mystery Tour and other high school tours (can list schools - Maize HS, Goddard, Heights, Circle, Maize South, Reed Cove Assisted Living Facility, Maize Tree Farm, caroling around the campus
- Chamber Singers invited to sing with other college choirs and community choruses with international renown composer and conductor, Tim Seelig.
- Chad Ingram was invited to guest conduct the All-city HS Choir Festival in 2024.
- Valerie Mack was invited to adjudicate for the Nebraska All state Show Choir Festival at the University of Nebraska Jan 2024.
- The Headliners are invited to sing for the Kansas State Music Educators Convention - retired music teachers banquet.
- 4 Headliner/dancers were asked to create a video for the Butler Foundation Auction. This was sent out to hundreds of invited guests. (Link available) Tyler Nordman and Matt videoed. Collaboration.
- Headliners have been invited for 10th year to sing for the Kansas State Water Convention at Century II
- The Vocal Music Department will host the Music Theatre Festival on campus bringing in hundreds of high school music students and connecting them with a number of Broadway professionals.
- In December 2023, the Dance Department, Art Department and Vocal Music Departments collaborated and presented a special concert and had a full house.
- May Concert with 4 home shows
- Matt Udland arranging music for the ensembles.
- Valerie and Chad have church choirs and community work.
- Matt Udland and all he does for the college - web master, and many other jobs for all of the departments on campus.
- Kathleen Deffley teaching for us and for Maize. Recruiting students to Butler.
- Teaching private lessons and teaching at Kansas Dance Academy - community service and recruiting.
- Quartets and all the Holiday performances - in OK (for a Butler employee), Augusta, Wichita, etc.
 - The Headliners will for the 3rd year, use their dance talents and choreograph the spring show for the Andover Central students.
 - The Music dinner for Butler teachers we hosted in September.

- Stevie Mack - choreographing for the Headliners, master classes and working with Tap classes for past 5 years. (Link of her teaching)
- Valerie is volunteering as a Jester judge 2023-2024.
- Our annual **Library Christmas performance** is a nice thing we do each December for staff and students in the El Dorado Library. This has become a great tradition for the students and the Butler staff and faculty.

Our choreographer for the Butler Headliners for the past 12 years, **Stevie Mack** celebrated her 2nd year as a **Radio City Rockette**. She performed in the **Macy's Parade** and on the **Live with Kelly and Ryan TV** show in December. Stevie messages and FaceTime's the Headliners to check in with their progress and to clean choreography.

Our faculty is heavily involved in the **community** outside of Butler teaching, but in overtime are teaching private lessons, teaching dance, working with middle school and high school choirs, adjudicating for area choral and dance programs, choreographing for ensembles and musicals, and involved in church and community music programs.

This year, we will be **collaborating with the Butler theatre and instrumental music** program to provide a musical theatre experience for our students and the community with the show, **Working**. Community members will be interviewed and their answers will turn into part of the script. This is a true community endeavor.

Thanks to the unwavering support of the fine arts by our **Board of Trustees** and the funds provided via **TFA process**, the ADMC was able to completely redesign the lighting grid, sound system (and the technology to manage both systems), and a projection mapping system in our theatre. We are able to project static, animated, and video imagery to enhance vocal and instrumental concerts. We have already saved money on the cost of some of the physical aspects of theatre stage set building because we can create spatial illusions with ease now. Our technology is the perfect blend between traditional light and sound techniques and the enhanced upgrades of LED lights with a much greater range of color blending (also a cost-saving upgrade). Students who attend BCC will have solid applicable knowledge regarding the technical aspects of theatre to serve our community theatre and educational venues. The ADMC student and faculty are so grateful for the enthusiastic support of the BOT.

Instrumental Music Department Overview

The Instrumental Music Department continues to pursue the long-standing goal of increasing the public's positive image of Butler Community College while refining the **quality and diversity** of our offerings in music education. Former Butler instrumental students are now highly respected for their leadership roles in four-year university music departments. These former students have become valued proponents of Butler's Instrumental Department.

Brett Martinez, Director of Bands. Instrumental Music Department Chair. Directs the Concert Band, Jazz Ensemble, Show Band, various chamber ensembles, and co-directs the Percussion Ensemble / Drumline with percussion instructor Andrew

Slater. Also supervises the Sideliners Pep Band as well as the Instrumental Music scholarship students. Professional Organizations: Brett is a past-president of the Kansas Bandmasters Association. Brett is currently **serving on the board** of the Kansas Music Educators Association as Collegiate National Association for Music Education Co-advisor active member. At the **national level**, Brett is serving on the C-NAfME Advisory Council as the Southwestern Division representative for the National Association for Music Education.

The Instrumental Music Department is continuing to pursue the long-standing goal of increasing the public's positive image of Butler Community College while refining the quality and diversity of our offerings in **music education**. Former Butler instrumental students are now highly respected in their leadership roles in the University music departments. These former students have become valued proponents of Butler and the Instrumental Department. We also have several Butler Alums who are **teaching across Kansas**.

The Instrumental Music Department's applied adjunct faculty consists of several highly respected professional musicians and educators. All have many years of experience teaching and performing in orchestras and bands ranging from the Wichita Symphony and Music Theatre of Wichita to playing in a variety of major concert events that have appeared in the area. Additionally, Rick Moose, our **Sideliners Pep Band** director, continues to do an excellent job of developing the Pep Band's repertoire and working to make them an integral part of Butler Football and Basketball events.

Cally Bitterlin, our newest full-time faculty, Instrumental Music and Director of Athletic Bands

Cally Bitterlin is the Director of Athletic Bands at Butler Community College in El Dorado, KS. She received her bachelor's degree in Music Education and her master's degree in Music from Kansas State University in 2008 and 2011 respectively. While continuing her education, Cally was a graduate assistant with the K-State bands. During her teaching career, she taught at all grade levels in three different states.

During Cally's time with K-State Bands, she was able to teach Concert Band, assist with marching and basketball band, coordinate Volleyball band, and teach and assist with Conducting at the undergraduate level as well as History of the Wind Band for the summer master's program. She also wrote marching drills for the 360-piece marching band.

Cally was Director of Bands at Thomas Jefferson High School in Council Bluffs, Iowa starting in 2016. She took the marching band and jazz band to several competitions a year in and out of state. She also assisted in fundraising to purchase new equipment trailers for the band. Before her time in Iowa, Cally taught for 6 years in Waco, Texas at University High School where she designed and implemented a group piano class, sponsored and taught the color guard, and taught bands that included concert, marching, mariachi, and jazz. Cally was also fortunate to have the wind ensemble collaborate with Baylor University Bands and the band program at McLennan Community College. At the beginning of her career, Cally taught elementary general music in Wamego, Kansas. This included teaching 15 classes daily with a focus on singing, music reading, movement, and Orff instruments.

Amanda Pfenninger, Piano

The piano department has been busy.

- Nearly sixty (60) students participated in December piano juries during finals week.
- Group Piano 2 classes will be performing duets and trios and continuing their technical skills this semester.
- The Group Piano 4 class is composing and performing their piano compositions in class. The students will also be collaborating later in the semester to learn accompanying techniques. They will both be performing on their main instrument and accompanying another student on the piano.
- Piano students had a busy December, performing piano pieces for church services, Christmas parties, the Butler library concert, and school run-outs.
- The piano lab in the 700 Building received some upgrades with the help of our Butler Technology team and Matthew Udland. We now have a Smart Board and a camera above the instructor's keyboard. Students can now see what the instructor is demonstrating on the keyboard.
- We are delighted to have teamed with master piano technician Gary Telleen at Craftsman Piano to revitalize and regulate the Kawai in Room 730. Students who receive lessons on the piano say that the instrument is much less bright, and they have more control over the sound that is coming out of the instrument,
- In **collaboration** with Pianos Unlimited, we replaced a Yamaha grand that could no longer hold tune without very expensive repairs. With the help of our **generous donors**, we purchased a beautiful Kawai RX-6. This piano is bigger and has a much richer tone than the previous Yamaha. We have found a better location for the Kawai to be stored that allows for regular weekly maintenance of the pianos. This location also allows our Butler students access to the piano for their own practicing. Students are very excited to play on this piano!
- **Donors** also helped purchase two upright pianos: one in a practice room and one in the adjunct piano studio. The pianos had needed replacing for quite some time, and Pianos Unlimited gave us the pianos at cost since we purchased the grand.
- Amanda Pfenninger was the (voluntary) chairperson for the Kansas Choral Directors Association's All-State Soprano-Alto Choir in July. One hundred forty (140) students auditioned and eighty (80) performed in the select choir under the direction of Dr Amy Voorhees from Susquehanna University in Topeka, KS at the Grace Episcopal Cathedral. Pfenninger will continue as the chairperson this summer when the honors choirs will be performing at KU in Lawrence.
- Amanda Pfenninger **collaborated** with our full-time and adjunct faculty on the first-ever (hopefully annual?) **faculty recital**. This performing opportunity gave our amazing adjuncts a chance to perform, and it was an incredible learning opportunity for our students to see professionals prepare and perform pieces at a high level.

Instrumental Music Performance and Activity Listings

1. Concert Band: The Butler Concert Band is the hub of our Instrumental Music Department. We prepare and **perform high-quality** literature from masterworks of the Concert Band and Wind Ensemble repertoire as well as more contemporary works. This ensemble performs major concerts in the fall and spring as well as a patriotic concert during the **El Dorado Celebration of Freedom**.

2. Sideliners Pep Band: This ensemble, consisting of nearly all students on Instrumental Music scholarship, is a highly visible component of the Butler Bands both on campus and within the greater community. By the end of basketball season the Sideliners will have performed at approximately twenty-five athletic or community events. Considering the number of fans at Butler athletic events, the Sideliners represent the Butler Instrumental Music department to tens of thousands of people each year.

3. Butler Jazz Ensemble and Show Band: The Butler Jazz Ensemble performs literature from the big band era to the present day in various jazz styles. The Butler Show Band performs more popular music, as well as combo literature. These groups perform at our home concerts as well as at other area events throughout the year. Highlights include the Jazz Ensemble being a featured group at the **Celebration of Freedom Concert**, and the Show Band performing for **Christmas favorites** at Revoltua, Wichita KS.

4. Chamber Ensembles: Our Brass Ensemble and Woodwind Ensemble perform a variety of small ensemble repertoire. In addition to performing at our home concerts, these groups are featured on our chamber recitals each semester. These recitals include our chamber ensembles as well as student soloists.

5. Drumline: The drumline is an integral part of the Sideliners Pep Band as well as providing halftime entertainment at home football games. The drumline performs at home football games, as well as several **parades** in Butler County. Additionally, they performed at two **high school football games** last fall. One in Douglass, the other in Rosalia.

6. The Butler students listed below were accepted to the **Kansas Intercollegiate Band**. This group will perform at the Kansas Music Educators Association Inservice Workshop February 22-24. The students were selected in a blind audition process via recorded audition excerpts. Butler CC is represented VERY well.

High School Recruitment and Ambassador Activities

Throughout the year Brett will make several high school visits. During these visits he works with the high school band in preparation for upcoming performances and talks with the students about performance and scholarship opportunities at Butler.

Brett is also representing Butler as a **clinician and adjudicator**. Brett has served as an adjudicator or clinician in Baldwin City, Douglass, South Barber HS, Erie, Wichita and Arkansas City. Last January Brett served as the director for the Wichita Public Schools All- City 11th and 12th Grade Band. Last summer he presented a session at the Kansas Bandmasters Association entitled Solo and Small Ensemble Festival: Preparation, Rules and Best Practices. He is also presenting a session at Kansas Music Educators Association in February entitled Collegiate NAFME Chapters: Unleashing the Potential.

Butler is also hosting several events, which will bring music students to our campus. **Regional Solo and Small Ensemble Festival:** Butler will be hosting this event, which will bring approximately 300 students to our campus.

The Butler Band room is the rehearsal home for **the El Dorado Municipal Band** during their summer season. We are also the inclement weather performance site. Brett Martinez serves as one of the directors for the El Dorado Municipal Band.

Scholarships

The only way our Instrumental Music Department can maintain current levels of performance, as well as continue to grow, is with continued Books and Tuition Scholarship support. Our students are extremely active within our department, across the college, and beyond. Books and Tuition Scholarships allow us to recruit both quality and quantity. The fact that we are able to offer these scholars to majors as well as non-majors means that we are recruiting not just for the Fine Arts Department, but for the entire college. We need to make sure our schedule has sufficient course offerings to allow non-music majors to continue to accept music scholarships.

SPEECH

Full-Time Faculty Member

Greg May (Chair), Kateri Grillot (Lead), Matthew Webster, and Samuel Maurer (new full-time faculty). We are saddened by the passing of former Chair of Speech, Alexis Hopkins earlier this year.

Overview

The Department of Speech Communication provides a **general education curriculum** that focuses on the in-depth study of human communication and public speaking that strengthens other majors and enhances the general education offerings of the College. The faculty prepares students for success in a broad range of settings by providing the necessary communication competence. Communication courses prepare students to be confident, credible, and articulate communicators. Course offerings include Public Speaking, Interpersonal Communication, Introduction to Human Communication, and Intercultural Communication.

Speech Department Overview

The Butler Department of Communication is the largest department in the Fine Arts and Communication Division. During the 2022-23 school year, the Speech Department taught 5865 credit hours in three separate modalities: face-to-face, online, and blended classes.

The Speech faculty judge various local speech competitions as well as state debate and forensics tournaments.

The Speech department is exploring the possibility of establishing a **Speech Club** and joining the local chapter of **Toastmasters**. The faculty are also reworking their Speech pathway to reflect the Bucket System implemented by KBOR. This has prompted the revision of Interpersonal Communication and the addition of a sign language class.

THEATRE (Performance and Technical)

Full-Time Faculty Members

Bob Peterson (Chair), Leslie Coates (Faculty and Box Office Manager), Caden Runnalls, full-time Performance Arts Director (staff position)

Theatre Department Mission Statement

Butler's Theatre Department will facilitate learning within the department instructional programs and services (performance, workshops, community service) that address the needs of students and stakeholders in the region including:

- Preparing students for **transfer** to colleges and universities
- Preparing students for **careers** in performance, technical theatre, teaching and/or related skills
- Providing incumbent **workforce training** in theatrical skills
- Providing instruction in personal interest areas
- Developing Learning PACT skills
- Providing **access to student learning** through multiple locations and delivery systems
- Providing **instructional leadership** for the college

Theatre Department Overview

Having participated as a pilot department in unit Performance Management in the college's commitment to AQIP/IPRA, the Theatre Department uses a performance-based system that evaluates programs and services by documenting and evaluating student skills and knowledge and stakeholder satisfaction.

- The department opened its 2023-2024 theatrical season with a production of ***The 39 Steps*** by Patrick Barlow. The show is a send-up of the 1935 classic Hitchcock thriller.
- The second show of the season was the presentation of ***Eurydice*** by Sarah Ruhl. The show is a retelling of the Orpheus myth.
- This February 20-Feb 28 the department, for its annual Children's Theatre Show, will produce ***Forever Frank***, the latest play, in a series of plays, written by theatre department chair, Bob Peterson. The show is being directed by Leslie Coates. Before coming to the production, elementary teachers will be sent classroom material that includes vocabulary words that will be used in the show's dialogue. Upon arriving at the performance, the teachers will receive a "Teacher's Guide" that includes critical questions to be discussed with their students after seeing the show. The questions will address themes illustrated in the production. When the students leave the theatre, they will be given an Activity Book, and a "Forever Frank" bookmark. **Over 1900 students** are projected to see the production over an eight-matinee run. The production serves as one of our most significant recruiting events.
- The department will close its theatrical season with the Pulitzer Prize winning ***Harvey***. The show will feature a guest appearance by Scott McPhail, former Butler student, 2000 **Distinguished Alumni** recipient, and twice the Butler commencement speaker. Currently, Scott is an executive at Paramount Pictures in Hollywood, CA.
- Butler Theatre alum have gone on to success as film producers, regional theatre directors, department heads, professional actors, professional theatre and film technicians, theatre teachers. The department provides **technical support** for all instrumental, vocal, and dance performances.
- Students designed and ran lights for Circle high school's production of The Addams Family
- Students performed in elk's lodge production of War of the worlds
- Theatre ran a booth, **recruited** and ran auditions at **Kansas Thespian Festival** for the first time in 10 year
- Tech Theatre help create set pieces for Wichita Unified School District 259

SUMMARY

As we meet the needs of our students and stakeholders, we must remember that the FAC Division is engaged in making **lifelong connections** with our students. Theatre productions,

art shows, musicals, dance recitals, broadcasts, and publications remain a continuing draw for our former students. These events and the instructors who produce them are key elements in **maintaining a strong relationship between the college, our alumni, and the community**. Our current and former Fine Arts and Communication students are ambassadors of our division and the college.

Every decision we make in the FAC is based on a single question: **How does this serve the needs of our students?** We fully support the **mission and vision** of the college. Our students have embraced the new Student Pledge. Faculty and staff work to be good stewards of taxpayers' and donors' dollars. We are collectively working to move our division's graduates into the regional workforce, and to plan for the **future**.

Addendum: Video and Photo Journal – Academic Year 2023-24

**Copy and paste all links into your web browser to enjoy the various activities and events throughout the Arts, Digital Media and Communication Division.*

***The links next to the two asterisks are copyrighted works that were purchased for the length of the production in the Butler CC Theatre. These links are intended for the use of the BCC BOT and are NOT to be published or posted in any form on social media.*

ADMC Highlight Video AY2023-24

<https://www.youtube.com/watch?v=jhlxijYOafc>

Art Promotion 2023

https://www.youtube.com/watch?v=tv3kq_xQVNw

Dance/ Art 2023 fall

<https://www.youtube.com/watch?v=kISNV0yg3cl>

Theatre Promotion 2023

<https://www.youtube.com/watch?v=AHiH13s3XwA>

Video produced by BCTV+ to commemorate the 40th anniversary of the Headliners at BCC!

<https://vcloud.blueframetech.com/broadcast/embed/827284?autoplay=0>

AMDC Dean, Valerie Haring is the reigning Dean's Cook-off Champion!

<https://vcloud.blueframetech.com/broadcast/embed/885191?autoplay=0>

****The 39 steps**

<https://www.youtube.com/watch?v=iqhGs7aztqA>

****Eurydice**

<https://www.youtube.com/watch?v=54Dlj2am70Q>

(Strike time-lapse)

<https://www.youtube.com/watch?v=fAICdRQ89M0>

Our Very Own Radio City Music Hall Rockette – Stevie Mack-Furlong



Stevie Mack-Furlong (pictured fourth from left) is the daughter of Valerie Lippoldt-Mack, Department Chair of Dance and Vocal Music at BCC.

Macy's Thanksgiving Day Parade 2023 Radio City Rockettes

<https://www.youtube.com/watch?v=fCCmLIH6F8U>

A VERY big Thank you to the ADMC Faculty for their unparalleled expertise and the countless hour of dedicated service to our students and our institution:

Kay Alston, Ian Bailey, Roberto Bernardinello, Cally Bitterlin, Connie Bonfy, Amy Chastain, Leslie Coates, Trisha Coates, Daniel Colwell, John Cox, Paige Cress, Charles Davis, Samantha Davis, Kathleen Deffley, Tanya Dockers, Nicole Dyson-Smith, Nelson Escalante, Kerry Fahnestock, Wilfried Fathi, Daniel Flores, Brian Foster, Jessica Frias, Ronald Garber, Kateri Grillot, James Gross, Brady Haag, Rima Haidar-Duncan, Davis Harmon, Susan Harmon, Kathleen Haun, Amy Hornbaker, Chad Ingram, Matthew Jacobs, Theresa Johnson, Kevin Kelly, Julie Kobbe, Jennifer Koci, Matthew Koehn, Valerie Mack, Brett Martinez, Samuel Maurer, Greg May, Kacy Meinecke, Nicole Penley, Bob Peterson, Amanda Pfenninger, Phil Robl, Rena Rodriguez, Darryl Runyan, Sarah Runyan, Kristin Shaffer, Roberta Sheahan, Stephanie Sheldon, Casi Short, Holly Silvia, Jon Simpson, Dennis Smithhisler, Taylor Staley, Tyler Stonestreet, Connie Stout, Heidi Surber, Kim Trujillo, Matt Udland, Rebecca Walenz, Matt Webster, Keith West, Tiffany Wetzel, and Adelia Wise.

Examples of the ADMC monthly newsletter, available by mail or email. Sign up now!

ADMC NEWSLETTER *September 2023*

Instrumental	Art
 <p>HOME FOOTBALL SEPT/2, 16 & 30/2023 BG Stadium PARADES Augusta Homecoming SEPT/29 Greater Andover Days SEPT/30 <i>Home 1 line performing during Quincy Gold parade</i></p>	 <p>ART RECEPTION SEPT/21/2023 EB White Gallery 7:30 pm <i>Rachel Foster's 9-12 design class exposing live quality</i></p>
Theatre	Vocal
<p>THE 39 STEPS SEPT/28/2023 College Theatre 7:30 pm <i>Actors auditioning for THE 39 Steps</i></p> 	<p>FALL CONCERT OCT/19/2023 College Theatre 7:30 pm <i>Headlins watching vocalists performances</i></p> 
Get The Next One	Get Tickets
 <p>Scan the QR Code to sign up for this newsletter or send it to a friend!</p>	

ARTS, DIGITAL MEDIA, AND COMMUNICATIONS
BUTLER COMMUNITY COLLEGE

ADMC NEWSLETTER *October 2023*

Instrumental	Art
 <p>HOME FOOTBALL OCT/7&21/2023 BG Stadium FALL CONCERT OCT/13-14/2023 College Theatre 7:30 pm <i>Jazz Ensemble performing at AKCOP Conference</i></p>	 <p>ART RECEPTION OCT/19/2023 EB White Gallery 7:30 pm <i>Butler art students visiting the Kansas City Art Institute</i></p>
Theatre	Vocal
<p>Eurydice DEC/7-9/2023 College Theatre 7:30 pm <i>Theatre Technicians building Special Effects</i></p> 	<p>FALL CONCERT OCT/19-21/2023 College Theatre 7:30 pm <i>Vocal Students learning new music</i></p> 
Get The Next One	Get Tickets
 <p>Scan the QR Code to sign up for this newsletter or send it to a friend!</p>	

ARTS, DIGITAL MEDIA, AND COMMUNICATIONS
BUTLER COMMUNITY COLLEGE

ADMC NEWSLETTER *November 2023*

Instrumental	Art
 <p>HOME FOOTBALL NOV/11/2023 BG Stadium HOME BASKETBALL NOV/2, 7, 10, 15 & 18/2023 PowerPlant CELEBRATION OF FREEDOM NOV/12/2023 Welcome Center 7:30 PM <i>Vocal and Instrumental students practicing old songs</i></p>	 <p>ART RECEPTION NOV/16/2023 EB White Gallery 6:00 pm-8:00 pm <i>Students visiting with artist Diane Union at her opening in the White Gallery</i></p>
FINE ARTS SCHOLARSHIP DAY	
<p>Audition and Interview for a Fine Arts Scholarship Offering scholarships in Theatre, Vocal, Instrumental, Art, Mass Communications, AND MORE! Scholarships pay for students books and tuition</p>  <p>SCAN ME</p>	<p>SCHOLARSHIP DAY NOV/10/2023</p> 
Newsletter	Tickets
 <p>Scan the QR Code to sign up for this newsletter or send it to a friend!</p>	 <p>Scan the QR Code to browse our Box Office website and reserve tickets in advance!</p>

ARTS, DIGITAL MEDIA, AND COMMUNICATIONS
BUTLER COMMUNITY COLLEGE

BUTLER COMMUNITY COLLEGE
ADMC NEWSLETTER *December 2023*

Instrumental	Art
 <p>HOME BASKETBALL DEC/2 & 9/2023 PowerPlant BRASS & PERCUSSION RECITAL DEC/4/2023 WOODWIND & STRINGS RECITAL DEC/5/2023 Clifford/Stone Room 7:30 PM <i>Mapland performing at Butler's Christmas musical game</i></p>	 <p>GALLERY ART SHOW DEC/1-15/2023 EB White Gallery <i>Art student makes dropcap studies in drawing 1 class</i></p>
Theatre	Dance
<p>Eurydice DEC/7-9/2023 College Theatre 7:30 pm <i>Theatre techs & students constructing Eurydice set</i></p> 	<p>DANCE SHOWCASE DEC/14/2023 College Theatre 7:30 pm <i>Vocal students doing ice Breakers outside</i></p> 
Newsletter	Tickets
 <p>Scan the QR Code to sign up for this newsletter or send it to a friend!</p>	 <p>Scan the QR Code to browse our Box Office website and reserve tickets in advance!</p>

ARTS, DIGITAL MEDIA, AND COMMUNICATIONS
BUTLER COMMUNITY COLLEGE

TOPIC for DISCUSSION
Core Community

REPORT:

Core Community, a non-profit focused on engaging communities to lift families out of poverty, will have a representative at the meeting to discuss their mission. They will share what has been accomplished in Augusta and will make a request of the Board for Butler scholarships for the families seeking higher education, financial support for their efforts in Augusta, and funding support to help Core Community expand into other parts of the County.

RECOMMENDED ACTION:

This information is for discussion purposes only at this time.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull, President
Supervisor: Linda Jolly, Board Chair
Date: February 13, 2024

TOPIC for DISCUSSION
Higher Learning Commission Interim Monitoring Report

REPORT:

The Higher Learning Commission Institutional Actions Council (IAC) took formal action on the site team report on July 18, 2023. The IAC reaffirmed a 10-year accreditation for Butler and will allow Butler to continue to use the current “Open Pathway” process for accreditation purposes for the next ten years. Additionally, the report identified Butler met all Core Components except Core Component 2.C related to Governance. This Core Component was “Met with Concerns” and requires an interim monitoring report be submitted to HLC to address the concerns and show progress in meeting this Core Component. The report is required to be submitted by March 31, 2024.

To comprehensively address the concerns noted, the interim monitoring report narrative will need to address the Board’s clear understanding of Core Component 2C and the subcomponents which include:

2.C: The governing board of the institution is autonomous to make decisions in the best interest of the institution in compliance with board policies and to ensure the institution’s integrity.

1: The governing board is trained and knowledgeable so that it makes informed decisions with respect to the institution’s financial and academic policies and practices; the board meets its legal and fiduciary responsibilities.

2: The governing board’s deliberations reflect priorities to preserve and enhance the institution.

3: The governing board reviews the reasonable and relevant interests of the institution’s internal and external constituencies during its decision-making deliberations.

4: The governing board preserves its independence from undue influence on the part of donors, elected officials, ownership interests or other external parties.

5: The governing board delegates day-to-day management of the institution to the institution’s administration and expects the institution’s faculty to oversee academic matters.

Trustees Jolly, Sherrer, and Smith agreed at the January meeting to work on the draft interim monitoring report. The draft report will be presented at this meeting for review prior to the February work session. The draft report will be discussed in more detail at the work session. Dr. Phil Speary will assist the Board in discussion and review of the draft report to meet the HLC expectations based on the site team report and assist in submitting it by the required deadline of March 31st. It is expected the final report will be approved at the March regular Board meeting.

RECOMMENDED ACTION:

This information is for discussion purposed only at this time.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull, President

Supervisor: Linda Jolly, Board Chair

Date: February 13, 2024

TOPIC for DISCUSSION
FY2025 Tuition and Fee Rate Recommendation

REPORT:

The senior administrative team considered three key interests for the preliminary FY2025 tuition and fee rate recommendation:

- Affordability for all students
- Discount for Butler County students
- Revenues to support college operations

The rate recommendation is not expected to increase or decrease revenue for FY2025 over FY2024.

Additional information is included in the attachments.

RECOMMENDED ACTION:

None at this time.

At the March board meeting the trustees will be asked to approve the FY2025 per-credit hour tuition and fee rates and the Technology Charge rates. The administrative recommendation for discussion at this time follows:

- In-county tuition and fee rate: \$100.00 (no change from FY2024)
- Out-county tuition and fee rate: \$130.00 (no change from FY2024)
- Out-state tuition and fee rate: \$190.00 (no change from FY2024)
- International tuition and fee rate: \$190.00 (no change from FY2024)

Technology Access Charge	
Credit Hours Enrolled for the Term	Charge per Term FY2025 Recommended
3 credit hours or less	\$62
3.5 to 6 credit hours	\$114
6.5 to 11.5 credit hours	\$194
12 credit hours or more	\$278

RECOMMENDED FUNDING SOURCE: N/A

SUBMITTED BY: Kent Williams, Vice President of Finance
SUPERVISOR: Dr. Kim Krull, President
DATE: February 1, 2024

Table 1: Per-Credit-Hour Tuition and Fee Rates			
	FY2024 Actual	FY2025 Recommended	Increase
Total Tuition and Fee Rates			
In-District Tuition	<u>\$100.00</u>	<u>\$100.00</u>	<u>\$0.00</u>
In-State Tuition	<u>\$130.00</u>	<u>\$130.00</u>	<u>\$0.00</u>
Out-State Tuition	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$0.00</u>
International Tuition	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$0.00</u>

Breakdown of Tuition and Fee Rates			
Tuition Rates			
In-District Tuition	<u>\$73.00</u>	<u>\$73.00</u>	<u>\$0.00</u>
In-State Tuition	<u>\$103.00</u>	<u>\$103.00</u>	<u>\$0.00</u>
Out-State Tuition	<u>\$163.00</u>	<u>\$163.00</u>	<u>\$0.00</u>
International Tuition	<u>\$163.00</u>	<u>\$163.00</u>	<u>\$0.00</u>
Credit-Hour Fee Rates			
Activity Fee	\$25.15	\$25.15	\$0.00
Student Union Fee	<u>\$1.85</u>	<u>\$1.85</u>	<u>\$0.00</u>
Total Credit-Hour Fee Rates	<u>\$27.00</u>	<u>\$27.00</u>	<u>\$0.00</u>

Table 2: Recommended Technology Charge			
Credit Hours Enrolled for the Term	Charge per Term FY2024	Charge per Term FY2025	Increase
3 credit hours or less	\$62	\$62	\$0
3.5 to 6 credit hours	\$114	\$114	\$0
6.5 to 11.5 credit hours	\$194	\$194	\$0
12 credit hours or more	\$278	\$278	\$0

Butler County Community College
Recommended Tuition and Fee Rates for FY 2025
Description of Fees

Per-credit-hour fees are charged to in-state, out-state and international students. Students receiving tuition scholarships and/or tuition waivers are required to pay fees.

Payment of the Activity Fee entitles students to attend College activities such as athletic events and theatrical productions on a first-come first-served basis. The proceeds of the Activity Fee are used to provide scholarships.

The proceeds of the Student Union Fee are used to support the payment of long-term debt and operational costs of the Student Union.

The proceeds of the Technology Charge are used to offset the costs of providing computer equipment, networking, support, and technologically advanced equipment for instructional purposes, student services and student access.

The proceeds of the Registration Fee support Student Health Services, Public Safety operations, enrollment processing and commencement activities.

The proceeds of various course fees are used to provide supplies and equipment necessary for the delivery of specific courses.

Butler County Community College - Tuition and Fee Rate History

Attachment C

	In-County			In-State			Out-State			International		
	Rate	Incr	%	Rate	Incr	%	Rate	Incr	%	Rate	Incr	%
YE97	\$41.00	\$4.50	12.30%	\$41.00	\$4.50	12.30%	\$78.50	(\$11.00)	-12.30%	\$126.00	\$11.50	10.00%
YE98	\$42.50	\$1.50	3.70%	\$42.50	\$1.50	3.70%	\$83.50	\$5.00	6.40%	\$134.50	\$8.50	6.70%
YE99	\$44.00	\$1.50	3.50%	\$44.00	\$1.50	3.50%	\$89.50	\$6.00	7.20%	\$136.00	\$1.50	1.10%
YE00	\$44.50	\$0.50	1.10%	\$44.50	\$0.50	1.10%	\$90.50	\$1.00	1.10%	\$137.00	\$1.00	0.70%
YE01	\$46.50	\$2.00	4.50%	\$46.50	\$2.00	4.50%	\$92.50	\$2.00	2.20%	\$139.00	\$2.00	1.50%
YE02	\$48.00	\$1.50	3.20%	\$48.00	\$1.50	3.20%	\$94.50	\$2.00	2.20%	\$141.00	\$2.00	1.40%
YE03	\$51.00	\$3.00	6.30%	\$53.00	\$5.00	10.40%	\$95.00	\$0.50	0.50%	\$149.00	\$8.00	5.70%
YE04	\$56.25	\$5.25	10.30%	\$63.50	\$10.50	19.80%	\$105.50	\$10.50	11.10%	\$170.25	\$21.25	14.30%
YE05	\$58.75	\$2.50	4.40%	\$66.00	\$2.50	3.90%	\$108.00	\$2.50	2.40%	\$172.75	\$2.50	1.50%
YE06	\$59.00	\$0.25	0.40%	\$69.00	\$3.00	4.50%	\$113.00	\$5.00	4.60%	\$180.50	\$7.75	4.50%
YE07	\$59.50	\$0.50	0.80%	\$70.50	\$1.50	2.20%	\$115.50	\$2.50	2.20%	\$190.50	\$10.00	5.50%
YE08	\$61.25	\$1.75	2.90%	\$72.25	\$1.75	2.50%	\$118.25	\$2.75	2.40%	\$194.75	\$4.25	2.20%
YE09	\$63.00	\$1.75	2.90%	\$74.00	\$1.75	2.40%	\$121.00	\$2.75	2.30%	\$199.00	\$4.25	2.20%
YE10	\$68.00	\$5.00	7.90%	\$79.00	\$5.00	6.80%	\$129.00	\$8.00	6.60%	\$212.00	\$13.00	6.50%
YE11	\$71.00	\$3.00	4.40%	\$82.00	\$3.00	3.80%	\$134.00	\$5.00	3.90%	\$220.00	\$8.00	3.80%
YE12	\$74.00	\$3.00	4.20%	\$85.00	\$3.00	3.70%	\$139.00	\$5.00	3.70%	\$225.00	\$5.00	2.30%
YE13	\$78.00	\$4.00	5.40%	\$89.00	\$4.00	4.70%	\$145.00	\$6.00	4.30%	\$231.00	\$6.00	2.70%
YE14	\$84.00	\$6.00	7.70%	\$95.00	\$6.00	6.70%	\$153.00	\$8.00	5.50%	\$239.00	\$8.00	3.50%
YE15	\$84.00	\$0.00	0.00%	\$95.00	\$0.00	0.00%	\$153.00	\$0.00	0.00%	\$239.00	\$0.00	0.00%
YE16	\$88.00	\$4.00	4.80%	\$99.00	\$4.00	4.20%	\$159.00	\$6.00	3.90%	\$214.00	(\$25.00)	-10.50%
YE17	\$91.00	\$3.00	3.40%	\$102.00	\$7.00	7.40%	\$162.00	\$3.00	1.90%	\$214.00	\$0.00	0.00%
YE18	\$98.00	\$7.00	7.70%	\$109.00	\$7.00	6.90%	\$169.00	\$7.00	4.30%	\$214.00	\$0.00	0.00%
YE19	\$106.00	\$8.00	8.20%	\$117.00	\$8.00	7.30%	\$177.00	\$8.00	4.70%	\$222.00	\$8.00	3.70%
YE20	\$104.00	(\$2.00)	-1.90%	\$121.00	\$4.00	3.40%	\$180.00	\$3.00	1.70%	\$225.00	\$3.00	1.40%
YE21	\$106.00	\$2.00	1.90%	\$123.50	\$2.50	2.10%	\$182.50	\$2.50	1.40%	\$227.50	\$2.50	1.10%
YE22	\$102.00	(\$4.00)	-3.80%	\$122.50	(\$1.00)	-0.80%	\$182.50	\$0.00	0.00%	\$219.50	(\$8.00)	-3.50%
YE23	\$102.00	\$0.00	0.00%	\$122.50	\$0.00	0.00%	\$182.50	\$0.00	0.00%	\$182.50	(\$37.00)	-17.80%
YE24	\$100.00	(\$2.00)	-1.96%	\$130.00	\$7.50	6.12%	\$190.00	\$7.50	4.11%	\$190.00	\$7.50	4.11%
YE25	\$100.00	\$0.00	0.00%	\$130.00	\$0.00	0.00%	\$190.00	\$0.00	0.00%	\$190.00	\$0.00	0.00%

TOPIC for DISCUSSION

Hiring Practices

REPORT:

As a part of the College Strategic Goals and Priorities, we strive to attract, retain and develop the best employees for each position at the College. The College follows a defined hiring process to ensure all candidates for employment are afforded equal opportunity as required by law. The College commitment to EEO is posted on our Employment Page on our website and throughout the College in conspicuous places. (Attachment A: Notice of Nondiscrimination and Equal Opportunity Employment)

We utilize People Admin software platform to facilitate the hiring process through the Applicant Tracking System (ATS), complete Performance Reviews and manage our position descriptions. This system is fully integrated so that all functions performed use the same data base and build on one another. Each function/process follows a workflow that manages the steps to initiate and complete the entire employment cycle.

The position description contains information regarding a specific job that provides the starting point for hiring and performance management of an employee. The position description for every active position is required before a position can be posted. The position description contains the knowledge, skills, education, functional responsibilities and tasks required of the job. A sample position description is attached for reference. (Attachment B: Administrative Assistant III)

Once the position description is finalized or updated by the supervisor, it will move through a workflow of reviews and approvals (Manager/Director, VP and Human Resources). Once the final approval is complete the position is ready for posting.

The Applicant Tracking System requires specific sequence of steps to complete a job posting and work through the process to hire a candidate. The Hiring Checklist is provided to the Search Chair to provide step by step instructions on the entire process. See the attached Hiring Checklist for further discussion on the process. (Attachment C: Hiring Checklist)

Positions are posted on our employment page and various other internet job boards. At times we seek additional paid advertising for hard to fill positions or when looking for a specific skill set or experience.

RECOMMENDED ACTION:

No action at this time.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Shelley Stultz, Associate Vice President of Human Resources
Supervisor:	Dr. Kimberly Krull, President
Date:	February 13, 2024

Hiring Checklist

<p>ALL search committees are REQUIRED to follow this HIRING CHECKLIST. It is the responsibility of the Search Committee Chair to fully understand the screening and hiring processes. Inform your committee that applications, and the application process are to be kept confidential.</p>	
<p>PHASE 1: POSTING THE POSITION</p> <p><input type="checkbox"/> Contact Human Resources if changes need to be made to the position description.</p> <p><input type="checkbox"/> Identify search committee members before you post your position. A committee must consist of at least 3 people.</p> <p><input type="checkbox"/> Log onto the Applicant Tracking System (ATS) at https://employment.butlercc.edu/hr/. In the role of "SUPERVISOR," post the position.</p>	
<p>PHASE 2: UNDER REVIEW BY SEARCH COMMITTEE</p> <p><input type="checkbox"/> Log onto the ATS. In the role of "SEARCH CHAIR/MANAGER" create evaluative criteria for your search committee to use to rate applicants. <i>Please let HR know if you create new evaluative criteria that need to be approved.</i></p> <p><input type="checkbox"/> If you have not put a closing date on your posting, you will need to notify HR to remove posting from the site when you have a sufficient pool of applicants.</p> <p><input type="checkbox"/> All search committee members will need use the ATS to evaluate the applications. Upon completion of individual review of applications, the committee will meet to discuss how the applicants ranked and select those to be interviewed. If any committee members are related to any of the candidates, or have a close, personal relationship with any of the candidates, this needs to be disclosed and reviewed by HR before proceeding.</p>	
<p>PHASE 3: INTERVIEW</p> <p><input type="checkbox"/> Develop the interview questions in the form provided. In the ATS, the Chair will attach this "Interview Questions/Interview rating form" to the Posting Document tab of the posting.</p> <p><input type="checkbox"/> In the ATS, the Chair moves applicants selected for interview to "Approved." HR will review the candidates and move them to "Interviews."</p> <p><input type="checkbox"/> Once the Chair has received notification that their candidates have been moved to "Interviews", the Chair can contact the candidates and set up the interviews. <i>Please see "Guidelines for Pre-employment Inquiries".</i></p> <p><input type="checkbox"/> At the time of the interview, each candidate will sign and date the "Disclosure & Authorization" form found on my.butlercc.edu. (Butler Forms/HR/Disclosure & Authorization). All signed D&A forms are sent to HR.</p> <p><input type="checkbox"/> Once interviews are completed, the committee needs to total the rankings on the interview forms for each applicant. The Search Chair should use the rankings to order the candidates for discussion.</p>	

Hiring Checklist

- ☐ The Chair gathers the completed interview forms from each search committee member (interview question notes, tally sheets, etc.), scans the material to their computer, and attaches the "Interview Materials" to the Posting Document tab of the posting in the ATS.
- ☐ In the ATS, the Chair moves the selected candidate to "Reference/Finalist."

PHASE 4: REFERENCE CHECK/CONSUMER REPORT

(Use attached BCC Procedures for Use of Consumer Reports)

- ☐ The Chair conducts and records reference checks of selected candidate(s). This form can be found on my.butlercc.edu (**Butler Forms/HR/Reference Check**). Two references are required; 3 are recommended..
- ☐ In the ATS, the Chair scans and attaches the "Reference Checks" to the Posting Document tab of the posting.
- ☐ In the ATS, the Chair moves the selected candidate to "HR Final Review."
- ☐ The Chair contacts the Associate VP of Human Resources or Assistant Director to determine appropriate salary for administrative/institutional support and for faculty positions. Not applicable for Operational Staff positions. A contingent offer should **not** be made prior to this step.
- ☐ The Chair makes contingent offer. **Employment is contingent upon the College obtaining and reviewing an acceptable consumer report.**
- ☐ The Chair contacts HR once a contingent offer has been accepted. HR will initiate the consumer report process, and the candidate will receive an email with a link from Hire Right.
- ☐ HR will contact the Chair when the consumer report is completed. **Once approved, a firm job offer may be extended.**

PHASE 5: COMPLETION AND FOLLOW-UP

- ☐ The Chair will contact Human Resources immediately following the acceptance of the firm job offer. *(HR will move the candidate to "Offer Accepted" in the ATS.)*
- ☐ The Chair moves all other applicants either to "Not Approved" or "Interviewed/Not Hired" and chooses an appropriate reason. It is imperative to note the reason each candidate was not selected for an interview, or not hired from the interview pool. The Chair will also need to contact those who were interviewed and not selected.
- ☐ Log onto the ATS. In the role of "**SUPERVISOR**," complete the Hiring Proposal. Once this is complete, all unsuccessful applicants will receive an email letting them know the position has been filled.
- ☐ If the position is Faculty or full-time Advising, the Supervisor will send notification of selected candidate to the president's office electronically on a "Topic for Action" form for Board approval.

Topic for Discussion 02.13.24
Attachment B

Administrative Assistant III, Nursing

Classification

Classification Information

Classification Title	Operational Staff 20
Classification Code	OS-20
FLSA	Non-Exempt
Salary Grade	20
Min Salary	\$17.23
Mid Salary	\$20.68
Max Salary	\$24.12
Employment Classification	Operational Staff

Position Details

Seated Employee Information

Employee First Name	██████
Employee Last Name	██████
Employee ID	██████████

Position Information

Position Title	Administrative Assistant III, Nursing
Position Number	194-00
Department	Administrative/HEP
Campus Location	EI Dorado
Nature of Position	Full Time

Narrative General Description	The Administrative Assistant for the Nursing Department is responsible for providing administrative assistance primarily to full and part time faculty of the Nursing and Allied Health Departments, and to other departments of the Division of Health, Education, and Public Services. The position requires a capacity for independent judgment and a thorough knowledge of general college operations. The administrative assistant assists college staff, instructors, and administrators as well as members of the community directing them to the appropriate resources. The administrative assistant will assist with the Nursing Department's expansion to Winfield, KS.
Consulting Responsibilities	Under the direction of the Associate Dean and the Dean, works with Admissions, Registrar, and Business Offices on campus, clinical agencies and regulating agencies.
Supervisory Responsibilities	A. Assists other division office personnel. B. Supervises one work study or institutional student.
Employment Type	FT
Employment Classification	Operational Staff
Functional Responsibilities	These are the job duties for required of the position.

Job Duty Name	General Office Responsibilities
Description of Job Duty	A. Provides administrative support for the Nursing and Allied Health Departments, and other departments within the division as needed. B. Provides callers with information and assistance, takes messages or directs calls. C. Provides students/visitors with information about Butler and directs them to appropriate services (i.e. advising, financial aid, bookstore, student health, faculty or administration). D. Provides customer service, campus visits, and information to students, college personnel, and externally to local, state and regional educational institutions. E. Notes office and teaching supply needs and makes purchases. F. Makes travel and lodging arrangements for faculty.
Essential Duty?	Yes
Percentage Of Time	20
Job Duty Name	Enrollment/Registration
Description of Job Duty	A. Works with the Dean and/or Associate Dean in setting up course schedules and faculty assignments in Banner. B. Keeps course schedule updated in Banner throughout the year. C. Assumes responsibility for counseling/advising present & prospective students. D. Facilitates cohort enrollment for students with enrollment management staff.
Essential Duty?	Yes
Percentage Of Time	20
Job Duty Name	Financial/Budget Responsibilities
Description of Job Duty	A. Completes e-requisitions as directed by the Dean, Associate Dean, or Chair/Lead Faculty. B. Keeps expenditure and revenue information up to date. C. Deposits monies to Business Office as delegated. D. Provide listing of previous year expenditures to assist the Dean and/or Associate Dean with budget preparation. E. Prepares e-requisitions, researches product quality and cost, and makes purchases for the Nursing and Allied Health Departments, and other departments within the division as directed by the Dean, Associate Dean or Chair/Lead Faculty. F. Completes payroll information, salary agreements, and overload for all new and current full-time and adjunct instructors.

	<p>G. Keeps the Dean and/or Associate Dean apprised on a weekly basis of the financial status of the division.</p> <p>H. Purchase and maintain all computer and office supplies for department and secure bids for major office purchases.</p> <p>I. Authorized to:</p> <ul style="list-style-type: none"> a. Move money to and from accounts as necessary. b. Maintain all budget areas through software, type and keep record of all requisitions, purchase orders, and encumbrances. c. Actively participate in budget hearings with the Dean/Associate Dean and Finance Office. d. Assists the Dean and/or Associate Dean in developing operating budget on a yearly basis. e. Evaluates trends in budget and advises the Dean and/or Associate Dean when necessary.
Essential Duty?	Yes
Percentage Of Time	20
Job Duty Name	Divisional Responsibilities
Description of Job Duty	<p>A. Assists with Perkins related reporting for the HEP Division.</p> <p>B. Manages Faculty Load and Compensation (FLAC) for Nursing and Allied Health; and assists with divisional FLAC as needed.</p> <p>C. Complete third party credential reporting each semester.</p> <p>D. Maintains files and documents as assigned by the Dean, Associate Dean, Chairs/Leads.</p> <p>E. Assists with the planning of divisional events</p> <p>F. Other duties as assigned</p>
Essential Duty?	Yes
Percentage Of Time	20
Job Duty Name	Departmental Responsibilities
Description of Job Duty	<p>A. Maintains all RN and LPN Advanced Standing applicant files, collects applicant transcripts, and inputs GPAs into Excel for each class selection.</p> <p>B. Responsible for mailing all acceptance/rejection notices to prospective students.</p> <p>C. Organizes all details of Pinning Ceremony each semester.</p> <p>D. Ensures that all graduating RNs have completed necessary applications and paid necessary fees; collect and submit applications and fees to Kansas State Board of Nursing and NCLEX.</p> <p>E. Complete and submit all State Board of Nursing reports annually.</p> <p>F. Facilitate cohort enrollment for students with enrollment management staff.</p> <p>G. Advise nursing students on required classes and timely completion, in order that the students will fulfill graduation requirements.</p> <p>H. Responsible for vocational follow-up of all graduates and surveys of both graduates and their employers.</p> <p>I. Schedules, arranges refreshments and takes minutes for Advisory Board meetings.</p> <p>J. Assist with recording minutes for Nursing meetings</p> <p>K. Schedules, organizes, and proctors all TEAS Test</p> <p>L. Assists the Dean/Associate Dean/Lead/Chair to manage external contracts associated with the department</p> <p>M. Allied Health Site Coordinator:</p> <ul style="list-style-type: none"> a. Schedules CNA/CMA classes with KDADS, b. Completes paper work for AH instructors and other items for KDADS c. All other KDADS requirements <p>N. Schedule and administer certification tests for Allied Health students</p> <p>O. Will assist with Nursing Department's expansion to Winfield, KS</p> <p>P. Some travel required</p>
Essential Duty?	Yes
Percentage Of Time	20

Qualifications

Required knowledge and skills

- A. Ability to type at least 60 wpm with accuracy.
- B. Advanced computer skills, including Banner system. Knowledge of Microsoft Office software necessary, including Access and Excel.
- C. Must have excellent spelling, punctuation, grammar, vocabulary skills.
- D. Must have excellent communication skills and telephone etiquette.
- E. Must exhibit effective decision-making skills.
- F. Must have ability to recognize and to re-evaluate priorities independently.
- G. Must have excellent written and oral communication and organizational skills.
- H. Must have ability to maintain confidentiality and exhibit maturity and good judgment.
- I. Must be willing to meet the challenges of a busy office and demanding staff.

Required experience

- A. Minimum of two years previous secretarial experience.
- B. Previous experience as secretary in an educational institution preferred.

Required educational background

- A. High School diploma or equivalent
- B. Associate's Degree preferred

Hiring Funding Source

Funding Source

Account Number	1200-194-515-12-ELD
Percentage Funded	100

Seated Employee

Seated User

Details

First Name	[REDACTED]
Last Name	[REDACTED]
Work Email	[REDACTED]
Employee ID	[REDACTED]

Supervisory Position

Supervisor Position Description

Job Title	Dean, Health, Education & Public Services
Position Number	705-09
Org Unit	Administrative/HEP (02A008-001)

First Name

[REDACTED]

Last Name

[REDACTED]

Email

[REDACTED]

Position Documents

No documents have been attached.

Topic for Discussion 02.13.24

Attachment A

Notice of Nondiscrimination and Equal Opportunity Employment

Butler Community College is committed to nondiscrimination on the basis of race, color, religion, sex, gender identity, national origin, age, disability, veteran status, sexual orientation, genetic information, marital status, political affiliation or other legally protected category. This includes, but is not limited to admissions, employment, financial assistance, placement, recruitment, and educational programs or activities, as required by applicable laws and regulations. Lack of English language skill is not a barrier to admission and participation in educational programs and activities. Any person having inquiries regarding disability support services or Butler Community College's compliance with the regulations implementing Title VI, Title IX and the Americans with Disabilities Act of 1990 is directed to contact the coordinators who have been designated to coordinate the educational institution's efforts to comply with the regulations implementing these laws.

Title IX Coordinator:

Sherri Conard
Director of First Year Experience
BOA Student Union Manager
715 E 13th St
Student Life Center, Office 5002C
Andover, KS 67002
sconard@butlercc.edu
[316.323.6373](tel:316.323.6373)

Section 504 Coordinator:

Teressa Eastman
Director of Disability Services
Office of Disability Services
901 South Haverhill Rd
Hubbard Center, Office 603E
El Dorado, KS 67042
teastman@butlercc.edu
[316.322.3321](tel:316.322.3321)

Title VI, Title IX and Section 504 ADA complaints may also be filed with the Regional Office for Civil Rights. Address correspondence to:

U.S. Department of Education, Region VII
Office for Civil Rights
1 Petticoat Lane
1010 Walnut Street, 3rd floor, Suite 320
Kansas City, MO 64106
Telephone: [816-268-0550](tel:816-268-0550)
FAX: [816-268-0559](tel:816-268-0559)
TDD: [800-877-8339](tel:800-877-8339)
Email: OCR.KansasCity@ed.gov

TOPIC for DISCUSSION
Legislative Post Audit-Reviewing Community College Athletic Programs and Scholarships

REPORT:

Representative Kristey Williams requested an audit on Community College Athletic Programs and Scholarships which was authorized by the Legislative Post Audit Committee on April 22, 2022. The object of the audit was to answer the following questions:

- How much did community colleges spend on athletic programs and scholarships in recent years and what were the sources of those funds?
- Where are the community college athletes from, how many have received scholarships and how has that changed in the last 5 years?

While the audit was authorized in 2022, Legislative Post Audit staff did not commence work on it until June 2023. Butler, Hutchinson Community College, and Garden City Community College were the 3 colleges and athletic programs chosen for the comprehensive study from the 21 Jayhawk Conference colleges. Some publicly available information from all the Jayhawk Conference colleges was included in some sections of the report.

The final report will be presented to the Legislative Post Audit Committee on February 7th. It remains confidential by state statute until that hearing. Dr. Krull will send the report to the Trustees after the hearing for discussion at the Board meeting.

RECOMMENDED ACTION:

This is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull, President
Supervisor: Linda Jolly, Chair
Date: February 13, 2024

BOARD ACTION ITEMS

TOPIC for ACTION

Affirmation of Service and ACCT Guide to Ethical Governance

REPORT:

Annually, the Board of Trustees reviews and reaffirms the Affirmation of Service and Standards of Good Practice. It is included in the Board Book with some proposed changes submitted by Trustee Smith. The Association of Community College Trustees (ACCT), of which Butler is a member organization, encourages Boards to adopt the "Guide to Ethical Governance" which Trustee Jolly has requested be included in the Board Book. The HLC Interim Monitoring Report to be submitted by March 31, 2024 would include documentation of discussion and adoption of these documents.

RECOMMENDED ACTION:

It is recommended the Board adopt both the Affirmation of Service and Standards of Good Practice and the Guide to Ethical Governance.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull

Supervisor: Linda Jolly, Chair

Date: February 13, 2024

AFFIRMATION OF SERVICE AND STANDARDS OF GOOD PRACTICE

It is with the deepest sense of responsibility and conviction as a Trustee of Butler Community College, subject to the laws and constitution of the state of Kansas, and those of the United States, that I do solemnly affirm:

- That I understand my authority exists only when acting collectively with my fellow board members, that our authority is derived from, and obliged to serve, the interests of our entire community.
- That I will exemplify ethical behavior and conduct that is above reproach.
- That I will engage in an ongoing process of in-service education and continuous improvement.
- That I will be prepared to participate in open, honest, and civil deliberation with my colleagues, and vote my conscience rather than advance any special interests.
- That I will publicly affirm that the majority decision of the board constitutes the policy of the college.
- That I will honor the division of responsibility between the Board and the President and staff and contribute to creating a spirit of true cooperation and mutually supportive relationship with the President and staff in support of our community.

Kim Braungardt

Linda Jolly

Mary Martha Good

Forrest Rhodes

David Sherrer

Shelby Smith

Aaron Huslig

BUTLER BOARD OF TRUSTEES GUIDE TO ETHICAL GOVERNANCE

As a governing board member, I am required to:

SERVICE

- Devote time, thought and study to the duties and responsibilities of a community college board member, so that I may render effective and creditable service.

COLLABORATION

- Work with my fellow board members in a spirit of harmony and cooperation in spite of differences of opinion that arise during vigorous debates of points of issue;
- Base my personal decision upon all available facts in each situation; vote my honest conviction in every case, unswayed by partisan bias of any kind; and abide by and uphold the final majority decision of the board.

AUTHORITY

- Remember at all times that as an individual I have no legal authority outside the meetings of the board, and to conduct my relationships with the community college staff, the local citizenry, and all media of the community on the basis of this fact;
- Resist every temptation and outside pressure to use my position as a community college board member to benefit myself or any other individual or agency apart from the total interest of the community college district.

ROLES

- Recognize that it is as important for the board to understand and evaluate the educational program of the community college as it is to plan for the business of college operations;
- Welcome and encourage active cooperation by citizens, organizations, and the district media by communicating with respect to policy on current college operations and proposed future developments;
- Speak with one voice as a board member once a board decision or policy is made.

TEAMWORK

- Support the state and national community college trustees associations;
- Strive step by step toward ideal conditions for the most effective community college board service to my community, in a spirit of teamwork and devotion to public education as the greatest instrument for the preservation and the perpetuation of our representative democracy.



ACCT has developed the model code accepted by the Butler Board of Trustees.

TOPIC for ACTION
Grizzlybacker – Alcohol Service in Hall of Fame Room

REPORT:

When the BG Veterans Sports Complex and stadium opened, members of the Grizzlybackers were able to purchase alcohol for consumption in their respective suites at the stadium during Butler home football games. In recent months, the athletic department received requests from Grizzlybackers to be able to purchase alcohol during the men's and women's basketball in accordance with Butler's Service of Alcoholic Beverages. A recommendation is being presented that would allow Grizzlybackers at the \$500 level and above to go into the Hall of Fame Room between the men's and women's basketball games and purchase either wine or beer from Great Western Dining for consumption in the Hall of Fame Room.

The recommended change to the Service of Alcoholic Beverages policy would include the addition of the 500 Building Athletics Hall of Fame Room as an approved campus location.

Additions to the Service of Alcoholic Beverages procedures would include:

- The athletic hall of fame alcohol sales will begin following the conclusion of the women's basketball game and will close at the 10-minute mark of the first half of the men's basketball game.
- The alcohol sales will only be available for home Kansas Jayhawk Community College Conference (KJCCC) games.
- Great Western Dining will control all alcohol purchases, sales, and storage. There will be no storage of alcoholic beverages in the 500 Building. Sales will be limited to beer and wine.
- Grizzlybacker members at the \$500 level and above will be admitted to the athletic hall of fame room during this time. They shall be limited to two (2) guests.
- Security is present at all home basketball games and will be available in the Hall of Fame room during the time that alcohol is being served.
- No alcohol will be allowed to be taken from the Hall of Fame Room.
- In compliance with College policy, all home games where alcohol is served will be identified and approved by the College President prior to the athletic contest.

RECOMMENDED ACTION:

It is recommended that the Board of Trustees approve the changes to Service of Alcoholic Beverages policy.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Todd Carter, Director of Athletics
Supervisor:	Bill Rinkenbaugh, VP of Student Services
Date Submitted:	February 13, 2024

Service of Alcoholic Beverages

The Kansas Liquor Control Act (The Kansas Liquor Control Act (K.S.A. Chapter 41, Articles 1 through 11, as amended), at K.S.A. 41-719(d), generally prohibits the consumption of alcoholic liquor on public property. However, pursuant to K.S.A. 41-719(i):

“The board of trustees of a community college may exempt from the provisions of subsection (d) specified property which is under the control of such board and which is not used for classroom instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.”

Accordingly, the Board of Trustees of Butler Community College exempts certain College property from K.S.A. 41-719(d) as set forth in this Policy and the Service of Alcoholic Beverages Operating Procedures.

In accordance with the Kansas Board of Regents:

Consumption of alcoholic liquor may be permitted under authorized and appropriately controlled conditions and guidelines to be determined by the chief executive officer of each university and set forth in an institutional policy on service of alcoholic liquor. The service of alcoholic liquor at such events must be approved, in advance, by the chief executive officer of the institution and may only be held in those non- classroom areas, and outside grounds immediately adjacent thereto, which are specifically designated for such activities in the institutional policy on service of alcoholic liquor. Each institution shall file and maintain a current copy of its policy on service of alcoholic liquor with the President and Chief Executive Officer on behalf of the Board.

This policy applies to all employees, students, and visitors.

No alcohol shall be brought onto, consumed, or served on college premises except in accordance with this Policy and associated Procedures. No person shall drink or consume alcoholic beverages on College property except in limited circumstances in accordance with this Policy and associated Procedures and only in the locations and in the manner set forth below:

- Hubbard Welcome Center Clifford/Stone Community Room
- Hubbard Welcome Center Lattner Family Entry
- Hubbard Welcome Center Foundation
- Hubbard Welcome Center Ted and Barbara Dankert Trustee Board Room
- Erman B. White Gallery of Art
- 5000 Building Kanza Room
- Redler Institute of Culinary Arts (integrated and open commons, classroom, and patio locations when scheduled classes are not in session)
- **500 Building – Athletics Hall of Fame Room**

No alcoholic beverages can be served or consumed on the 2nd floor of the Hubbard Welcome Center in the Presidential Overlook, made possible by Ken and Wilma Howell Family in honor of Korey Howell.

All Procedures, as directed by the College President, under this Policy shall be in full compliance with federal, state, and local laws and regulations, including the Kansas Liquor Control Act and all municipal codes. Approval of the college president is required for alcohol to be served and consumed on campus at any approved location in accordance with this Policy.

Approved: 3/2010

Revised/Reviewed: 3/2014; 7/2014; 7/14/2020; 7/12/2022

Related Procedures: AP – 2260.0

TOPIC for ACTION
Butler Community College Fleet Replacement

REPORT:

Butler Community College is actively seeking a solution for managing its aging fleet of over 42 vehicles, with challenges in procurement heightened by the COVID-19 pandemic. The need to replace 6 vehicles annually, costing an estimated \$240,000, has prompted exploration of leasing options with Enterprise. This approach aims to leverage purchasing power for cost efficiency, enhance fleet safety, and achieve savings in maintenance and fuel budgets. A complete overview of Enterprise Fleet Management, including objectives, replacement schedules, leasing details, and potential savings, was presented at the January board meeting. The Facilities Management team is now seeking approval for an agreement with Enterprise Fleet Management as the procurement agent, utilizing nationwide pricing through the TIPs Coop.

RECOMMENDED ACTION:

Authorize the agreement with Enterprise Fleet Management for the customization of a fleet replacement plan.

RECOMMENDED FUNDING SOURCE:

No Funds at this time.

Submitted by: Ireland Turner, Director of Facilities Management

Supervisor: Kent Williams, VP of Finance

Date: February 1, 2024



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM_____ Customer_____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

Initials: EFM _____ Customer _____

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM _____ Customer _____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) If Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

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of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR: Enterprise FM Trust	
By: Enterprise Fleet Management, Inc. its attorney in fact	
Signature: _____	
By: _____	
Title: _____	
Address: _____	

Date Signed: _____	Date Signed: _____

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM_____ Customer_____



COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. COVERED VEHICLES: Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.

2. TERM AND TERMINATION: The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. ADDITIONAL DOCUMENTATION: Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. COVERED VEHICLE FEE: EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.

5. PAYMENT TERMS: Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.

6. BILLING: All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.

7. VARIOUS COSTS, EXPENSES, FEES, AND CHARGES. The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

Initials: EFM_____ Company_____

8. LICENSE ADMINISTRATION PROGRAM:

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars (\$50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars (\$50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month. The Company agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

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10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars (\$75.00), or such other amount as may be established by EFM, in its sole discretion, from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. ODOMETER: Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. INSURANCE: During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. NOTICES: All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Initials: EFM _____ Company _____

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

15. MISCELLANEOUS:

- (a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- (b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- (d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- (e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- (g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- (h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- (i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- (j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

- (a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.
- (b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

- (a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

Initials: EFM_____ Company_____

assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

21. REPRESENTATIONS AND WARRANTIES:

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of

this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM_____ Company_____

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Initials: EFM_____ Company_____





TELEMATICS SERVICES AGREEMENT

As of this _____ day of _____, 20____, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

[select any or all that apply]

☐ Master Equity Lease Agreement (with schedules), dated _____, 20____.

☐ Master Walkaway Lease Agreement (with schedules), dated _____, 20____.

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Telematics Device Acknowledgement and Release. The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematic Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

2. Use, Access, Ownership and Storage of Telematics Data. Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

- (A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;
- (B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and
- (C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

3. Compliance with Privacy Laws; Notices and Consents. Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data ("Laws"). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

4. Vehicles. This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM ((i) or (ii), a "Vehicle").

5. Purchase, Activation and Warranty. Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.

6. Training. The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

7. Wireless Service Provider and Agreement; Software Agreement; Termination. Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, or (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

8. Indemnification. Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim.

EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. Limitation of Liability. IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Miscellaneous. All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."

Customer Name: _____

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$_____ or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited to, Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____
Initials: EFM _____ Lessee _____	



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the e fleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM _____ Company _____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Company_____

TOPIC for ACTION
Strategic Higher Education Proposal for Consulting

REPORT:

Strategic Higher Education (SHE) is a learning and strategy consulting firm, with more than 50 years of experience, focused on higher education.

In 2023, Marketing contracted with SHE on a marketing and conversion focused project for the Redler Institute of Culinary Arts. During the 2023 engagement, the inquiry to enrolled process was evaluated for the culinary program and as a result, it was determined that training College personnel on a sales/relationship building approach would be beneficial to increase enrollment funnel conversions. The attached proposal outlines a timeline for sales relationship training and development services to span February 2024 to January 2025.

RECOMMENDED ACTION:

The Board approves the College to enter a contract for services with Strategic Higher Education beginning February 2024 through January 2025.

RECOMMENDED FUNDING SOURCE:

The Strategic Innovation fund will support the expenses of this proposal not to exceed \$150,000.

Submitted by: Dr. Jessica Ohman, Associate VP of Student Services

Supervisor: Dr. Kim Krull, President

Date: January 26, 2024

Who Is SHE?

We are a learning and strategy consulting firm committed to bridging the gaps between the modern learner, industry, and the academy.

- Our change work focuses on designing a sustainable future for higher education by emphasizing learning and market expectations as a critical consideration.
- Our strategy focuses on refreshing and concepting learning engagements that resuscitate the tenets of liberal education (global competencies) and map intentionally to employment thus bringing life to a modern learning economy.
- Building on over a half century of higher education experience, SHE consultants provide assessment and insight to assist in the development of strategy, business intervention and expansion, and learner support services.

How SHE Works...

Our consultative approach is best described as a “critical colleague” relationship in which the best collaboration exists in the tension between an insightful critic and a trusted colleague. In this capacity, we serve as facilitators, project managers and community engagement specialists.

- Our focus on change derives from appreciative assessment leading to targeted future paths and expectations.
- Our sensitivity to culture calls for broad community integration and transparent communication strategies with all levels of stakeholders.
- Our intention is to assist in the development of a strategy that expands mission expression and increases fiscal effectiveness.

SHE BELIEVES

PARTNERSHIP IS A
COMPLEX AND
INTENTIONAL
ENGAGEMENT THAT
DESIGNS A SHARED
VISION, MISSION, AND
PATH FOR A CHANGED
AND IMPROVED FUTURE
STATE.



Project Overview

As a follow up to the successful *Marketing Relationship Management & Conversion* intervention focused exclusively on Redler Institute of Culinary Arts, this proposal builds on that work to train and develop Butler enrollment staff in a relational sales model that can impact Butler recruitment systems and numbers.

SHE will provide training and consulting on the process development for lead relationships in the recruitment funnel in a custom designed *concierge approach*. The concierge model establishes a sales technique that facilitates a personalized goal-driven relationship with each candidate from the point of initial inquiry until matriculation. This approach has proven to yield significant improvement in enrollment funnel conversions, matriculation numbers, and facilitates processes that create efficiencies among departments serving newly enrolled students.

SHE Sales Relationship Training & Development

SHE consultants will develop and deploy a comprehensive training program designed to support Butler Community College in implementing a relationship sales approach for new student enrollment. SHE will assist Butler in defining the student journey, defining a new role for enrollment professionals, and designing a replicable training for enrollment team members to develop relationship sales competency. The training curriculum will be customized to the "Butler" relationship sales approach and offer content training, competency development and competency demonstration in service to Butler as described below. Course experiences will be deliverable to Butler as in-person (on campus) sessions and virtually (through Canvas). The online curriculum content can be used as a long-term training system for additional enrollment coaches and other new enrollment staff.

SHE Relationship Sales Management & Implementation Consulting

SHE consultants will provide direct consulting, assistance, and support to the Associate VP for Student Services in the design and implementation of the new relationship sales approach using enrollment model development, assessment of current systems, and the implementation of a revised “New Student Journey” (Inquiry – Enrolled).

Design a phased approach to implementing the “Butler New Student Journey” that addresses the enrollment coach engagement timelines, service and support obstructions / gaps, system build out timeline, and assures early impact for summer 2024 to escalate for fall 2024 and spring 2025.

Assist AVP in the roll out and management of the new process through regular follow-up, meetings, and campus visits (4-6)

SHE Sales Technology Systems Consulting

SHE consultants will work closely with the Associate VP for Student Services and the technology and operations teams at Butler as well as any external consultants retained to support the initiative.

Project Schedule & Investment



Project Services	Project Term	Investment
Sales Relationship Training and Consulting: <ul style="list-style-type: none">● Relationship Sales Staff Training● Relationship Sales Management & Implementation Consulting● Relationship Sales Technology & System Consulting	February 2024 - January 2025 (12 Months)	\$30,000 Project Launch \$10,000 Monthly (12) \$150,000 Total

Proposal Acceptance

The terms of this proposal are valid through February 15, 2024. We look forward to continuing our work with Butler Community College as a strategic partner and critical colleague.

Butler Community College

Authorized Signatory	
Printed Name	
Title	
Date	

Strategic Higher Ed (SHE)

Authorized Signatory	Heather Sayre
Printed Name	Heather Sayre
Title	Founder & Co-president
Date	January 2, 2024

TOPIC for ACTION **BCTV Equipment Needs**

REPORT:

Over the last two years, Butler Creative TV (BCTV) has grown both in student involvement as well as reach and offerings. BCTV has not only streamed over 200 Butler events but has also extended its reach to more than 50 off-campus events, generating revenue and providing invaluable real-world experience for our students. The BCTV student team has demonstrated an astonishing growth from just 8 students in 2022 to more than 25 students in 2023, with plans to expand to 40 students in 2024. In 2023, BCTV generated \$29,000 in revenue and has secured \$49,700 for 2024 with another \$79,000 production quotes out for bid.

To enhance the student experience and facilitate further growth, the primary objective of this proposed Topic for Action is twofold: to provide our students with access to the latest industry-standard tools, ensuring they are well-prepared for successful careers in this rapidly evolving field, and to meet the increasing demand for upgraded and new equipment for BCTV's highly sought-after productions by the college, the community, and external entities.

BCTV has been commissioned by reputable organizations such as ESPN, Kansas Jayhawk CC Conference, Mid-America Intercollegiate Athletic Association, Wichita Open, Susan B Allen, United Way of El Dorado, USA Lacrosse, Wichita Aero GC, Wichita Selection FC (both Semiprofessional Soccer), and National Baseball Congress, with additional requests pouring in. Furthermore, BCTV students have secured positions with esteemed entities like Wichita Thunder, Wichita Wind Surge, Tourbeau Sports Group (an ESPN Subsidiary), Kansas State Athletics, and the Kansas City Chiefs, showcasing the program's impact on students' career trajectories.

To facilitate this continued success, the Information Services department has allocated \$60,000 annually for a hardware refresh and renewal initiative. The proposed equipment lease option will serve two crucial purposes: first, it will update the existing 10-20-year-old equipment, bringing it up to date with industry standards, and secondly, it will establish a sustainable 6-year refresh cycle to keep BCTV at the forefront of technology.

A few key points for consideration of the investment in new equipment:

- **Exponential Growth in Student Enrollment:**
 - Over the last two years, our student team has tripled in growth. This surge in interest is a testament to the success and popularity of broadcasting, production, and creative content creation at Butler Community College.
- **Educational Opportunities for Students:**
 - Our commitment to providing top-notch education in broadcasting and production is unwavering. Upgrading our equipment will ensure that students have access to the latest industry-standard tools, preparing them for successful careers in this rapidly evolving field.
 - The new equipment will enhance hands-on learning experiences, allowing students to work with cutting-edge technology and develop skills that align with current and future industry trends.
 - In addition to entering directly into the workforce, our students have been able to move on from our program to further their education at The University of Kansas, Wichita State University, Kansas State University, and Florida State university, just to name a few.
- **Increased External Demand for High-Quality Productions:**
 - Butler Creative TV is not only an educational hub but also a sought-after production company for community and outside entities. We are receiving a significant number of external job requests that require advanced broadcasting equipment.

- By upgrading our equipment, we can not only meet but exceed the expectations of our clients, positioning Butler Creative TV as a leading provider of high-quality video productions in the region, but also provide significant exposure to our students as they prepare for a future in the production and content creation fields.
- Job Placement Success:
 - The success of our students in securing jobs post-graduation is a testament to the quality of education and practical experience they receive working with BCTV.
 - Investing in advanced equipment will further elevate our students' preparedness for the workforce, increasing their chances of successful job placement in the competitive field of broadcasting and creative video production.
- Strategic Positioning for Future Growth:
 - By staying at the forefront of technological advancements, Butler Creative TV can continue to attract students and external clients. This strategic investment will position us as an industry leader and foster sustained growth, both in student enrollment and in direct revenue, for years to come.

The proposed equipment lease is not just an investment in technology; it is an investment in the future of our students and the continued success of BCTV. By approving this action, the Board of Trustees will ensure that Butler Community College remains a leader in media education and our students are well-equipped, contributing to their success as they move into their chosen careers.

Equipment quotes were received from both B & H and Allied Broadcast. With the financing through Insight Investments, the College can secure best priced equipment from either vendor. Current equipment which was purchased in 2023 by BCTV, has been purchased by Insight Investments and as part of their agreement and then leased back for \$49,988.45 for the April 1, 2024 payment for a savings of \$13,973.13.

The attached lease option will update current equipment and allow for a 6-year refresh cycle.

<u>Payment Date</u>	<u>Payment Amount</u>
4/1/2024	\$ 49,988.45
7/1/2024	\$ 49,988.45
7/1/2025	\$ 49,988.45
7/1/2026	\$ 49,988.45
7/1/2027	\$ 49,988.45
7/1/2028	\$ 49,988.45

RECOMMENDED ACTION:

Approval of lease purchase of BCTV equipment needs.

RECOMMENDED FUNDING SOURCE:

Information Services Budget

Submitted by: Bill Young, Vice President of Digital Transformation/CIO
 Supervisor: Dr. Kim Krull, President
 Date: January 29, 2024

WHY ARE COLLEGES IMPLEMENTING TECHNOLOGY REFRESH STRATEGIES?



Creates a predictable budget for programs, while preserving and maximizing capital



Builds a sustainable refresh model, defers purchase decision instead of locking into particular technology



Keep current on developments in technology



Maintain competitive advantage, retain enrollment and teachers



Take advantage of changes in technology, strategy or program requirements



Offload obsolescence risk, lifecycle management

Lease Payment & Timeline

Purchase Leaseback: \$63,961.58
 New Equipment: \$204,614.03
 Total Equipment Cost: \$268,575.61

Timeline:

- February 14th: Board approval & proposal signed
- February 15th: IFS issues purchase orders and Butler sends IFS all invoices and proof of payment for lease back
- Feb/March: IFS processes acceptance paperwork for purchase lease back reimbursement
- Feb/March: All new equipment delivered
- Lease will be closed and commence 4/1, rate adjustment applicable
- April 1: First Payment Due
- April 1, 2024: Lease Begins
- June 30, 2029: Lease Ends
- Will be a 51 or 63 month lease depending on the term you choose

5 years/63 months

Fair Market Value
Refresh Lease

Payment Date	Payment Amount**
4/1/2024	\$ 49,988.45
7/1/2024	\$ 49,988.45
7/1/2025	\$ 49,988.45
7/1/2026	\$ 49,988.45
7/1/2027	\$ 49,988.45
7/1/2028	\$ 49,988.45



BCTV EQUIPMENT LIST - WINTER 2023					
Item	Description	Online link	List Price	Quantity	Total Price
Sony FE 200-600MM F/5.6-6.3 KIT	Lens	https://www.bhphotovideo.com/c/product/1532686-REG/sony_fe_200_600mm_f_5_6_6_3_g.html	\$ 1,864.98	1	\$ 1,864.98
Sony FE 2x teleconverter	2x focal length extender	https://www.bhphotovideo.com/c/product/1222778-REG/sony_sel20tc_fe_2x_teleconverter.html	\$ 493.20	1	\$ 493.20
Sony FX3 Digital Cinema Camera	Camera	https://www.bhphotovideo.com/c/product/1624226-REG/sony_ilme_fx3_fx3_cinema_camera.html	\$ 3,508.20	1	\$ 3,508.20
Sony NP-FZ100 rechargeable battery pack	batteries	https://www.bhphotovideo.com/c/product/1333269-REG/sony_np_fz100_rechargeable_lithium_ion_battery.html	\$ 55.10	4	\$ 220.40
Blackmagic URSA Studio Viewfinder G2	viewfinder	https://www.bhphotovideo.com/c/product/1674087-REG/blackmagic_design_cineursansvf2_ursa_studio_viewfinder_g2.html	\$ 1,308.96	1	\$ 1,308.96
Magewell Pro convert sdi	SDI converter	https://www.bhphotovideo.com/c/product/1458448-REG/magewell_64040_pro_convert_sdi_plus.html	\$ 461.16	2	\$ 922.32
Porta-Brace Extra long Cinema	camera rig bag	https://www.bhphotovideo.com/c/product/1331551-REG/porta_brace_cinema_long_extra_long_cinema_case.html	\$ 250.29	2	\$ 500.58
Blackmagic G2 Cam	Camera Kit	https://www.bhphotovideo.com/c/product/1674164-REG/blackmagic_design_bmd_cineursamwc6kg2_xa20sx8_5berm_kit_ursa_broad	\$ 11,495.00	1	\$ 11,495.00
Blackmagic URSA Broadcast G2 w/fujinon LA16	camera	https://www.bhphotovideo.com/c/product/1674162-REG/blackmagic_design_bmd_cineursamwc6kg2_la16x8brm_xb1a_kit_ursa_broad	\$ 7,079.40	2	\$ 14,158.80
Blackmagic URSA Studio Viewfinder G2	viewfinder	https://www.bhphotovideo.com/c/product/1674087-REG/blackmagic_design_cineursansvf2_ursa_studio_viewfinder_g2.html	\$ 1,308.96	2	\$ 2,617.92
Fujinon MS-01/X1 Semi Servo Lens	Lens	https://www.bhphotovideo.com/c/product/742467-REG/fujinon_ms_01_x1_ms_01_x1_semi_servo_lens_control.html	\$ 1,606.72	2	\$ 3,213.44
Axler Quick release plate	plate	https://www.bhphotovideo.com/c/product/1379841-REG/axler_qr_vct_14_quick_release_vct_style_plate.html	\$ 89.22	2	\$ 178.44
Prompter Heavy Duty tripod	tripod	https://www.bhphotovideo.com/c/product/1352321-REG/prompter_people_tri_hd300_heavy_duty_tripod_with.html	\$ 392.69	2	\$ 785.38
Blackmagic URSA Studio Viewfinder G2	viewfinder	https://www.bhphotovideo.com/c/product/1674087-REG/blackmagic_design_cineursansvf2_ursa_studio_viewfinder_g2.html	\$ 1,308.96	1	\$ 1,308.96
Blackmagic G2 Cam Kit	camera kit	https://www.bhphotovideo.com/c/product/1674163-REG/blackmagic_design_bmd_cineursamwc6kg2_xa20sx8_5brm_kit_ursa_broad	\$ 8,690.00	1	\$ 8,690.00
Unity Full Broadcast Station			\$ 12,695.00	1	\$ 12,695.00
					\$ -
					\$ 63,961.58



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Federal ID: 13-2718071

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01/04/24

Quote No.: 1102795368

Reference No.: EI00221-P

Sold To: Yolanda Hackler
Butler County Community Coll.
901 S Haverhill Rd
Attn: Accounts Payable
EL DORADO, KS 67042

Ship To:
Butler County Community Coll.
901 S Haverhill Rd
Information Services
Attn: Amy Kerschner
EL DORADO, KS 67042

Bill Phone: (316)321-2222 Ext.:MAIN
Work Phone: (316)323-6861
Fax Phone: (316)323-6010 Ext.:FAX

(316)323-6330

X

Date	Customer Code	Terms	Salesperson	Ship Via	
12/05/23	2895648	N/A	IBI	FDX GROUND	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	2	BLACKMAGIC URSA VIEWFINDER/REG Country of Origin: SINGAPORE In Stock - while supplies last.	BLURSAVF (CINEURSANEVFP)	1,317.60	2,635.20
2	2	BLACK-MAGIC ATEM CAMERA CONTROL PANEL/REG Country of Origin: SINGAPORE In Stock - while supplies last.	BLATEMPANEL (SWPANELCCU4)	2,657.55	5,315.10
3	4	BLACK-MAGIC ATEM 2 M/E CONSTELLATION HD SWITCHER/REG Country of Origin: SINGAPORE Your request for the additional qty has been approved In Stock - while supplies last.	BLATMS21ME2H (SWATEMSCN2/1ME2/HD)	1,464.48	5,857.92
4	1	3PLAY 3P2 2RU UNIT ONLY-PURCH w/TRD-IN/REG Country of Origin: UNITED STATES	NE3P3P22RU (BDL-000000009)	25,645.00	25,645.00
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Federal ID# 13-2768071

Quote No.: 1102795368

Date	Customer Code	Terms	Salesperson	Ship Via	
	2895648	N/A	Slsn	FDX GROUND	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
5	8	<p>In Stock - while supplies last.</p> <p>This Is A "Special Order" Item, And Is Not Returnable.</p> <p>PORTA-BRACE RAIN COVER f/URSA BROADCAST CAMEAR/REG</p> <p>Country of Origin: UNITED STATES</p> <p>Instant Savings 32.47 \$32.47 Instant Savings Exp. 02/28/24</p> <p>This item currently has a price of \$319.00 while supplies last.</p> <p>In Stock - while supplies last.</p>	POCLKURSABC (CLK-URSABC)	274.00	2,192.00
6	2	<p>SACHTLER SYSTEM 25 EFP 2 D DOLLY/REG</p> <p>Country of Origin: COSTA RICA</p> <p>This item currently has a price of ***** while supplies last.</p> <p>In Stock - while supplies last.</p> <p>CONSISTS OF:</p> <p>SA2514 larger box/</p> <p>In Stock - while supplies last.</p> <p>SA2514 smaller box/</p> <p>In Stock - while supplies last.</p>	SA2514 (2514)	9,999.00	19,998.00
9	2	<p>PROMPTER HEAVY DUTY TRIPOD w/CARRY BAG/REG</p> <p>Country of Origin: CHINA</p> <p>In Stock - while supplies last.</p>	PRTRIHD300 (TRI-HD300)	392.00	784.00
Continued on Next Page ...					

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Federal ID#: 13-2768071

Quote No.: 1102795368

Date		Customer Code	Terms	Salesperson	Ship Via		
		2895648	N/A	Slsm	FDX GROUND		
Line No	Qty Ord	Item Description			SKU# MFR#	Item Price	Amount
10	4	BLACKMAGIC URSA STUDIO VIEWFINDER G2/REG Country of Origin: SINGAPORE In Stock - while supplies last.			BLURSASVFG2 (CINEURSANSVF2)	1,308.96	5,235.84
11	2	FUJINON MS-01 SEMI SERVO KIT/REG Country of Origin: JAPAN In Stock - while supplies last.			FUMS01 (MS-01)	1,295.00	2,590.00
12	2	FUJINON XA20SX8.5BERM 20X LENS W/2X EXTENDER/REG Country of Origin: JAPAN In Stock - while supplies last.			FUXA20SX85BE (XA20SX8.5BERM-K3)	4,890.00	9,780.00
13	4	BLACKMAGIC BLACKMAGIC URSA BROADCAST G2 CAMERA/REG Country of Origin: SINGAPORE In Stock - while supplies last.			BLURSABCG2 (CINEURSAMWC6KG2)	3,624.48	14,497.92
14	4	PORTA-BRACE EXTRA LONG CINEMA CS f/LRGER CAM SETU/REG Country of Origin: UNITED STATES Your request for the additional qty has been approved This Is A Special Order Item, And Is Not Returnable. Special Order. 7-14 business days			POCINEMALONG (CINEMA-LONG)	248.00	992.00

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Quote No.: 1102795368

Date		Customer Code	Terms	Salesperson	Ship Via		
		2895648	N/A	Sism	FDX GROUND		
Line No	Qty Ord	Item Description			SKU# MFR#	Item Price	Amount
15	2	PROMPTER ARM f/TRI-HD300 AND HD-500 TRIPODS/REG Country of Origin: CHINA This Is A Special Order Item, And Is Not Returnable. Special Order. 7-14 business days			PRTRIARMHD (TRI-ARM-HD)	32.00	64.00
16	1	2 STRIPE IP CNTRL PNL f/TRICASTER TC1/REG Country of Origin: UNITED STATES In Stock - while supplies last.			NE2SICPT1 (FG-001939-R001)	9,970.00	9,970.00
17	1	TRICASTER 2 ELITE - 3RU/REG Country of Origin: UNITED STATES Special Order. 7-10 business days			NETC2E3RU (FG-002932-R001)	30,395.00	30,395.00
18	1	PROTK ULT COV PLAN f/2 STRIPE CTRL PNL/REG Country of Origin: UNITED STATES Electronic Download. More on the Way			NEPUCP2SCP (PTU-000000019)	1,255.00	1,255.00
19	1	PROTEK ULTRA FOR TRICASTER 2 ELITE/REG Country of Origin: UNITED STATES Electronic Download. More on the Way			NEPUTC2E (PTU-000000001)	3,229.00	3,229.00

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The Professional's Source

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Quote No.: 1102795368

Date	Customer Code	Terms	Salesperson	Ship Via	
	2895648	N/A	Sism	FDX GROUND	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
20	1	4 HOUR PROFESSIONAL SERVICES PLAN/REG Country of Origin: UNITED STATES Electronic Download. More on the Way	NE4HRPSP (PFS-000000003)	829.00	829.00
21	1	ALLEN SQ-5 48 CHANNEL 36 BUS DIGITAL MIXER/REG Country of Origin: CHINA In Stock - while supplies last. PREPAYMENT INSTRUCTIONS BY CHECK OR MY ORDER (US DOLLARS ONLY) Write your quote number on your check or money order. Do not send cash. You will be notified by email as soon as your order is shipped. 1) PAYMENTS SENT BY U.S. MAIL OR U.S.POSTAL SERVICE EXPRESS/PRIORITY MAIL: B&H Photo-Video P.O. BOX 22731 New York, NY 10087-2731 2) PAYMENTS SENT BY FEDEX, UPS or US Postal signature required confirmation, OR OTHER DELIVERY SERVICES: JP Morgan Chase - Lockbox Processing Attn: B&H Photo, Lockbox 22731 4 Chase Metrotech Center 7th Floor East Brooklyn, NY 11245	ALAHSQ5 (AH-SQ-5)	3,116.75	3,116.75
Continued on Next Page ...					

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Page 5 of 6



The Professional's Source

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420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Quote No.: 1102795368

Date	Customer Code	Terms	Salesperson	Ship Via	
	2895648	N/A	Sism	FDX GROUND	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
		Bid does not include \$60,000 needed for camera lenses			
		PLEASE NOTE: ----- **** Please reference your quote number on all PO's **** **** ALL PRICES ARE LISTED IN USD ****			
		Total with \$60,000 for camera lenses	\$204,381.73		
Payment Type - N/A			- Amount	Sub-Total:	144,381.73
				Shipping:	Free STND
				Total:	144,381.73

Customer Copy

Page 6 of 6



4217 W. Wichita Street
Broken Arrow, OK 74012
918-250-5353

Quote

Date	Estimate #
12/15/2023	5003

Name / Address
Butler Community College Matt Jacobs 901 S Haverhill Rd, El Dorado, KS 67042

Ship To
Butler Community College Matt Jacobs 901 S Haverhill Rd, El Dorado, KS 67042

Terms	Rep
Prepaid	DM

Description	Qty	Price	Total
----- *** NEW *** QUOTE - BCTV EQUIPMENT LIST - WINTER 2023 -----			
Blackmagic Design URSA Broadcast G2 Camera MFR #CINEURSAMWC6KG2	4	3,750.00	15,000.00T
USED: Canon XJ60x9BIE USED Includes: Controls, Sled and Case.	2	28,000.00	56,000.00T
Fujinon XA20sx8.5BERM-K3 ENG Lens MFR #XA20SX8.5BERM-K3	2	5,000.00	10,000.00T
Fujinon MS-01 Rear Zoom and Focus Lens Control Kit MFR #MS-01	2	1,350.00	2,700.00T
Blackmagic Design 7" URSA Studio Viewfinder G2 MFR #CINEURSANSVF2	4	1,350.00	5,400.00T
Prompter People - TRI-HD300 Fluid Head Heavy Duty Tripod with Carry Bag MFG #: TRI-HD300	2	465.00	930.00T
Prompter People Pan Handle for HD-300 and HD-500 Tripod Heads MFR #TRI-ARM-HD	2	40.00	80.00T
USED: Vinten Vector 700 (Black) Heavy Duty Tripod Head Includes: 2 Pan Arms + Extension, Mitchell Mount & Wedge Plate - no case	2	9,000.00	18,000.00T

All Prices Reflect a 3% Cash/Check discount and quoted FOB point of origin. Equipment comes with a 2 business day inspection period. Any problems or discrepancies must be reported within this time frame. No warranty unless specifically noted. Any refunds, returns, adjustments will be at the discretion of the company. OK Residents subject to local sales tax.

Buyers responsible for all tax reporting.

Total



4217 W. Wichita Street
Broken Arrow, OK 74012
918-250-5353

Quote

Date	Estimate #
12/15/2023	5003

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

Terms	Rep
Prepaid	DM

Description	Qty	Price	Total
Moog Heavy Duty Tripod Legs	2	2,950.00	5,900.00T
PortaBrace Ultra-Light Long Case for Cinema Camera Rig MFR #CINEMA-LONG	4	275.00	1,100.00T
Portabrace CLK-URSABC Cloak-Style Stadium Rain Cover for URSA Broadcast Camcorder Setups MFG #: CLK-URSABC	8	310.00	2,480.00T
Blackmagic Design ATEM Camera Control Panel SKU BMD-SWPANELCCU4	2	2,750.00	5,500.00T
Blackmagic Design URSA Viewfinder MFR #CINEURSANEVFP	2	1,350.00	2,700.00T
NewTek TriCaster 2 Elite (3 RU) FG-002932-R001	1	25,500.00	25,500.00T
*** PRICE DEPENDANT ON DEAL REGISTRY THROUGH NEWTEK ***			
NewTek 3Play 3P2 Instant Sports Replay System MFR #BDL-000000009	1	23,500.00	23,500.00T
*** PRICE DEPENDANT ON DEAL REGISTRY THROUGH NEWTEK ***			
Blackmagic Design ATEM 2 M/E Constellation HD Live Production Switcher (1 RU) MFR #SWATEMSCN2/1ME2/HD	4	1,500.00	6,000.00T

All Prices Reflect a 3% Cash/Check discount and quoted FOB point of origin. Equipment comes with a 2 business day inspection period. Any problems or discrepancies must be reported within this time frame. No warranty unless specifically noted. Any refunds, returns, adjustments will be at the discretion of the company. OK Residents subject to local sales tax.

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Name / Address
Butler Community College Matt Jacobs 901 S Haverhill Rd, El Dorado, KS 67042

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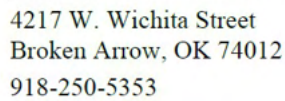
Terms	Rep
Prepaid	DM

Description	Qty	Price	Total
Allen & Heath SQ-5 48-channel Digital Mixer 48-channel Digital Mixer, with 17 Faders, 6 Fader Layers, 32 x 32 USB Interface, and Network Audio Support Item ID: SQ5	3	3,750.00	11,250.00T
Studio Technologies MODEL 204 Dante Compatible Announcers Console with One Dante Talkback Output MFG #: MODEL 204	2	845.00	1,690.00T
Studio Technologies Model 371A Intercom Beltpack Two Channels 4-Pin Male Headset Connector MFG #: M371A	2	545.00	1,090.00T
Studio Technologies Model 373A Intercom Beltpack MFG #: M373A	11	425.00	4,675.00T
Studio Technologies Model 5422A-02 Dante Intercom Audio Engine with 2 Groups of 32 Dante Transmitter & Receiver Channels MFG #: M5422A-02	1	3,000.00	3,000.00T
Clear-Com CC-300-X4 Single-Ear Standard Intercom Headset with 4-pin Female XLR MFG #: CC-300-X4	10	325.00	3,250.00T
MOTU 16A 32x32 Thunderbolt, USB 2.0, AVB Ethernet Audio Interface with DSP MFR #: 9320	1	1,400.00	1,400.00T

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discrepancies must be reported within this time frame. No warranty unless specifically
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Ship To
Butler Community College Matt Jacobs 901 S Haverhill Rd, El Dorado, KS 67042

Terms	Rep
Prepaid	DM

Description	Qty	Price	Total
Buyer is allowed a 2 Business Day Inspection Period to verify condition and/or report any problems.		0.00	0.00
Shipping (Non-Refundable) Buyer responsible for all shipping charges.		0.00	0.00
Total sales tax calculated by AvaTax		0.00	0.00
Select this as a transaction's tax to use AvaTax		0.00%	0.00
<p>All Prices Reflect a 3% Cash/Check discount and quoted FOB point of origin. Equipment comes with a 2 business day inspection period. Any problems or</p>			
		Total	\$207,145.00



4217 W. Wichita Street
Broken Arrow, OK 74012
918-250-5353

Quote

Date	Estimate #
12/15/2023	5004

Name / Address
Butler Community College Matt Jacobs 901 S Haverhill Rd, El Dorado, KS 67042

Ship To
Butler Community College Matt Jacobs 901 S Haverhill Rd, El Dorado, KS 67042

Terms	Rep
Prepaid	DM

Description	Qty	Price	Total
----- ** USED ** QUOTE - BCTV EQUIPMENT LIST - WINTER 2023 -----			
USED: Blackmagic Design URSA Broadcast G2 Camera MFR #CINEURSAMWC6KG2	2	2,750.00	5,500.00T
Blackmagic Design URSA Broadcast G2 Camera MFR #CINEURSAMWC6KG2	2	3,750.00	7,500.00T
USED: Canon XJ60x9BIE USED Includes: Controls, Sled and Case.	2	28,000.00	56,000.00T
Fujinon XA20sx8.5BERM-K3 ENG Lens MFR #XA20SX8.5BERM-K3	2	5,000.00	10,000.00T
Fujinon MS-01 Rear Zoom and Focus Lens Control Kit MFR #MS-01	2	1,350.00	2,700.00T
USED: Blackmagic Design 7" URSA Studio Viewfinder G2 MFR #CINEURSANSVF2	2	950.00	1,900.00T
Blackmagic Design 7" URSA Studio Viewfinder G2 MFR #CINEURSANSVF2	2	1,350.00	2,700.00T
Prompter People - TRI-HD300 Fluid Head Heavy Duty Tripod with Carry Bag MFG #: TRI-HD300	2	465.00	930.00T

All Prices Reflect a 3% Cash/Check discount and quoted FOB point of origin.
Equipment comes with a 2 business day inspection period. Any problems or
discrepancies must be reported within this time frame. No warranty unless specifically
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Residents subject to local sales tax.

Buyers responsible for all tax reporting.

Total

ALLIED BROADCASTGROUP

4217 W. Wichita Street
Broken Arrow, OK 74012
918-250-5353

Quote

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12/15/2023	5004

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Ship To
Butler Community College Matt Jacobs 901 S Haverhill Rd, El Dorado, KS 67042

Terms	Rep
Prepaid	DM

Description	Qty	Price	Total
Prompter People Pan Handle for HD-300 and HD-500 Tripod Heads MFR #TRI-ARM-HD	2	40.00	80.00T
USED: Vinten Vector 70 Heavy Duty Tripod Head Includes: 2 Pan Arms + Extension, Mitchell Mount & Wedge Plate - no case	2	7,500.00	15,000.00T
Moog Heavy Duty Tripod Legs	2	2,950.00	5,900.00T
PortaBrace Ultra-Light Long Case for Cinema Camera Rig MFR #CINEMA-LONG	4	275.00	1,100.00T
Portabrace CLK-URSABC Cloak-Style Stadium Rain Cover for URSA Broadcast Camera Setups MFG #: CLK-URSABC	8	310.00	2,480.00T
Blackmagic Design ATEM Camera Control Panel SKU BMD-SWPANELCCU4	1	1,950.00	1,950.00T
Blackmagic Design ATEM Camera Control Panel SKU BMD-SWPANELCCU4	1	2,750.00	2,750.00T
Blackmagic Design URSA Viewfinder MFR #CINEURSANEVFP	2	1,350.00	2,700.00T
USED: NewTek TriCaster 2 Elite (3 RU) FG-002932-R001	1	19,000.00	19,000.00T

All Prices Reflect a 3% Cash/Check discount and quoted FOB point of origin.
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Description	Qty	Price	Total
NewTek 3Play 3P2 Instant Sports Replay System MFR #BDL-000000009 *** PRICE DEPENDANT ON DEAL REGISTRY THROUGH NEWTEK ***	1	23,500.00	23,500.00T
Blackmagic Design ATEM 2 M/E Constellation HD Live Production Switcher (1 RU) MFR #SWATEMSCN2/1ME2/HD	4	1,500.00	6,000.00T
Allen & Heath SQ-5 48-channel Digital Mixer 48-channel Digital Mixer, with 17 Faders, 6 Fader Layers, 32 x 32 USB Interface, and Network Audio Support Item ID: SQ5	3	3,750.00	11,250.00T
Studio Technologies MODEL 204 Dante Compatible Announcers Console with One Dante Talkback Output MFG #: MODEL 204	2	845.00	1,690.00T
Studio Technologies Model 371A Intercom Beltpack Two Channels 4-Pin Male Headset Connector MFG #: M371A	2	545.00	1,090.00T
Studio Technologies Model 373A Intercom Beltpack MFG #: M373A	11	425.00	4,675.00T
Studio Technologies Model 5422A-02 Dante Intercom Audio Engine with 2 Groups of 32 Dante Transmitter & Receiver Channels MFG #: M5422A-02	1	3,000.00	3,000.00T

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Terms	Rep
Prepaid	DM

Description	Qty	Price	Total
Clear-Com CC-300-X4 Single-Ear Standard Intercom Headset with 4-pin Female XLR MFG #: CC-300-X4	10	325.00	3,250.00T
MOTU 16A 32x32 Thunderbolt, USB 2.0, AVB Ethernet Audio Interface with DSP MFR #: 9320	1	1,400.00	1,400.00T
Buyer is allowed a 2 Business Day Inspection Period to verify condition and/or report any problems.		0.00	0.00
Shipping (Non-Refundable) Buyer responsible for all shipping charges.		0.00	0.00T
Total sales tax calculated by AvaTax		0.00	0.00
Select this as a transaction's tax to use AvaTax		0.00%	0.00
<p>All Prices Reflect a 3% Cash/Check discount and quoted FOB point of origin. Equipment comes with a 2 business day inspection period. Any problems or discrepancies must be reported within this time frame. No warranty unless specifically noted. Any refunds, returns, adjustments will be at the discretion of the company. OK Residents subject to local sales tax.</p> <p>Buyers responsible for all tax reporting.</p>		Total	\$194,045.00

CONSENT AGENDA – APPROVAL OF MINUTES

BUTLER COMMUNITY COLLEGE

BOARD OF TRUSTEES

MINUTES OF THE REGULAR BOARD MEETING

4:30 p.m., Tuesday, January 22, 2024 – Dankert Board Room

Meeting Recording can be viewed at: <https://www.youtube.com/watch?v=GontiD1jjKo>

STAFF ATTENDANCE

Tom Borrego
Zach Cannady
Rodney Dimick
Dr. Julio Guerrero
Jennifer Hartman-Vice
Matt Jacobs
Dr. Kim Krull
Dr. Esam Mohammad
Dr. Jessica Ohman
Bill Rinkenbaugh
Dr. Heather Rinkenbaugh
Dr. Terry Sader
Kelly Snedden
Dr. Phil Speary
Shelley Stultz
Ireland Turner
Kent Williams

BOARD ATTENDANCE

Kim Braungardt
Mary Martha Good
Dr. Aaron Huslig
Linda Jolly, Chair
Forrest Rhodes
Dave Sherrer, Vice-Chair
Shelby Smith

GUESTS

John Buaas
Rhonda Thomas
Kaden Warner, Video

CALL TO ORDER

(YouTube @ 3:45)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 3:59)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 4:21)

Trustee Good moved to add discussion item IX – D, Fleet Replacement to the agenda. Trustee Sherrer seconded the motion, on roll call vote, the motion passed 6-0 with Trustee Winslow absent.

Trustee Smith moved to add the swearing-in of Trustee Huslig as item III-A on the agenda.

Trustee Good seconded the motion. On roll call vote, the motion passed 6-0 with Trustee Winslow absent.

Trustee Smith moved to place Consent Items XI-C, a and b under Board Action Items. Trustee Good seconded. On roll call vote, the motion passed 6-0, with Trustee Winslow absent. Trustee

Smith asked that all additions to the agenda be added to the minutes as well, for ease of reference in the future.

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

SWEARING IN OF NEW TRUSTEE

(YouTube @ 8:14)

Trustee Rhodes administered the Oath of Office to Dr. Aaron Huslig, who assumed his seat on the Board, representing District 1.

ELECTION OF BOARD OFFICERS AND APPOINTMENTS FOR 2024

(YouTube @ 9:56)

Trustee Braungardt nominated Trustee Jolly for Board Chair. Trustee Good seconded. On roll call vote, the nomination passed 7-0. Trustee Jolly assumed the role of Chair.

Trustee Smith nominated Trustee Braungardt for Vice-Chair. Trustee Huslig seconded. Trustee Rhodes nominated Trustee Sherrer for Vice-Chair. Trustee Good seconded. On roll call vote, Trustee Braungardt's nomination failed 3-4, with Trustee Good, Trustee Rhodes, Trustee Jolly and Trustee Sherrer voting nay. On roll call vote, Trustee Sherrer's nomination passed 4-3, with Trustee Braungardt, Trustee Huslig and Trustee Smith voting nay. Trustee Sherrer assumed the role of Vice-Chair.

Trustee Rhodes nominated Trustee Good for Secretary/Treasurer. Trustee Sherrer seconded the motion. On roll call vote, the nomination passed 7-0. Trustee Good assumed the role of Secretary/Treasurer.

The Board appointed Trustee Good as the Kansas Association of Community Colleges (KACC) delegate.

Trustee Good was appointed to the Board Finance Committee. Trustee Sherrer will also serve on this committee as Vice-Chair.

Trustee Rhodes was appointed to serve as the Foundation Board Liaison.

Trustee Sherrer and Trustee Jolly will serve on the Educational Facilities Authority Board.

Trustee Braungardt and Trustee Smith will serve on the Capital Projects team. Trustee Smith suggested that the Board explore having a FORVIS liaison. Dr. Krull reminded Trustees that if they would like to add a new officer/appointed position that they would need to change Board Bylaws first, to do so.

RECOGNITIONS

(YouTube @ 21:50)

There were no recognitions this month.

Trustee Smith acknowledged that Dr. Esam Mohammad has been selected as an HLC Peer Reviewer and the Board congratulated him on that achievement.

PUBLIC COMMENT

(YouTube @ 23:11)

John Buaas, Faculty, provided public comment regarding the topic of due process and negotiations.

STANDING REPORTS

Student Government Association – There was no SGA report this month, as students have just recently returned for the semester.

Operational Staff – There was no Operational Staff Report this month.

Professional Employees (YouTube @ 29:36) – Dr. Sader spoke to the Board about the status of the Fact Finding process and preparations for the upcoming hearing. He shared that the hearing date will be April 10-11. He encouraged the Board to attend the hearing, and indicated that he will inform the board of the time and location. He indicated that he hopes that a resolution can be agreed upon prior to the hearing.

Board Finance Committee (YouTube @ 32:46) – The Finance Committee did not meet this month.

Foundation Board Report (YouTube @ 32:51) – Trustee Rhodes shared that the next meeting will be in February and he will look forward to sharing a report at the March meeting. Trustee Good asked when the Foundation's annual auction will be held (Friday, March 1).

President's Report (YouTube @ 33:08) – Dr. Krull introduced Dr. Phil Speary and Dr. Heather Rinkenbaugh as co-interim VPAs for the spring semester after Dr. Nevill's departure. She shared that the search for a new VPA is underway, with plans to have someone in place by July 1.

Dr. Krull shared that she participated in Donuts with the Legislators at the Capital, sponsored by KACC. She scheduled several meetings with representatives during her time in Topeka to thank them for their work on behalf of community colleges, as well as talk about other topics of mutual interest. She also shared that all community colleges present at the capital signed a Memorandum of Understanding with FHSU for Nursing. This is the first agreement of its kind, as a blanket MOU for the program.

Foundation Auction planning and prep is underway for the March 1 event. Trustees will see an invitation to that event very soon.

The 2024 NCAA College Football Playoff had a former Butler Grizzly on the sidelines. Derby High School graduate and Butler CC football alum Sherron Moore served as the offensive coordinator for the Michigan Wolverines. Moore also served as interim head coach for a few games earlier in the season.

Dr. Krull thanked Ireland Turner and the Facilities team for their work to stay on top of heating issues and frozen pipes during the extreme weather.

Dr. Peter Linden is the new Dean in the Career & Technical Education department. Dr. Krull shared that he will be at a future Board meeting for a formal introduction to the Trustees.

Dr. Krull thanked the 29 people in student services who were working behind the scenes on January 16 when the College was closed due to inclement weather, to keep enrolling and advising students.

Dr. Krull shared the state-wide EMSI study of the community college system. Community Colleges in Kansas contribute a cumulative \$6.7 billion in economic impact to the state of Kansas and support more than 106,000 jobs. This includes not only the operational and capital impacts, but also student spending impacts and alumni impacts.

Dr. Krull informed the Trustees that the expenditure reports that come each month will begin to come in an encrypted format to protect the college from cybersecurity threats. Trustees will receive instructions to access the information in the coming weeks.

Finally, Dr. Krull shared a thank you note from FBLA thanking the Board for their support of their program.

Trustee Smith asked for an enrollment update. Dr. Ohman shared that the College is 99% of the way to the credit hour goal of 55,887. Trustee Smith asked if there was a plan to address the upcoming enrollment cliff. Dr. Krull shared that faculty, Deans and administrators are working on a plan to address it. Dr. Krull stated that more information will be shared at a future meeting. Trustee Smith asked if anything has been implemented to address the Spanish speaking community. Dr. Ohman shared that recruiting materials are available in Spanish, as well as attending Hispanic-centric events. Kelly Snedden shared that Marketing is working on a radio spot with Radio Lobo to address Spanish speaking families. She also shared that Marketing and Advising are working together to address the Spanish population specifically.

Educational Facilities Authority Report (YouTube @ 51:07) – EFABC will meet the second Wednesday of every month. Trustee Sherrer indicated that the next big item on the agenda for EFABC will be turf replacement and the infrastructure work that goes with it. Trustee Jolly asked if there would be a cost to the college. Dr. Krull shared that most of it is being fundraised, and there will be more information at a future Board meeting.

MONITORING REPORTS

There was no monitoring report this month.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

- A. Higher Learning Commission Interim Monitoring Report (YouTube @ 52:40) – Dr. Krull indicated that the Board will need to begin to address what will be included in the Interim Monitoring report that is due to the Higher Learning Commission by March 31. Trustee Jolly began a first draft of the report to serve as a starting point that she shared with Trustees. Trustee Jolly shared a copy of a poster that outlines the Guide to Ethical Governance that is currently being utilized by another college for the board to consider. Trustee Smith again presented the Affirmation of Service and Standards of Good Practice that he had made changes to. Trustee Jolly indicated that the report should not only include immediate action items, but actions that can be completed over a period of time. Trustee Good and Trustee Sherrer both suggested training items that could be implemented and included in the report. Trustee Smith expressed that the report needs to focus on the fact that the Board understands the division of power within the College and address any issues concisely. Dr. Speary indicated that he could provide the Board with a structure for the report that the Board could work from. A draft narrative will be put together for the entire board to review and make suggestions to.

- B. Board Governance – KORA Report (YouTube @ 1:17:52) – Kent Williams explained that these reflect a summary of requests received over the last quarter by the public. Trustee Smith asked if there were any items of concern for the Board. Kent Williams indicated that he didn't believe that anything rose to a level of concern.
- C. Fleet Replacement (YouTube @ 1:22:23) – Ireland Turner stated that Facilities Management has explored utilizing Enterprise for fleet management. Over the last several years, there has been difficulty finding vehicles at affordable prices. He plans to present a proposal to begin working with Enterprise at next months' Board meeting. The budget for fleet replacement already exists. Kent Williams indicated that next month's proposal is simply for the agreement to utilize Enterprise, and that any leasing would be brought forth for approval as the leases come up. Trustee Good asked if there was an option to buy out the lease and Turner shared that there is, but leases would have to be completed. He also shared that vehicles would be tagged under Butler Community College, in Kansas.

BOARD ACTION ITEMS

- A. 2024-2025 High School Articulation Agreements (YouTube @ 1:26:54) – Dr. Heather Rinkenbaugh shared that High School Articulation Agreements are all high school career and technical education classes offered in the classroom, taught in the high schools. If the curriculum mirrors or is like what is being taught at BCC, Butler faculty will sign off on those classes as being articulated credit. Many times, it is considered elective credit, and is meant to recruit students to Butler. To receive the credit students must apply for that credit and complete twelve hours at Butler. These agreements are put in place with individual districts and articulated through the Kansas Department of Education.
- B. Proposed Revisions to the Early Childhood Education AAS, Early Childhood Education certificate (Cert B) and Early Childhood Business Certificate (Cert A) (YouTube @ 1:30:48) - Dr. Julio Guerrero shared that Early Childhood Education shared that the department discovered that prerequisites were needed for some courses to ensure students are prepared for the course. He shared that these essentially create a stackable certificate, which would require students to complete only four courses to complete the AAS on completion of the certificate programs. Trustee Good asked how these programs aligned with Head Start. Dr. Guerrero stated that the advisory group had been involved in the revisions and provided unanimous approval for the changes.

Trustee Smith moved to approve the 2024-2025 High School Articulation Agreements and the Proposed Revisions to the Early Childhood Education AAS, Early Childhood Education certificate (Cert B) and Early Childhood Business Certificate (Cert A). Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.

CONSENT AGENDA

(YouTube @ 1:37:01)

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

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad
(YouTube @ 1:37:21)

Trustee Smith asked Dr. Ohman about the Inclusion Council information that was included in the December Board Book and was concerned the college was going to discriminate in hiring practices. All Trustees and administration did not have the information from the December meeting available so there was difficulty addressing the specific questions. He expressed that he doesn't believe the College needs to focus on dividing people and feels that this goal is

discriminatory. Dr. Rinkenbaugh shared that there is a hyperfocus on race, when diversity is well beyond race, including first-gen college students. Shelley Stultz provided information about efforts to attract diverse candidates to the College's candidate pool for open job postings. Trustees engaged in significant discussions around the hiring processes and discrimination. Dr. Krull and Shelley Stultz indicated that the non-discrimination policy is published on the website, applicant tracking system and employee handbook, among other places.

Trustee Smith asked Dr. Mohammad how we can better attract first-generation students. He asked about prioritizing scholarships for this group of students. Dr. Ohman shared that a taskforce has been assembled to assist first generation students. Currently, the focus of the group is on current first-gen students, including resource fairs and podcasts to encourage students. Trustees continued conversations around specific programs aimed at first generation students that are currently in process.

Statement of Revenue & Expenditures – Submitted by Kerry Potter

Trustee Good asked about Mandatory Transfers. Kent Williams explained that this is the College's debt service.

Thank You Notes

(YouTube @ 2:04:01)

Dr. Krull shared a thank you note from Barney Barnhard with the Board.

Board Calendars

(YouTube @ 2:04:56)

Dr. Krull shared that spring events are ramping up and that Trustees would notice the Board Calendar starting to have more activities and events as we move through the semester.

EXECUTIVE SESSION

(YouTube @ 2:05:34)

Trustees engaged in discussion about potentially having part of executive session that excludes President Krull for discussion of non-elected personnel and hiring processes relating to the Vice President of Academics.

Trustee Huslig moved that the Board recess into executive session to discuss negotiations, pursuant to the open meetings exceptions for said matters relating to employer-employee negotiations and that the Board, President Kim Krull, Bill Rinkenbaugh, Shelley Stultz, Dr. Phil Speary and Kent Williams be included, and discussion relating to non-elected personnel, which if discussed in open session might violate their right to privacy with the Board and President Kim Krull included. The meeting will resume in the Dankert Trustee Board Room within 45 minutes. Trustee Sherrer seconded the motion. Trustee Smith moved to amend the motion to recess into executive session for 20 minutes, to include Trustees only for discussion of non-elected personnel. Trustee Braungardt seconded the motion to amend. On roll call vote the amendment failed 2-5, with Trustee Good, Trustee Jolly, Trustee Rhodes, Trustee Huslig and Trustee Sherrer voting nay. On roll call vote the original motion passed 7-0.

ENTER EXEC SESSION @ 6:51pm

RETURN TO OPEN SESSION @ 7:32pm

Trustee Good moved that the Board recess into executive session to discuss non-elected personnel, which if discussed in open session might violate their right to privacy with the Board

and President Kim Krull included. The meeting will resume in the Dankert Trustee Board Room within 15 minutes. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 7:35pm
RETURN TO OPEN SESSION @ 7:50pm

Trustee Smith moved that the Board recess into executive session to discuss non-elected personnel, which if discussed in open session might violate their right to privacy with the Board and President Kim Krull included. The meeting will resume in the Dankert Trustee Board Room within 5 minutes. Trustee Rhodes seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 7:55pm
RETURN TO OPEN SESSION @ 7:59pm

(YouTube @ 3:34:12)

Chair Jolly took a moment to recap data and information requests for the next meeting that include HLC Draft, Turf Replacement costs by March, Fleet Replacement, Core Communities, Redler Signage, and a Hiring Process update relating to Equity and Diversity. In the future, discussion of enrollment that includes apprenticeship dollars, technology solutions, reporting on declining areas, etc. as well as the benefits of a Board liaison for Forvis information. She also indicated that Legislative Post Audit on Athletics will be presented in February. Trustee Smith indicated that he would like more information on each of the Vice President's areas. Trustee Good would like an update on Butler 2000.

ADJOURNMENT

(YouTube @ 3:39:37)

Trustee Sherrer moved to adjourn the meeting. Trustee Good seconded. On roll call vote, the motion passed 7-0. The regular meeting of January 22, 2023 was adjourned at 8:11pm.

Mary Martha Good - Secretary

***Attachments (These items were additions to the agenda and/or were not available at the time the original Board Book was printed):**

- Fleet Replacement Topic for Discussion
- KPI Update
- December 2023 Revenues and Expenditures
- December 2023 Bills and Warrants

TOPIC for DISCUSSION
Butler Community College Fleet Replacement

REPORT:

Butler Community College is actively seeking an improved solution for the management of its aging fleet. Currently, the fleet consists of over 32 vehicles, ranging from 6 to 20 years old, with only 3 being under 5 years old.

Historically, the facilities management team aimed to replace between 4 to 5 vehicles annually before the onset of the COVID-19 pandemic. Unfortunately, since the spring of 2020, the college has encountered challenges in procuring vehicles through the state contract, either from the factory or local dealerships. Even when vehicles are located, their prices have doubled compared to pre-COVID costs. The search for 15-passenger vans continues, exploring options from both dealerships and state contracts.

To return to a normal replacement cycle, Butler will need to replace 6 vehicles per year, incurring an estimated annual cost of \$240,000 if prices remain stable.

Exploring leasing options provides Butler with the advantage of leveraging Enterprise's purchasing power to secure fleet vehicles at a more affordable rate. Upgrading to a newer fleet is anticipated to yield savings in facilities maintenance and fuel budgets along with providing safer vehicles to our stakeholders.

We've included an overview of Enterprise Fleet Management for Butler Community College, encompassing leasing objectives, replacement and resale schedules, leasing agreement details, and insights into leveraging Enterprise's purchasing power for vehicle provision. The document outlines anticipated results and savings, presents a list of educational institutions and municipalities currently engaged in Enterprise leasing, and provides a brief profile and analysis of Butler Community College's fleet, along with estimated year 1 costs for the program. Additionally, the synopsis offers case studies, such as the City of Lenexa, illustrating potential savings, and highlights available technologies for cost tracking.

The Facilities Management team intends to present a TFA at the February board meeting, recommending the approval of an agreement with Enterprise as our fleet procurement agent. This proposal specifically focuses on commencing the development of a replacement plan with Enterprise Fleet Management, without requesting leasing funds.

RECOMMENDED ACTION:

No action at this time.

RECOMMENDED FUNDING SOURCE:

Facilities Fleet Replacement Budget

Submitted by: Ireland Turner, Director of Facilities Management

Supervisor: Kent Williams, VP of Finance

Date: February 1, 2024



Fleet Synopsis | Butler Community College

Piggyback the Sourcewell Awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of Butler Community College
- Supports the College's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE SITUATION

Butler Community College is looking for a solution to better manage its aging fleet. 40 of the 61 light and medium duty vehicles do not contain the most up-to-date safety features, such as airbag standardization, anti-lock brake control, and Electronic Stability Control, which according to the Highway Traffic Safety Administration, is the most important safety feature since the invention of the seatbelt.

- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take over 12 years to cycle through the entire fleet with the current acquisition strategy.

THE OBJECTIVES

Enterprise Fleet Management's proposal will save College resources and budget dollars through a managed vehicle program:

- Utilize an open-end lease* as a funding mechanism, allowing Butler CC to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repair expenses will be reduced as the age of vehicles is lowered and the integration of more fuel-efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The college receives flexibility of ownership, as well as net equity from sale at time of disposal.

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated Butler Community College will create a long-term sustainable cost savings of over 8% of their light duty fleet while replacing the heavily aged fleet with newer, safer, and more reliable vehicles. This is expected to reduce maintenance costs by 68% and fuel costs by 38%. **Overall, the Enterprise Fleet Management Program is expected to save the College nearly \$800,000 on their light duty fleet over the next 10 years compared to its current strategy, and reducing the average age of the fleet from 12 years to under 5 years.**

Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, Butler CC will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% of Black Book (commercial vehicle) values.

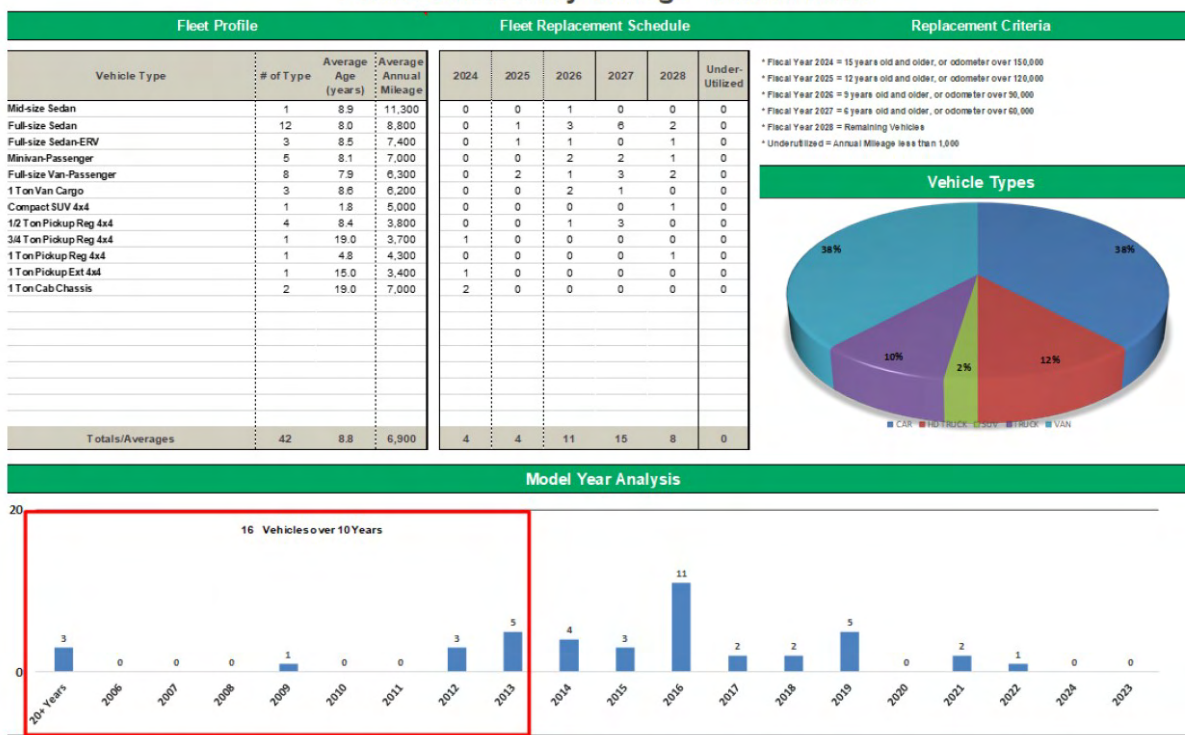
Some other Colleges, School Districts, and municipalities currently partnered with Enterprise Fleet Management are Hutchinson Community College, William Jewell College, University of Missouri, Oklahoma State, University of Oklahoma, the School Districts of: Wichita USD 259, Olathe USD 233, Goddard USD 265, Haysville USD 261, Salina USD 305, Geary County USD 475, Spring Hill USD 230, St. Joseph, Hickman Mills, Raytown, and Kansas City, MO; Cities of: Lenexa, Prairie Village, Leavenworth, Salina, Valley Center, Arkansas City, Andover, Independence, Raymore, Smithville, Gladstone, Harrisonville, Branson, Camdenton, Lake Ozark, and many others. Other municipalities partnered with EFM include the Counties Jackson, Ray, Shawnee, Leavenworth, Geary, UG of Wyandotte, Ellis, and many others. References are available upon request.

Brandon Scott
Account Executive
5359 Merriam Dr
Merriam, KS 66203
Cell: 816-591-5565
Brandon.J.Scott@efleets.com

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Supporting Evidence | Butler Community College

Butler Community College - Fleet Profile



Pricing Summary | Butler Community College

Quantity of Vehicles Year 1	20
Lease Cost Year 1	\$157,744
One Time Aftermarket Cost	\$16,500
Total Capital Budget Outlay Year 1	\$174,244
Estimated Resale Proceeds From Owned Vehicles	\$141,475
Total Year 1 Estimated Capital Budget Impact	\$32,769

CASE STUDY | CITY OF LENEXA



The City of Lenexa see big savings with new fleet vehicles.

BACKGROUND

Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

THE CHALLENGE

The City of Lenexa was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."

— Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

22%
SAVINGS
IN FUEL COSTS



REDUCED MAINTENANCE
SPEND BY
70%

6%
TOTAL SAVINGS
WITH FLEET AGE
LESS THAN 5 YEARS



Program Resources | Butler Community College

ACCOUNT MANAGEMENT

Butler Community College will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 3 times per year: 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Client Strategy Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges.

PRODUCTS

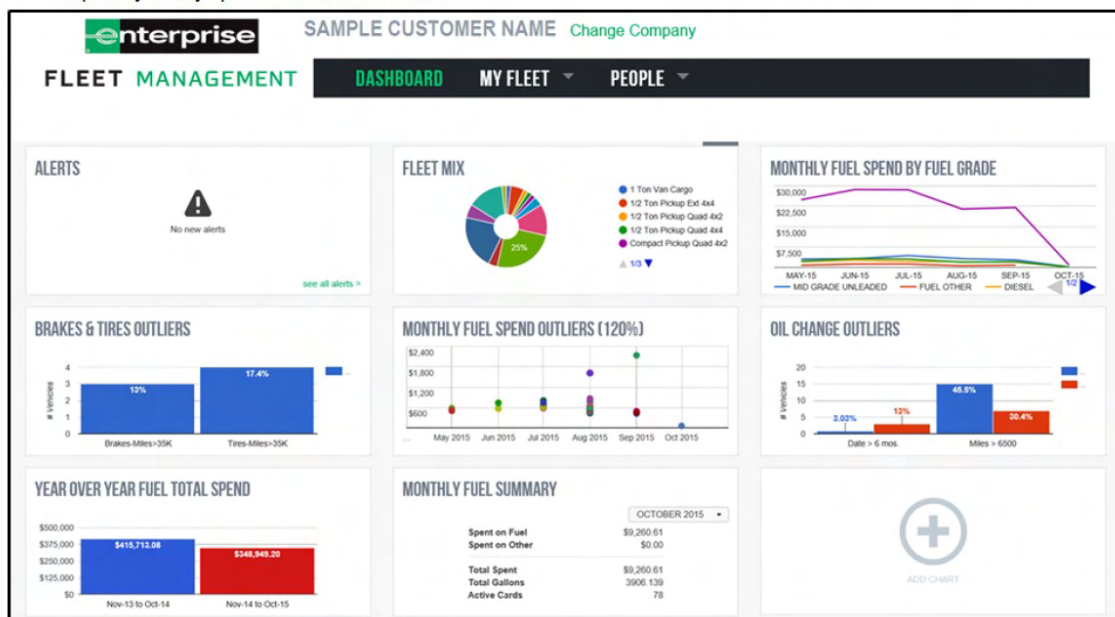
Enterprise Fleet Management has the ability to offer a total fleet solution should the College need further evaluation of the fleet. These can include:

- Buyout options to increase capital budget in VERP/VERF
- Fuel Cards
- Telematics Devices
- Physical Damage, Liability, Accident Management Coverage

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices** - To include lease, maintenance, and ancillaries - all in one invoice
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units are approaching the lease term and still have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise; view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



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REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Tom Nevill, Deans, and Tom Borrego
Report for the BOT meeting of	January 9, 2024
Strategic Goal: Drive Institutional Sustainability & Growth	Priority 1(a): Strengthen internal and external partnerships to develop new funding sources

Narrative

Form at least 6 new partnerships that result in direct academic or non-academic program support.

Current Outcomes

Foundation

The Foundation has created four new partnerships and is working with the college on funding for a department expansion in Winfield, KS. These include Big Brothers and Big Sisters of Kansas, Chef's Table (a donor giving club for culinary), a new fundraising event supporting the auto tech program that partners with classic car enthusiasts and equipment support for a nursing instruction partnership with Southwestern College (Winfield, KS) and William Newton Hospital (Winfield, KS).

Fire and EMS Education and the Butler County Department of Public Safety:

The Butler Community College Fire & EMS Education Department offered a FS 212 - Emergency Medical Technician (EMT) course at the Butler County Public Safety Building in Augusta, Kansas. This accommodated the request of the Augusta Department of Public Safety, who needed its personnel to become certified EMTs. A total of nine students completed the 12-credit hour course, and this partnership allows Fire & EMS Education to offer additional sections in Augusta until the end of 2023-24 academic year.

Action items for future outcomes

Big Brothers and Big Sisters of Kansas: The Foundation obtained a \$50,000 grant in the 2nd quarter from Bank of America to underwrite the costs for a mentor program that will recruit 1st generation students to Butler Community College and retain them as students. The Foundation, along with Butler Community College's Enrollment Management Team and BBBS will be creating the program delivery plan in the 3rd quarter of the fiscal year.

Chef's Table: The Foundation created a giving club in the 2nd quarter that will provide a minimum of \$100,000 per year to the program through membership. This giving club will host 2-3 food events that are exclusive to the membership. Funds will be used by the culinary department for program support. Events should occur in 3rd and 4th quarters.

Classic Car Event: The Foundation has engaged a local donor to support the auto tech program through a car show event. Event planning will occur in the 3rd quarter. The event will occur in the 4th quarter. Funds raised to be determined.

Build My Future Event: The Marketing Department and the Foundation have partnered with the Wichita Area Builders Association along with its membership to create a regional recruitment event that will attract high school students to construction technology programs and the profession. Modeled after events in Tulsa, OK, Oklahoma City, and Topeka, Kansas, Wichita's event will occur in the 3rd quarter and be held at Century II. This event is set to attract 1,000 students from the region. Our goal is to improve recruitment opportunities for the construction technology program, nurture new donor relationships in the construction field and create donor support for Butler's construction technology program.

Nursing Expansion and Equipment: Internal conversations were held in the 2nd quarter to understand the financial commitment and involvement of the Butler Community College and the Butler Community College Foundation as it relates to support of space and equipment needs of the nursing program in Winfield, KS.

Jobs for the Future (JFF): The Online High School, and Community Learning division was accepted to the Prison Education Program CTE Accelerator Network led by JFF. The El Dorado Correctional Facility and Adult Education staff are engaged in regular meetings to discuss opportunities for incarcerated students at El Dorado Correctional Facility, include Career and Technical Education, access to federal financial aid through second chance pell, and resources for faculty, staff, and students for prison education. This group collaborates with prison programs across the country to reduce barriers and advance access for incarcerated students. JFF also serves as a resource as Butler works to apply to become a Prison Education Program.

Fine Arts Program: The Foundation and the Fine Arts are re-launching a tiered giving program that will begin in the 3rd quarter at the Faculty Recital.

The Foundation secured funding for the music department to restore a grand piano with funds donated by David and Shirley Longfellow. The Headliners also purchased new costumes and shoes with money from an endowment.

Strategic Alignment

Drive Institutional Sustainability & Growth: (1) Strengthen internal and external partnerships to develop new funding sources with a goal of 6 new partnerships that result in direct academic or non-academic support.

TOPIC for ACTION
December 2023 Bills and Warrants

REPORT

Bills and Warrants for December 2023 - \$3,663,153.32 (includes Expenditure Approval List - \$830,119.37 and Payroll - \$2,833,033.95).

RECOMMENDED ACTION:

Approval of December 2023 bills and warrants.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Sariah Wilson, Assistant Director – Accounts Payable

Supervisor: Yolanda Hackler, Director - Accounts Payable

Date: January 2, 2024

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 12/31/2023

FISCAL YEAR 24, PERIOD 06
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	15,187,383	3,025,147	83.39%	17,626,486	15,002,097	2,624,389	85.11%
Local Sources	14,250,037	1,300,296	12,949,741	9.12%	14,250,077	1,225,514	13,024,563	8.60%
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	16,160	3,440	82.45%	17,781	9,800	7,981	55.12%
Other Sources	1,332,375	707,751	624,624	53.12%	666,023	329,498	336,526	49.47%
Transfers	82,134	0	82,134	0.00%	82,134	0	82,134	0.00%
TOTAL REVENUES:	53,656,836	27,467,907	26,188,929	51.19%	52,069,037	26,411,871	25,657,166	50.72%
EXPENSES:								
Instruction	16,051,098	6,956,030	9,095,068	43.34%	16,407,142	6,854,840	9,552,302	41.78%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Academic Support	4,104,733	1,668,618	2,436,114	40.65%	3,700,996	1,633,162	2,067,834	44.13%
Student Services	7,346,114	3,375,220	3,970,894	45.95%	7,013,971	3,186,107	3,827,864	45.43%
Institutional Support	21,902,207	11,660,687	10,241,520	53.24%	19,556,382	9,699,088	9,857,293	49.60%
Physical Plant Operations	3,879,552	1,638,354	2,241,198	42.23%	3,301,642	1,591,110	1,710,532	48.19%
Student Financial	3,427,004	1,843,713	1,583,291	53.80%	3,402,269	1,910,691	1,491,578	56.16%
Auxiliary Enterprise	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES:	56,710,707	27,142,623	29,568,084	47.86%	53,382,402	24,874,997	28,507,405	46.60%
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)	(655,323)			(3,299,746)	845,170		
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>9,900,399</u>			<u>6,575,583</u>	<u>10,720,499</u>		

BILLS AND WARRANTS

TOPIC for ACTION
January 2024 Bills and Warrants

REPORT

Bills and Warrants for January 2024 - \$3,224,800.27 (includes Expenditure Approval List - \$1,072,525.66 and Payroll - \$2,152,274.61).

RECOMMENDED ACTION:

Approval of January 2024 bills and warrants.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Sariah Wilson, Assistant Director – Accounts Payable

Supervisor: Yolanda Hackler, Director - Accounts Payable

Date: February 1, 2024

RATIFICATION OF AGREEMENTS & CONTRACTS

TOPIC for ACTION

Clinical Affiliation Agreement with Lakepoint of El Dorado

REPORT

Butler Community College and Lakepoint of El Dorado enter into an agreement to furnish a clinical lab experience for students in Allied Health.

RECOMMENDED ACTION:

Board approval to contract with Lakepoint of El Dorado.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Janet Schueller, Associate Dean – HEP

Supervisor: Julio Guerrero, Dean – HEP

Date: January 17, 2024

AGREEMENT

Between

BUTLER COMMUNITY COLLEGE

And

**Lakepoint El Dorado LLC
1313 S. High Street
El Dorado, KS 67042**

This agreement between the Butler Community College, hereinafter called College, and **Lakepoint El Dorado LLC**, hereinafter called the Nursing Center, entered into on this date, January 2024 shall be effective until terminated by either party, by giving the other party thirty (30) days' notice in writing of their intent to terminate.

The Facility and the College, both being desirous of cooperating in a plan to provide clinical education experiences for geriatric nurse aide students and other related courses, both mutually agree as follows:

1. The College assumes full responsibility for offering a certified geriatric nurse aide course and other related courses. Its faculty will be qualified both as teachers and as competent practitioners of nursing.
2. The Nursing Center will maintain the standards required for an adult care home by the State of Kansas.
3. The Nursing Center will make available to the students of the College the clinical facilities of the institution including necessary equipment and supplies for giving direct care to residents, will provide adequate classroom and conference room space, and will allow for the use of available instructional material.
4. The faculty of the College will plan and conduct all classroom and directed learning experiences of the students. They will go through the Nursing Center's administration for making plans for observation and practice and will notify the Nursing Center's administration in advance of its planned schedule of classes, including date, number of students, and types of experiences.
5. The College will provide instructor(s) for teaching and supervision of students assigned to directed learning experiences and retains direct responsibility for the control, supervision, and evaluation of its students.

6. The Nursing Center will provide adequate staffing in the clinical areas so that no student or faculty member will be expected to give service to patients in the Nursing Center apart from that rendered for its educational value as a part of the planned geriatric nurse aide education and other related courses.
7. Students and faculty of the College will abide by existing rules and regulations of the Nursing Center insofar as they may pertain to their activities while in the Nursing Center. The College will assume the responsibility for maintaining discipline among its students and will consider any breach in confidentiality to be an infraction of the rules and regulations of the Nursing Center calling for appropriate discipline.
8. The Nursing Center will provide an opportunity for the faculty to keep up-to-date with nursing policies by attending appropriate meetings and receiving bulletins regarding changes.
9. Members of both the Nursing Center nursing staff and the faculty of the College will cooperate in concurrent and terminal evaluation of these experiences.
10. The College will provide the Nursing Center with an appropriate certificate of insurance stating that each student, faculty member, or other agent of the College, while performing any of the duties or services arising in the performance of this Agreement, shall have liability insurance in a minimum amount of one million dollars (\$1,000,000.00). A copy of the policy or a certificate of insurance providing coverage to cover the Academic Term is to be attached to this Agreement. The College will hold the Nursing Center harmless from any and all persons resulting from the operations of the College's educational program including the faculty and students.
11. The Nursing Center agrees to provide liability coverage for the operation of its facility and to save and hold harmless the College for and against any and all liability for damages to any person and/or property of any and all persons resulting from the operations of the Nursing Center, exclusive of the services performed by the College, its faculty, and students hereunder.
12. The Nursing Center will regard students of the College, when assigned for clinical experience, as having the status of learners who will not replace Nursing Center employees.

BUTLER COMMUNITY COLLEGE

DR. KIMBERLY KRULL
President

Date

Janet Schueller, MSN RN, CNE
Associate Dean of Health, Education and Public Services

Date

Lakepoint El Dorado LLC

Lori Dashner
Administrator, Lakepoint El Dorado

Date

TOPIC for ACTION
Clinical Affiliation Agreement with Salem Home

REPORT

Butler Community College and Salem Home enter into an agreement to furnish a clinical lab experience for students in Allied Health.

RECOMMENDED ACTION:

Board approval to contract with Salem Home.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Janet Schueller, Associate Dean – HEP

Supervisor: Julio Guerrero, Dean – HEP

Date: January 17, 2024

AGREEMENT

Between

BUTLER COMMUNITY COLLEGE

And

**Salem Home
704 S Ash St
Hillsboro, KS 67063**

This agreement between the Butler Community College, hereinafter called College, and **Salem Home**, hereinafter called the Nursing Center, entered into on this date, January 2024 shall be effective until terminated by either party, by giving the other party thirty (30) days' notice in writing of their intent to terminate.

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1. The College assumes full responsibility for offering a certified geriatric nurse aide course and other related courses. Its faculty will be qualified both as teachers and as competent practitioners of nursing.
2. The Nursing Center will maintain the standards required for an adult care home by the State of Kansas.
3. The Nursing Center will make available to the students of the College the clinical facilities of the institution including necessary equipment and supplies for giving direct care to residents, will provide adequate classroom and conference room space, and will allow for the use of available instructional material.
4. The faculty of the College will plan and conduct all classroom and directed learning experiences of the students. They will go through the Nursing Center's administration for making plans for observation and practice and will notify the Nursing Center's administration in advance of its planned schedule of classes, including date, number of students, and types of experiences.
5. The College will provide instructor(s) for teaching and supervision of students assigned to directed learning experiences and retains direct responsibility for the control, supervision, and evaluation of its students.
6. The Nursing Center will provide adequate staffing in the clinical areas so that no student or faculty member will be expected to give service to patients in the

Nursing Center apart from that rendered for its educational value as a part of the planned geriatric nurse aide education and other related courses.

7. Students and faculty of the College will abide by existing rules and regulations of the Nursing Center insofar as they may pertain to their activities while in the Nursing Center. The College will assume the responsibility for maintaining discipline among its students and will consider any breach in confidentiality to be an infraction of the rules and regulations of the Nursing Center calling for appropriate discipline.
8. The Nursing Center will provide an opportunity for the faculty to keep up-to-date with nursing policies by attending appropriate meetings and receiving bulletins regarding changes.
9. Members of both the Nursing Center nursing staff and the faculty of the College will cooperate in concurrent and terminal evaluation of these experiences.
10. The College will provide the Nursing Center with an appropriate certificate of insurance stating that each student, faculty member, or other agent of the College, while performing any of the duties or services arising in the performance of this Agreement, shall have liability insurance in a minimum amount of one million dollars (\$1,000,000.00). A copy of the policy or a certificate of insurance providing coverage to cover the Academic Term is to be attached to this Agreement. The College will hold the Nursing Center harmless from any and all persons resulting from the operations of the College's educational program including the faculty and students.
11. The Nursing Center agrees to provide liability coverage for the operation of its facility and to save and hold harmless the College for and against any and all liability for damages to any person and/or property of any and all persons resulting from the operations of the Nursing Center, exclusive of the services performed by the College, its faculty, and students hereunder.
12. The Nursing Center will regard students of the College, when assigned for clinical experience, as having the status of learners who will not replace Nursing Center employees.

BUTLER COMMUNITY COLLEGE

DR. KIMBERLY KRULL
President

Date

Janet Schueller, MSN RN, CNE
Associate Dean of Health, Education and Public Services

Date

Salem Home

Peter Mungai
CEO, Salem Home

Date

TOPIC for ACTION
Clinical Affiliation Agreement with Derby Health & Rehab

REPORT

Butler Community College and Derby Health and Rehab enter into an agreement to furnish a clinical lab experience for students in Allied Health.

RECOMMENDED ACTION:

Board approval to contract with Derby Health & Rehab

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Janet Schueller, Associate Dean – HEP

Supervisor: Julio Guerrero, Dean – HEP

Date: January 17, 2024

AGREEMENT

Between

BUTLER COMMUNITY COLLEGE

And

**Derby Health & Rehab
731 Klein Circle
Derby, KS 67037**

This agreement between the Butler Community College, hereinafter called College, and **Derby Health & Rehab**, hereinafter called the Nursing Center, entered into on January 17, 2024 shall be effective until terminated by either party, by giving the other party thirty (30) days' notice in writing of their intent to terminate.

The Facility and the College, both being desirous of cooperating in a plan to provide clinical education experiences for geriatric nurse aide students and other related courses, both mutually agree as follows:

1. The College assumes full responsibility for offering a certified geriatric nurse aide course and other related courses. Its faculty will be qualified both as teachers and as competent practitioners of nursing.
2. The Nursing Center will maintain the standards required for an adult care home by the State of Kansas.
3. The Nursing Center will make available to the students of the College the clinical facilities of the institution including necessary equipment and supplies for giving direct care to residents, will provide adequate classroom and conference room space, and will allow for the use of available instructional material.
4. The faculty of the College will plan and conduct all classroom and directed learning experiences of the students. They will go through the Nursing Center's administration for making plans for observation and practice and will notify the Nursing Center's administration in advance of its planned schedule of classes, including date, number of students, and types of experiences.
5. The College will provide instructor(s) for teaching and supervision of students assigned to directed learning experiences and retains direct responsibility for the control, supervision, and evaluation of its students.
6. The Nursing Center will provide adequate staffing in the clinical areas so that no student or faculty member will be expected to give service to patients in the

Nursing Center apart from that rendered for its educational value as a part of the planned geriatric nurse aide education and other related courses.

7. Students and faculty of the College will abide by existing rules and regulations of the Nursing Center insofar as they may pertain to their activities while in the Nursing Center. The College will assume the responsibility for maintaining discipline among its students and will consider any breach in confidentiality to be an infraction of the rules and regulations of the Nursing Center calling for appropriate discipline.
8. The Nursing Center will provide an opportunity for the faculty to keep up-to-date with nursing policies by attending appropriate meetings and receiving bulletins regarding changes.
9. Members of both the Nursing Center nursing staff and the faculty of the College will cooperate in concurrent and terminal evaluation of these experiences.
10. The College will provide the Nursing Center with an appropriate certificate of insurance stating that each student, faculty member, or other agent of the College, while performing any of the duties or services arising in the performance of this Agreement, shall have liability insurance in a minimum amount of one million dollars (\$1,000,000.00). A copy of the policy or a certificate of insurance providing coverage to cover the Academic Term is to be attached to this Agreement. The College will hold the Nursing Center harmless from any and all persons resulting from the operations of the College's educational program including the faculty and students.
11. The Nursing Center agrees to provide liability coverage for the operation of its facility and to save and hold harmless the College for and against any and all liability for damages to any person and/or property of any and all persons resulting from the operations of the Nursing Center, exclusive of the services performed by the College, its faculty, and students hereunder.
12. The Nursing Center will regard students of the College, when assigned for clinical experience, as having the status of learners who will not replace Nursing Center employees.

BUTLER COMMUNITY COLLEGE

DR. KIMBERLY KRULL
President

Date

Janet Schueller, MSN RN, CNE
Associate Dean of Health, Education and Public Services

Date

Derby Health & Rehab

Veena Bolan, LNHA
Executive Director

Date

TOPIC for ACTION
Amended Agreement with Grand Canyon University

REPORT

Grand Canyon University Amendment to the Nursing Concurrent Program Agreement with Butler Community College. The amendment serves to modify the language regarding First-Time NCLEX-RN Pass Rates.

RECOMMENDED ACTION:

Board approval for the amendment to the Nursing Concurrent Enrollment Program agreement with Grand Canyon University

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Janet Schueller, Associate Dean – HEP

Supervisor: Julio Guerrero, Dean – HEP

Date: January 17, 2024



GRAND CANYON UNIVERSITY™

Amendment to the Nursing Concurrent Enrollment Program (NCEP) Agreement between Grand Canyon University and Butler Community College dated October 18, 2023

This Amendment serves to modify the language regarding First-Time NCLEX-RN Pass Rates as set forth below and the coursewalks listed in Exhibit B per changes to the GCU RN-BSN and RN-MSN Bridge programs (attached).

First-Time NCLEX-RN Pass Rates:

Used by state boards of nursing, accrediting bodies, and nursing programs, first-time NCLEX-RN pass rates are a strong indicator of nursing program quality. As such, GCU evaluates the NCLEX-RN pass rates of prospective and current community college partners on an on-going basis and utilizes this data as a primary criterion for initiating or dissolving an educational partnership. Nursing programs must maintain an NCLEX-RN first-time pass rate of greater than 80% in any calendar year.

Any school who is disciplined/sanctioned by their respective board of nursing or accreditor must notify GCU's College of Nursing and Health Care Professions within 10 days of the sanction. Support will be provided to current community college partners who fall below an 80% first time pass rate with the understanding that in order to continue the partnership nursing programs will have one year, or (4) testing cycles, to bring their first-time NCLEX-RN pass rate at or above 80%.

Effect and Control. The above change is effective as of October 18, 2023, and will remain in effect for the duration of the current term as set forth in the Agreement unless modified in writing by the parties or otherwise terminated pursuant to the Agreement.

Except as expressly provided in this Amendment, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed. This Amendment, together with the Agreement, constitutes the entire agreement between the parties with regard to the subject matter of this Amendment, and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

GRAND CANYON UNIVERSITY

By: _____

Print Name: Ray Kaselonis

Title: Chief Administrative Officer/Legal Counsel

Date: _____

BUTLER COMMUNITY COLLEGE

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN – CEP
FALL START

Semester I	Fall	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing I	1
NR 102	Patient Centered Care I	4
NR 161	Pharmacology for Nursing I	1
BI 231	Pathophysiology	4
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester II	Spring	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
BS 260	Developmental Psychology	3
	Summer Break	
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
Semester III	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
Semester IV	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer	
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

*Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits

General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placements Field Experience Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge – CEP
FALL START

Semester I	Fall	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing	1
NR 102	Patient Centered Care	4
NR 161	Pharmacology for Nursing	1
BI 231	Pathophysiology	4
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester II	Spring	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
	Summer Break	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
Semester III	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
Semester IV	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer Break	
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining Bridge Course Requirements Enroll into MSN and complete Remaining Course Requirements*	
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements. GCU reserves the right to update the MSN course requirements at any time with timely and proper notice.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN – CEP
SPRING START

Semester I	Spring	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing I	1
NR 102	Patient Centered Care I	4
NR 161	Pharmacology for Nursing I	1
BI 231	Pathophysiology	4
	Summer Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
Semester II	Fall	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
BS 260	Developmental Psychology	3
	Winter Break	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
Semester III	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Summer Break	
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
Semester IV	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Winter	
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

*Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits

General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placements Field Experience Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge – CEP
SPRING START

Semester I	Spring	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing	1
NR 102	Patient Centered Care	4
NR 161	Pharmacology for Nursing	1
BI 231	Pathophysiology	4
	Summer	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester II	Fall	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
	Winter Break	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
Semester III	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Summer Break	
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
Semester IV	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Winter	
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN	
	Complete Remaining Bridge Course Requirements	
	Enroll into MSN and complete Remaining Course Requirements*	
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements. GCU reserves the right to update the MSN course requirements at any time with timely and proper notice.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN – CEP
FALL MIDPOINT START

Semester I	Fall	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing I	1
NR 102	Patient Centered Care I	4
NR 161	Pharmacology for Nursing I	1
BI 231	Pathophysiology	4
Semester II	Spring	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
BS 260	Developmental Psychology	3
	Summer Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
Semester III	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
Semester IV	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or replace Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or replace Upper Division equivalent	3
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

*Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits

General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placements Field Experience Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge – CEP
FALL MIDPOINT START

Semester I	Fall	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing	1
NR 102	Patient Centered Care	4
NR 161	Pharmacology for Nursing	1
BI 231	Pathophysiology	4
Semester II	Spring	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
	Summer Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
Semester III	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
Semester IV	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer Break	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining Bridge Course Requirements Enroll into MSN and complete Remaining Course Requirements*	
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements. GCU reserves the right to update the MSN course requirements at any time with timely and proper notice.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN – CEP
SPRING MIDPOINT START

Semester I	Spring	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing I	1
NR 102	Patient Centered Care I	4
NR 161	Pharmacology for Nursing I	1
BI 231	Pathophysiology	4
Semester II	Fall	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
BS 260	Developmental Psychology	3
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester III	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Summer Break	
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
Semester IV	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Winter	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or replace Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or replace Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

*Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits

General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placements Field Experience Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge – CEP
SPRING MIDPOINT START

Semester I	Spring	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing	1
NR 102	Patient Centered Care	4
NR 161	Pharmacology for Nursing	1
BI 231	Pathophysiology	4
Semester II	Fall	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester III	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Summer Break	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
Semester IV	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Winter	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN	
	Complete Remaining Bridge Course Requirements	
	Enroll into MSN and complete Remaining Course Requirements*	
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements. GCU reserves the right to update the MSN course requirements at any time with timely and proper notice.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN – CEP
FALL 3rd SEMESTER START

Semester I	Fall	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing I	1
NR 102	Patient Centered Care I	4
NR 161	Pharmacology for Nursing I	1
BI 231	Pathophysiology	4
Semester II	Spring	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
BS 260	Developmental Psychology	3
Semester III	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester IV	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer	
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or replace Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or replace Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

*Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits

General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placements Field Experience Support

Butler Community College & Grand Canyon University
AAS to MSN Bridge – CEP
FALL 3rd SEMESTER START

Semester I	Fall	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing	1
NR 102	Patient Centered Care	4
NR 161	Pharmacology for Nursing	1
BI 231	Pathophysiology	4
Semester II	Spring	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
Semester III	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester IV	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer Break	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining Bridge Course Requirements Enroll into MSN and complete Remaining Course Requirements*	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements. GCU reserves the right to update the MSN course requirements at any time with timely and proper notice.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN – CEP
SPRING 3rd SEMESTER START

Semester I	Spring	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing I	1
NR 102	Patient Centered Care I	4
NR 161	Pharmacology for Nursing I	1
BI 231	Pathophysiology	4
Semester II	Fall	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
BS 260	Developmental Psychology	3
Semester III	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
Summer Break		
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
Semester IV	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
Winter		
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*		
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

***Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits**

General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

****100 Direct Practicum Hours** (50 Leadership / 50 Community – Public Health): Clinical Placements Field Experience Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge – CEP
SPRING 3rd SEMESTER START

Semester I	Spring	Credits
NR 101	Health Assessment for the Practice of Nursing	3
NR 116	Professional Nursing	1
NR 102	Patient Centered Care	4
NR 161	Pharmacology for Nursing	1
BI 231	Pathophysiology	4
Semester II	Fall	
NR 122	Patient Centered Care II	7
NR 262	Pharmacology for Nursing II	2
NR 117	Professional Nursing II	1
Semester III	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
Summer Break		
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
Semester IV	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
Winter		
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining Bridge Course Requirements Enroll into MSN and complete Remaining Course Requirements*	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
Remaining MSN courses based on emphasis selected		20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements. GCU reserves the right to update the MSN course requirements at any time with timely and proper notice.

** 100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN (LPN Track)– CEP
FALL START

Semester I	Fall	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
	Winter Brea	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester II	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Summer Break	
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
Semester III	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Winter	
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

*Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits

General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placements Field Experience Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge (LPN Track) – CEP
FALL START

Semester I	Fall	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester II	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Summer Break	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
Semester III	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Winter	
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining Bridge Course Requirements Enroll into MSN and complete Remaining Course Requirements*	
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

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**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN (LPN Track)– CEP
SPRING START

Semester I	Spring	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
	Summer Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester II	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
Semester III	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

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**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health); Clinical Placements Field Experience Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge (LPN Track) – CEP
SPRING START

Semester I	Spring	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
	Summer	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester II	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
Semester III	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer	
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
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(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

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**100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health); Clinical Placement Requirements and Field Experience Counselor Support

EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN (LPN Track)– CEP
FALL MIDPOINT START

Semester I	Fall	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
Semester II	Spring	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Summer Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
Semester III	Fall	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Winter	
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS – 445	Nursing Research and Evidence Based Practice (online – 5 week course)	3
(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (practicum completed locally – 10 week course) **	6

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EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge (LPN Track) – CEP
FALL MIDPOINT START

Semester I	Fall	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
Semester II	Spring	
NR 243	Patient Centered Care III	7
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	Summer Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
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Semester III	Fall	
NR 244	Patient Centered Care IV	5
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	Winter	
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(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
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(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
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EXHIBIT B
Butler Community College & Grand Canyon University
AAS to BSN (LPN Track)– CEP
SPRING MIDPOINT START

Semester I	Spring	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
Semester II	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester III	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer	
(GCU) NRS – 450	Nursing Informatics (online – 5 week course)	3
(GCU) NRS – 460	Complex Disease Management (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
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EXHIBIT B
Butler Community College & Grand Canyon University
AAS to MSN Bridge (LPN Track) – CEP
SPRING MIDPOINT START

Semester I	Spring	Credits
NR 018	Nursing Concepts for Advanced Standing	3
NR 101	Health Assessment for the Practice of Nursing	3
Semester II	Fall	
NR 243	Patient Centered Care III	7
NR 263	Pharmacology for Nursing III	1
NR 218	Professional Nursing III	1
	Winter Break	
(GCU) NRS – 415	Nursing Leadership & Interprofessional Collaboration (online – 5 week course)	3
Semester III	Spring	
NR 244	Patient Centered Care IV	5
NR 246	Concept Synthesis	4
	Summer	
(GCU) NRS – 425	Health Promotion and Population Health (online – 5 week course)	3
(GCU) HLT – 362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
	Graduate from Butler Community College with AAS; Pass NCLEX-RN Complete Remaining Bridge Course Requirements Enroll into MSN and complete Remaining Course Requirements*	
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(GCU) NRS – 420	Health Assessment (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 455	Pathophysiology (online – 5 week course) or Upper Division equivalent	3
(GCU) NRS – 465	Applied Evidence-Based Project and Practicum (10 week course; practicum completed locally) **	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Operational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	20-24

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** 100 Direct Practicum Hours (50 Leadership / 50 Community – Public Health): Clinical Placement Requirements and Field Experience Counselor Support

TOPIC for ACTION
Clinical Affiliation Agreement with Cowley County Health Department

REPORT

Butler Community College and Cowley County Health Department enter into an agreement for a period of three years to furnish a clinical lab experience for students in Allied Health.

RECOMMENDED ACTION:

Board approval to contract with Cowley County Health Department

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Janet Schueller, Associate Dean – HEP

Supervisor: Julio Guerrero, Dean – HEP

Date: January 17, 2024

AGREEMENT

Between

BUTLER COMMUNITY COLLEGE

And

COWLEY COUNTY HEALTH DEPARTMENT

**320 E. 9th Ave, Suite B
Winfield, KS 67156**

This agreement between the Butler Community College, hereinafter called College, and Cowley County Health Department, hereinafter called the Facility, entered into on January 17, 2024, shall be effective for a period of three (3) years. This agreement may, however, be terminated at an earlier date by either party giving the other ninety (90) days' notice in writing prior to the termination date stated in said notice. Any extension of the period to be covered by this agreement beyond the three (3) years shall be agreed to in writing by the parties hereto.

The Facility and the College, both being desirous of cooperating in a plan to provide clinical education experiences for nursing students, both mutually agree as follows:

1. The Facility and the College will cooperate in the continuing evaluation of the clinical affiliation.
2. Members of both The Facility nursing staff and the nursing faculty of the College will cooperate in curriculum activities related to the clinical experience and the concurrent and terminal evaluation of these experiences.
3. The Facility is responsible for overall supervision and delivery of student and patient care.
4. The Facility will provide access to such information as needed. A statement of confidentiality shall be signed by students, faculty and other agents of this College who have access to this material when such a statement is deemed appropriate.
5. The College will provide the necessary nursing faculty who are competent teachers and the Facility will provide Registered Nurses in the State of Kansas.
6. Students and faculty of the College will abide by existing rules, policies, procedures, and regulations of the Facility insofar as they may pertain to their activities while in the Facility.
7. The College is responsible to assure that students assigned to the clinical facility meet the Facility's health standards. The College shall certify that students and faculty assigned to the clinical experience meet health standards.
8. The Facility will maintain the standards required for approval as a clinical area for nursing students in an accredited program in nursing.
9. The Facility will make available to the students of the College the clinical facilities of the institution including necessary equipment and supplies for giving direct care to patients.
10. The Facility will provide adequate staffing in the clinical areas so that no student will be expected to give service to patients in the Facility apart from that rendered for its educational value as a part of the planned nursing curriculum as a student learner.
11. The College will provide the Facility with an appropriate certificate of insurance reflecting that each Butler Community College nursing student and each faculty member, while performing any of the duties or services contemplated under this agreement, has professional liability insurance in a minimum amount of one million dollars (\$1,000,000) for each claim that may be asserted and three million dollars (\$3,000,000) annual aggregate.

12. The Facility will be held harmless from any and all liability for damages to any person and/or property of any and all persons resulting from the operations of the College's educational program.
13. The Facility will retain the right to restrict a student, faculty member, or other agent of the College from participating in the clinical experience or from the Facility grounds for good cause shown. The basis for such a restriction shall be presented in writing to the individual responsible for the clinical experience from the College.

BUTLER COMMUNITY COLLEGE

DR. KIMBERLY KRULL
President

Date

Janet Schueller, MSN, RN, CNE
Associate Dean of Health, Education and Public Services

Date

COWLEY HEALTH DEPARTMENT

Thomas Langer
Administrator
Cowley County Health Department

Date

TOPIC for ACTION
2024-2025 High School Articulation Agreements

REPORT:

Career Pathways incorporate the combined value of academic and technical course work so that, within each pathway, students can design their own career plan. Articulation Agreements between Unified School Districts and Butler Community College have been created to assist students in making a seamless transition from their secondary to post-secondary education at Butler without duplication of course study within a specific career pathway. Butler Community College faculty have reviewed the course competencies and have negotiated the following agreements for the 2024-2025 academic year.

High Schools offer the courses according to the KS Course Codes to their students. When a student attends Butler after high school graduation, the Articulation Agreement allows the student to receive credit for the course they took while in high school on their Butler transcript.

1. El Dorado – USD 490 – Requested additional courses be reviewed and added to the 2024-2025 Articulation Agreement

RECOMMENDED ACTION:

Ratification of the 2024-2025 Articulation Agreement for El Dorado High School and the Kansas Department of Education.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Loni M.M. Jensen, Director of High School Partnerships

Supervisor: Christy Streeter, Associate Dean of Online, HS & Community Learning

Date: January 29, 2024



High School Articulation Agreement 2024-2025

THIS AGREEMENT, by and between USD 490-El Dorado and Butler Community College, is made in order to provide high school students the option to earn an Associate of Applied Science Degree, Certificate, an Associates of Arts in Mass Communication, Sociology/Social Work or an Associates of Science in Sociology/Social Work.

THEREFORE, it is agreed by and between the parties as follows:

- Any party may advertise the program and/or advise students that this option is available.
- El Dorado High School will supply all of the courses and competencies with no exchange of reimbursement between or among the institutions.
- Credit may only be applied toward a certificate program, an Associates of Applied Science program, or an Associates of Arts or Sciences program identified above. Credits are not intended for transfer to a baccalaureate institution. Students will need to verify transferability with the baccalaureate receiving institution.
- This agreement will be in effect from the graduation date of the student through a date not to exceed 15 months after high school graduation.
- Students must successfully complete the competencies in the high school articulated course(s) with a final grade of 'C' or better to qualify for college credit. High school transcripts must be submitted with the articulation credit application.
- The high school articulated courses will be reported on the college transcript upon completion of the articulation credit application and review of high school transcript. Students will receive CP (Credit Pending) college credit for the approved high school articulated course work until 12 credit hours have been earned at Butler Community College. After 12 hours have been earned the student must notify the Registrar's Office to have the CP changed to CR (Credit Received).
- *High school students qualifying for tuition assistance through the Kansas CTE Initiative may submit a completed articulation credit application and high school transcript for special processing prior to graduation. Upon approval, articulated credit will be posted directly to the student transcript at Butler Community College as Credit Received (CR).*
- This Agreement may be revised by mutual agreement and shall be modified in the event of cancellation, discontinuance or disapproval of any course or program by the Kansas Board of Regents.
- This agreement will be reviewed annually for possible changes, improvement, or enhancements.
- This agreement does not guarantee admittance to a college or a program.

High School Pathway: Business Finance

College Programs of Study: Business and Industry [Accounting Assistant],
[Business Administration], [Entrepreneurship]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
12053	Entrepreneurship	BA 129	Writing a Business Plan *If student takes 1 semester	3
		BA 109	OR Entrepreneurship *If student takes full year course	3

High School Pathway: Business Management and Entrepreneurship

College Programs of Study: Business and Industry [Accounting Assistant],
[Business Administration], [Entrepreneurship]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
12164	Principles of Marketing	BA140	Introduction to Marketing	3

High School Pathway: Construction and Design

College Program of Study: Engineering & Manufacturing Technology

(Manufacturing Engineering Technology), (Composite Engineering Technology)

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
38001 with OSHA 10 card	Intro to Industrial Tech	WE 110	OSHA 10	1
21103	Architectural Design	EN103	Residential Design & CAD 1	3
21107	Drafting/CAD	EN 107	AutoCAD Basics	3

High School Pathway: Digital Media

College Program of Study: Fine Arts and Communication [Mass Communications];
Computer Information Technology [Digital Media], [Interactive 3D Technology], [Web Development]; Business and Professional [Advertising]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
30103	Audio/Video Production Fundamentals	MC165	Applied Video 1	1
30150	Video Production			
10004	Computer Applications	BA104	Computer Concepts and Applications	3
30103	Audio/Video Production Fundamentals	MC165	Applied Video 1	1
30150	Video Production			
30150	Video Production	IN 183	Digital Video Production I	3

High School Pathway: Early Childhood Development & Services
College Program of Study: Education [Early Childhood Education]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
19255 And 19258	Family Studies Career and Life Planning	BS 283.1	Career Pathway: Family Studies	2
45004 Or 45014	Human Growth & Development – the Early Years Lifespan Development	BS 282.1	Career Pathway: Human Development	2

High School Pathway: Family, Community and Consumer Services
College Program of Study: Humanities, Social, and Behavioral Sciences [Sociology and Social Work]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
19255	Family Studies	BS 283.1	Career Pathway: Family Studies	2
45004	Human Growth & Development – the Early Years	BS 282.1	Career Pathway: Human Development	2
19253	Nutrition & Wellness	HP 220	Healthy Living	3

High School Pathway: Graphic Design

College Program of Study: Technology [Digital Media], [Web Development]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
30105	Photo Imaging	IN 122	Digital Photography I	3
30101 and 30102	Principles of Illustration Graphic Design Fund.	IN 124.1	Career Pathway: Intro to Digital Design	3

High School Pathway: Health Science

College Program of Study: Health Sciences [Nursing]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
14997	Certified Nursing Assistant	AH 122	Nurse Aide <i>*must provide proof of current Kansas Nurse Assistant Certificate</i>	5
19253	Nutrition & Wellness	HP 220	Healthy Living	3
03053	Anatomy & Physiology	BI 240	Anatomy & Physiology <i>*Student must score at acceptable level on comprehensive Butler Community College exam.</i>	5

High School Pathway: Manufacturing

College Programs of Study: Science, Engineering, and Math (Engineering Technology), (Pre-Engineering), (Science, Engineering and Math Meta Major)

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
38001 with OSHA 10 card	OSHA 10 (must present current & valid OSHA 10 card to document successful completion)	WE110	OSHA10	1
13052 and 39052	Mass Production and Mass Production II	EN135 or EN220	Introduction to Composites or Beginning Concepts of CNC	3

High School Pathway: Marketing

College Program of Study: Business and Industry [Business Administration], [Marketing, Management, and Entrepreneurship]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
12166	Marketing Management	BA 140	Introduction to Marketing	3
12053	Entrepreneurship	BA 129	Writing a Business Plan *If student takes 1 semester	3
		BA 109	OR Entrepreneurship *If student takes full year course	3
35300	Marketing Applications	BA 283.1	Career Pathway: Marketing	2

High School Pathway: Restaurant & Event Management
College Program of Study: Business and Industry [Hotel Management], [Restaurant Management]

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
16052 16053 16055	Culinary Essentials Culinary Arts I Culinary Arts II	HM 101	Sanitation Management *with proof of current ServSafe certification	1
22275 34052 16151	Career Connection Event Planning & Mgmt. Foundations of Travel & Tourism	HM 180	Intro to Hospitality & Tourism	3

High School Pathway: Web & Digital Communications
College Programs of Study: Technology (Digital Media), (Interactive, Digital, and 3D Technology), (Web Development)

KS Course Codes	High School Course	Butler Course Codes	Butler Course	College Credit
10152	Visual Basic Programming	IN108	Introduction to Visual Basic.NET	3
10165	Game Design and Authoring	IN 147	Game Graphics	3
10201	Web Page Design	IN 112	HTML & CSS	3

IN WITNESS WHEREOF, the parties accept and approve **THIS AGREEMENT**.

USD 490-El Dorado

Butler Community College

Signature
USD 490-El Dorado Representative

Loni M.M. Jensen, Director
High School Academic Partnerships

Printed Name & Title
USD 490-El Dorado Representative

Dr. Heather Rinkenbaugh
Interim Vice President of Academics

Dr. Kimberly Krull
President, Butler Community College

Date filed KANSAS STATE BOARD OF REGENTS: _____

RESOLUTIONS

TOPIC for ACTION
Bank Resolutions

REPORT:

New Commerce Bank resolutions need to be approved due to the change in officers for the Board of Trustees for the College. Commerce Bank currently holds the banking services contract for the College.

RECOMMENDED ACTION:

It is recommended that the Board of Trustees pass the following resolutions due to the change in officers of the Trustees.

Resolution 24-01	Claims Account
Resolution 24-02	Payroll Account
Resolution 24-03	Flex Plan Account
Resolution 24-04	Wire Transfer Account
Resolution 24-05	Federal Fund and Escrow Account
Resolution 24-06	Student Loan Account
Resolution 24-07	Health Insurance Account

RECOMMENDED FUNDING SOURCE:

NA

Submitted by:	Kerry Potter, Director of Accounting
Supervisor:	Kent Williams, VP of Finance
Date:	January 30, 2024



677511637

**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder			Business Trade Name (If applicable)		
Butler County Community College					
Address		<input type="checkbox"/> Foreign	City	State	Zip + 4
Claims Account 901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
677511637	Analyzed Checking	08/04/2011	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Linda Jolly	Chair		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Martha Good	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kerry Potter	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jessica Lenz	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facsimile Specimen (If applicable)						

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (if applicable):	(Please Print – If inapplicable, mark "N/A")	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.
	Kerry Potter	

ELECTRONIC RECORDS. Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

Signature of Corporate Secretary / Assistant Secretary_____
DATE

CB5954-SBB 06/14

**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder		Business Trade Name (If applicable)			
Butler County Community College					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
Payroll Account 901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
677511651	Analyzed Checking	08/04/2011	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Linda Jolly	Chair		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Martha Good	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kerry Potter	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jessica Lenz	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Facsimile Specimen (If applicable)					

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any instrument or debit card or the application of the proceeds of the instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (if applicable):	Please Print – If Inapplicable, mark "N/A" Kerry Potter	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.
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ELECTRONIC RECORDS. Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

_____ Signature of Corporate Secretary / Assistant Secretary	_____ DATE
---	---------------

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Butler County Community College	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 901 Haverhill Rd	Requester's name and address (optional)
	6 City, state, and ZIP code El Dorado, KS 67042	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
4	8			-	0	6	9	0	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder			Business Trade Name (If applicable)		
Butler County Community College					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
Student Loan 901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
671195451	Analyzed Checking	08/04/2011	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Linda Jolly	Chair		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Martha Good	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kerry Potter	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jessica Lenz	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Facsimile Specimen (If applicable)					

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (If applicable):	(Please Print – If Inapplicable, Mark "N/A") Kerry Potter	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.
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ELECTRONIC RECORDS. Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

Signature of Corporate Secretary / Assistant Secretary

DATE

CB5954-SBB 06/14



671179023

**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder			Business Trade Name (If applicable)		
Butler County Community College					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
Wire Transfer 901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
671179023	Analyzed Checking	08/04/2011	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Linda Jolly	Chair		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Martha Good	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kerry Potter	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jessica Lenz	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facsimile Specimen (If applicable)						

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any Instrument or debit card or the application of the proceeds of the Instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (if applicable):	(Please Print – If applicable, mark "N/A")	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.
	Kerry Potter	

ELECTRONIC RECORDS. Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

Signature of Corporate Secretary / Assistant Secretary

DATE

CBS954-SBB 06/14



671165643

**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder		Business Trade Name (If applicable)			
Butler County Community College					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
Federal Funds & Escrow 901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
671165643	Analyzed Checking	08/04/2011	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Linda Jolly	Chair		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Martha Good	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kerry Potter	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jessica Lenz	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facsimile Specimen (If applicable)						

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any instrument or debit card or the application of the proceeds of the instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (if applicable):	<small>(Please Print – If Inapplicable, mark "N/A")</small>	
	Kerry Potter	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.

ELECTRONIC RECORDS. Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

Signature of Corporate Secretary / Assistant Secretary

DATE

CB5954-SBB 06/14



622657901

**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder			Business Trade Name (If applicable)		
Butler County Community College					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
Flex Plan Account 901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
622657901	Analyzed Checking	08/10/2017	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Linda Jolly	Chair		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Martha Good	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kerry Potter	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jessica Lenz	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facsimile Specimen (If applicable)						

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any instrument or debit card or the application of the proceeds of the instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (if applicable):	(Please Print – If inapplicable, mark "N/A")	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.
	Kerry Potter	

ELECTRONIC RECORDS. Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

Signature of Corporate Secretary / Assistant Secretary_____
DATE

CB5954-SBB 06/14



620133305

**SIGNATURE CARD AND CERTIFICATE OF RESOLUTION
OF CORPORATE BOARD OF DIRECTORS**

Depositor / Account Holder		Business Trade Name (If applicable)			
Butler County Community College					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
Health Insurance 901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
620133305	Analyzed Checking	07/16/2021	48-0690383	Mark Utech 19853	513

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Linda Jolly	Chair		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Martha Good	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kerry Potter	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jessica Lenz	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Facsimile Specimen (If applicable)					

SECTION A – DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account, and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any instrument or debit card or the application of the proceeds of the instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (if applicable):	(Please Print – If inapplicable, mark "N/A") Kerry Potter	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing this Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.
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ELECTRONIC RECORDS. Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

Signature of Corporate Secretary / Assistant Secretary

DATE

CB5954-SBB 06/14

PERSONNEL

None.

SUPPLEMENTAL INFORMATION

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



Metric	Description	Latest Performance	Last Updated for BOT	Previous Three Years	Validation Source
Retention	Percentage of incoming first-time full-time degree/certificate seeking students from the first fall who continue to the next fall. Cohort members who graduate within a year are excluded from the calculation.	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	30 % Graduation Rate/23 % Transfer Rate (Fall 2020 Cohort)	02/2024	31 % Graduation Rate/22 % Transfer Rate (Fall 2019 Cohort); 31 % Graduation Rate/24 % Transfer Rate (Fall 2018 Cohort); 28 % Graduation Rate/26 % Transfer Rate (Fall 2017 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:	Tom Borrego, Averie Nelson, Jessica Ohman and Bill Rinkenbaugh
Report for the BOT meeting of	February 13, 2024
Strategic Goal: (select one below) Support Students and Their Success	Priority Number: 1b . Maximize Institutional and Foundation scholarships for FY2024

Narrative

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

Current Outcomes

1. Recruitment and Retention
 - a. Recruitment: In 2021, the Foundation introduced a new enrollment management strategy to use charitably funded scholarships as a tool to help recruit new students. Admissions identified an employee to work with the Foundation to implement this strategy and while employee turnover has impacted this process, use of Foundation scholarships is still a priority.
 - b. Retention: Application for Foundation scholarships is set for April 15, 2025. We are working with challenges from FAFSA due to changes in their process. For now, this deadline remains.
2. Communication Strategy
 - a. Marketing has been made a part of this strategic goal to improve awareness of our proposed process with staff and prospective students. Deadlines for targeted audiences will be established this quarter. .
3. Alignment of Process
 - a. Activity scholarship changes have been implemented following the most recent recommendations and requirements for the NJCAA. All activity scholarships now follows those guidelines. It was a great benefit to the students participating in the activity program for this year. At the end of the Spring semester, all students, with 2 full-time semesters, will need to pass 24 hours with a 2.0.

Action items for future outcomes

1. Revisit collaboration with Admissions/Advising/Financial Aid: The plan initiated in 2021 is a good plan but needs to be reviewed and updated. A contact has been identified to train and effectively use Foundation scholarships as a leveraging tool in the recruitment and retention efforts.
 - a. Foundation and Admissions will develop and coordinate a timeline regarding the awarding of foundation scholarships. This timeline will take into consideration other funding sources, deadlines and procedural challenges to avoid problems. The goal will be to get students to enroll sooner, maximize scholarships in areas that are a priority for the college and present these priorities to prospective donors.

- b. We agree that maximizing scholarship awards for early enrollees is a priority to increase enrollment. To that end, the Foundation Scholarship Committee will expand to include representation from Admissions and Academic Advising.
- 2. Communication Plan: Marketing needs to be a part of efforts to let selected cohorts know that scholarships exist and promote early enrollment to maximize their award.
- 3. Understanding the college's scholarship need: The Foundation will work strategically with college departments to understand the scholarship needs to enhance enrollment and to identify prospective donors who can meet that need. The Foundation utilizes a moves management process to track donor relations and will match this activity with the college's strategic goals as it relates to scholarships.

Strategic Alignment

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

MONTHLY STATEMENT OF REVENUE AND EXPENDITURES

Butler Community College Statement of Revenue, Expenditures, Other Changes As of 1/31/2024

FISCAL YEAR 24, PERIOD 07
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	16,800,908	1,411,621	92.25%	17,626,486	16,590,163	1,036,323	94.12%
Local Sources	14,250,037	8,439,707	5,810,330	59.23%	14,250,077	8,708,407	5,541,670	61.11%
State Sources	19,760,160	19,760,160	0	100.00%	19,426,536	19,251,731	174,805	99.10%
Auxiliary Sources	19,600	16,160	3,440	82.45%	17,781	19,600	(1,819)	110.23%
Other Sources	1,332,375	806,725	525,650	60.55%	666,023	428,430	237,593	64.33%
Transfers	82,134	82,134	0	100.00%	82,134	82,134	0	100.00%
TOTAL REVENUES:	53,656,836	45,905,794	7,751,042	85.55%	52,069,037	45,080,466	6,988,571	86.58%
EXPENSES:								
Instruction	15,848,153	7,866,224	7,981,929	49.63%	16,407,142	7,772,626	8,634,516	47.37%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Academic Support	4,027,661	1,891,143	2,136,517	46.95%	3,728,827	1,860,822	1,868,005	49.90%
Student Services	7,366,112	3,859,025	3,507,088	52.39%	7,013,971	3,673,558	3,340,413	52.37%
Institutional Support	22,159,293	12,891,875	9,267,418	58.18%	20,067,273	10,963,342	9,103,931	54.63%
Physical Plant Operations	3,882,484	1,903,443	1,979,042	49.03%	3,301,642	1,871,848	1,429,794	56.69%
Student Financial	3,427,004	1,929,853	1,497,151	56.31%	3,402,269	1,988,424	1,413,845	58.44%
Auxiliary Enterprise	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES:	56,710,707	30,341,562	26,369,144	53.50%	53,921,124	28,130,621	25,790,503	52.17%
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	572,273	40,000	93.47%	612,273	579,273	33,000	94.61%
TOTAL TRANSFERS:	1,984,181	1,552,881	431,300	78.26%	1,986,381	1,270,977	715,404	63.98%
NET INCREASE/DECREASE IN NET ASSETS	(5,038,052)	14,011,351			(3,838,468)	15,678,869		
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>24,567,073</u>			<u>6,036,861</u>	<u>25,554,197</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

Dr Krull and Butler Trustees,

Thank you for the retirement clock and Plaque, and the admissions card. I have enjoyed my years with Butler and I treasure the time spent there.

I have hung the clock where I can see it everyday reminding me of the Time Spent at Butler, and I will enjoy the admissions card as I attend Ballgames and activities.

Thank You

Tim Logue

BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
February 2024

February Board Finance Committee	Tuesday, February 13, 2024; 3:30pm President's Conference Room	Dave Sherrer Mary Martha Good
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	Dave Sherrer Mary Martha Good
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

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

<u>LOOKING AHEAD</u>		
April Board Finance Committee	Tuesday, April 9, 2024; 4:30pm President's Conference Room	Dave Sherrer Mary Martha Good
April Board Meeting	Tuesday, April 9, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
April Work Session	Monday, April 22, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
May Board Finance Committee	Tuesday, May 14, 2024; 3:30pm President's Conference Room	Dave Sherrer Mary Martha Good
May Board Meeting	Tuesday, May 14, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
May Work Session	Monday, May 20, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

ACTIVITY CALENDAR

Women's Basketball @ Home vs. Garden City	Saturday, February 10	2:00pm
Men's Basketball @ Home vs. Garden City	Saturday, February 10	4:00pm
Men's & Women's Track and Field @ Region VI Indoor Championships	Saturday, February 17 – Saturday, February 18	TBA
Women's Basketball vs. Colby @ Home	Wednesday, February 21	5:30pm
Men's Basketball vs. Colby @ Home	Wednesday, February 21	7:30pm
Children's Theatre Production ft. Alvin the Alligator	Saturday, February 24	2:00pm
Softball vs. Barton @ East Park	Wednesday, February 28	1:00pm
Softball vs. Barton @ East Park	Wednesday, February 28	3:00pm
Women's Basketball vs. Pratt @ Home	Wednesday, February 28	5:30pm
Men's Basketball vs. Pratt @ Home	Wednesday, February 28	7:30pm
Men's & Women's Track @ NJCAA Indoor National Championships (Florida)	Friday, March 1 - Saturday, March 2	TBA
Baseball vs. Des Moines Area CC @ McDonald Stadium	Saturday, March 2	12:00pm
Softball vs. NWKS Technical College @ East Park	Saturday, March 2	1:00pm
Baseball vs. Des Moines Area CC @ McDonald Stadium	Saturday, March 2	3:00pm
Softball vs. NWKS Technical College @ East Park	Saturday, March 2	3:00pm
Women's Basketball vs. Cowley @ Home	Wednesday, March 6	5:30pm
Men's Basketball vs. Cowley @ Home	Wednesday, March 6	7:30pm
Men's & Women's Basketball at Region VI Playoffs – Higher Seed Hosts	Saturday, March 9	TBA
Softball vs. Hutch @ East Park	Saturday, March 9	1:00pm
Baseball vs. Barton @ McDonald Stadium	Saturday, March 9	1:00pm
Softball vs. Hutch @ East Park	Saturday, March 9	3:00pm
Baseball vs. Barton @ McDonald Stadium	Saturday, March 9	3:30pm
ADMC Scholarship Audition Day	Saturday, March 23	All Day
Instrumental Music Chamber Ensembles	Monday, April 15	7:30pm
Instrumental Music Chamber Ensembles	Tuesday, April 16	7:30pm
Instrumental Music Chamber Ensembles	Wednesday, April 17	7:30pm
Theatre Production	Thursday, April 18	7:30pm
Theatre Production	Friday, April 19	7:30pm
Theatre Production	Saturday, April 20	2:00pm
Theatre Production	Saturday, April 20	7:30pm
Instrumental Concert	Friday, April 26	7:30pm
Instrumental Concert	Saturday, April 27	7:30pm
Vocal Music Concert	Thursday, May 2	7:30pm
Vocal Music Concert	Friday, May 3	7:30pm
Vocal Music Concert	Saturday, May 4	2:00pm
Vocal Music Concert	Saturday, May 4	7:30pm
Dance Showcase	Monday, May 6	7:30pm

EXECUTIVE SESSION

MOTION: Trustee _____

Ms. Chair,

I move that the Board recess into Executive Session to discuss non-elected personnel, which if discussed in open session might violate their right to privacy, with the Board and President Kim Krull present.

The meeting will resume in the Dankert Trustee Board Room within 10 minutes.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

ENTER EXECUTIVE SESSION @ _____ PM.

RETURN TO OPEN SESSION @ _____ PM.

ANY ACTION REQUIRES A MOTION, SECOND, and VOTE

ADJOURNMENT

MOTION: Trustee _____

Mr. Chair,

I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

MEETING ADJOURNED @ _____ **PM**