

**BUTLER COMMUNITY COLLEGE
 BOARD OF TRUSTEES
 REGULAR BOARD MEETING**
 4:30 p.m., Tuesday, April 9, 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 Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.
	Executive Session – For matters related to non-elected personnel

- 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/3b36GXl>
- 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, Dave Sherrer
- VII. **MONITORING REPORTS (5:15pm)**
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APRIL BOARD RECOGNITIONS

- The Varsity Vocals International Championship of Collegiate A Cappella (ICCA) and The Varsity Vocals International Championship of High School A Cappella (ICHSA) are the only global tournaments that showcase the art of student a cappella. The newest tournament, The International Championship of A Cappella Open (The Open) encourages singers to bring together groups of any age, experience or origin to form a cappella “dream teams.” By giving them a stage, the programs encourage young people to sing together throughout their lives.

The following students competed in the ICCA Midwest competition:

- **Ian Bench**, Wichita
- **Jaden Bernard**, Wichita
- **Tristan Blackley**, Wichita
- **Madisen Ciesielski**, Park City
- **Kassie Davis**, Douglas
- **Grace Fianu**, Emporia
- **Breland Freeman**, Wichita
- **Rebekkah Hettenbach**, El Dorado
- **Matthew Hladky**, Wichita
- **Addison Kendrick**, Wichita
- **Katie Lawrence**, Rose Hill
- **Alexus Raya**, Wichita
- **Lydia Robbins**, Augusta
- **Jaxon Williamson**, Augusta

Over 600 colleges applied to compete, and only 100 were selected. Butler Community College was only one of two community colleges accepted. Though they did not advance to the next level, their scores placed them squarely in the center of the pack. They performed against graduate level singers from universities such as Iowa State and Missouri. The students are led by **Matthew Udland**, A Capella Faculty.

- Four students received **Student Production Awards from the Kansas Association of Broadcasters (KAB)**. This year, Butler received more than three times as many awards as all other two-year colleges combined and ranked fifth in the state compared to awards received by 4-year universities.
 - **Daniel Fee:**
 - Second Place – Visual 60 Second Commercial/PSA – “Pizza Place”
 - **Everett Salamans:**
 - Honorable Mention – Audio On-Air Personality – “Soulman”
 - **Kaden Warner:**
 - First Place – Visual Best Sportscast – “Monday Morning Sports Report”
 - Second Place – Audio Podcast – “Metal Monday, Episode 4”
 - Honorable Mention – Audio Sports Color Commentator or Reporter – “Butler v. Hutchinson Volleyball”
 - **Sam White:**
 - Second Place – Audio Station Promotional Announcement – “Outspoken”
 - Second Place – Visual Best Feature – “Golf Course Upkeep”
- **73rd Annual Future Business Leaders of America (FBLA) State Conference** – On February 24, Butler students competed against four-year and two-year colleges in various

business-related events at the FBLA State Conference at Pittsburg State University. Seven Students placed and qualified to compete in the national competition in Orlando this June.

- **Matt Shults:**
 - Third place – Business Ethics
- **Thara Lee Kenmarla Casimir**
 - Second Place – Finance Case Study
 - Third Place – Entrepreneurship Pitch Competition
- **Victoria Wurm**
 - First Place – Accounting Case Study
 - First Place – Foundations of Economics
 - Second Place – Foundations of Marketing
 - Third Place – Future Business Executive
- **Lyndsey Conley**
 - First Place – Foundations of Management
 - First place – State of Chapter Presentation
 - Second Place – Marketing, Sales & Communications Case Study
 - Third Place – Foundations of Selling
- **Kaleb Waller**
 - First Place – Foundations of Accounting
 - Second Place – Foundations of Economics
- **Brandon Dixon**
 - Second Place – Foundations of Selling
 - Fourth Place – Foundations of Economics
- **Kaelib Harp**
 - First Place – Future Business Educator
 - First Place – Management Case Competition
 - Second Place – Business Ethics
 - Second Place – Foundations of Hospitality Management
 - Second Place – Retail Management

MONITORING REPORTS – Humanities, Social & Behavioral Sciences

**BOARD OF TRUSTEES REPORT
Division of Humanities, Social, and Behavioral Sciences
April 2024**

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

Behavioral Sciences	History and Social Sciences
Economics	English and Literature
Humanities	Foreign Languages
Philosophy and Religion	Reading

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

Division Mission and Key Processes

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

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

Division Credit Hours/Majors/Completers

Humanities and Social and Behavioral Sciences courses are taught through multiple instructional methods on campus, online, and at area high schools. The number and variety of these offerings--and the many Butler employees who contribute to their delivery--underscore the importance of the Humanities and Social and Behavioral Sciences to degree and certificate programs as well as transfer pathways. In Academic Year (AY) 2023, total institutional credit hours were 132,097. At 42,931 credit hours for the same year, the HSBS Division comprised 31% of the institutional total. Data herewith were provided by the Butler Office of Research and Institutional Effectiveness.

Note several empty cells. The division is now tracking data of specific pathways; future data will show more specific data for a major, e.g., Econ AA/AS.

Dept	AY2019	AY2020	AY2021	AY2022	AY 2023
Behv Sci 164	17400	15864	15003	13,590	12,741
Econ					2,679
Eng/Lit 208	18711	18693	16137	15,366	14,400
For Lang 207	1946	2213	2,430	2,346	2,518
History					3,426
Humanities 215	423	198	219	135	96
Reading 302	963	987	738	948	897
Rel/Phil 211	5199	4533	4476	4,116	3,792
Pol Sci					1,203
Soc Sci 165	10506	10014	9702	8,451	1,179
TOTALS	55,148	52,502	48,705	44,952	42,931

Division Declared Majors

Declared Majors

Dept	AY2019	AY2020	AY2021	AY2022	AY2023
Behv Sci 164	361	410	517	522	314
Econ					40
Eng/Lit 208	43	48	53	47	49
For Lang 207	21	23	21	19	17
History					30
Po Sci					27
Rel/Phil 211	8	8	16	15	14
Soc Sci 165	61	74	70	77	199
TOTALS	494	563	677	680	690

Division Completers

In spring 2023, these discipline-specific majors graduated from Butler. In addition, 379 Liberal Arts and Sciences majors graduated during the academic year.

Dept	AY2019	AY2020	AY2021	AY2022	AY2023
Behv Sci 164	23	18	18	30	21
Econ					1
Eng & Lit 208	1	4	4	2	6
For Lang 207	1	2	3	1	6
History					0
Poli Sci					3
Relg & Phil 211	1	0	0	1	0
Socl Sci 165	7	7	3	9	21
TOTALS	33	31	28	43	58

Personnel

As of this report, the Humanities and Social Sciences Division consisted of 35 full time faculty, 120 adjunct faculty, 2 administrators, and 2 staff members for a total of 159 personnel. The deans, administrative assistants, and department chair or lead faculty members are:

Dean	Dr. Troy Nordman
Associate Dean	Dr. Jonathan Craig
Administrative Assistant BOE	Janet Spencer
Administrative Assistant BOA	Amy Bruno

Department Chairs or Lead Faculty Members

Behavioral Sciences Chair	Cheree Encapera
Behavioral Sciences Digital Lead	Mary McMackin
Economics Chair	Dr. Noreen Templin
English Chair	Jim Buchhorn
English Lead	Sheryl LeSage
Developmental English Lead	Katheryn McCoskey
English Digital Lead	Dr. Andrea McCaffree-Wallace
Foreign Language Chair	Dr. Kelsey Harper
History and Social Sciences Chair	Dr. Tim Myers
Philosophy and Religion Lead	Dr. Regina Turner
Reading Chair	Dr. Elena Allen

General Division Work

- Continued development and revision cycle of division OERs.
- Full use of OER (Open Educational Resources) in 5 courses: EG 060, EG 101, EG 102, FL 130, LT 201, and BS 160.
- Textbook Affordability Team leadership and service
- Ed Tech Master Course development continuing
- KBOR Kansas Core Outcomes Group and committee leadership and service

- Emphasis on AVID high engagement strategies in division classes
- Online Writing Lab (OWL) management and service
- Curriculum Team membership and service
- Learning Calendar development and coordination
- Inclusion Council membership and service
- Faculty Development Team membership and service
- Academic Retention Team leadership and service
- Institutional Review Board leadership and service
- Personal Development leadership
- CARE Team membership and service
- AVISO leadership and service
- PROVIDE leadership and service
- Presentations, service club memberships, and charity work.

Division Highlights AY23

Behavioral Sciences

The behavioral science department continues to support students through SoPsyched! Various events are held on campuses in El Dorado, Andover and Rose Hill including stress reduction and “Pet the Puppies” day during mid-term and finals week. Hundreds of students come to relieve stress each semester at these events! Behavioral Sciences also hosts movie nights on Halloween and Valentines Day! This year, the Psychology of Love Movie Night event had over 50 students in attendance. One of the biggest accomplishments of SoPsyched is the research done with students. This year once again Butler Psychology/Sociology students will be presenting research at a regional conference in Kansas City. This research is sponsored by Dr. Nathan Swink. This is a valuable experience that Butler students can take part in, putting them ahead of their peers at their next institution.

The Behavioral Science department has also implemented two OER's this academic year, Psychology and Substance Use Awareness. To date, the department has already saved students nearly \$150,000.00 in just two semesters of use. It is exciting to serve students in this way and the department looks forward to finding more opportunities to implement OER's and save students even more money.

The Behavioral Science department has also started a department get together each semester for psychology and sociology majors. Snacks and fellowship, along with advice are provided if wanted. The goal is to connect students with one another to provide a support team during their time at Butler. It is also hoped majors' students will see instructors are available outside the classroom to help them feel more connected to Butler, the program, and faculty. These efforts will benefit both retention and completion efforts.

Faculty Highlights

Cheree Encapera serves as Psychology Professor and Department Chair of Behavioral Science and was recently chosen to serve as the statewide Psychology co-chair in the KBOR initiative for the development and use of OERs. She is also co-chair for Child Psychology at KCOG and for Cultural Diversity and Ethnicity. Cheree also serves as a KPAC commissioner in Kansas to help support pro-education candidates in state and national elections. At Butler she serves on the Student Review and Appeal Board,

EdTech Emissaries, Quality Assurance Team, Textbook Affordability Team, BCCEA Bargaining Team, and various hiring committees. But of all the committees, Cheree's passion is working with students as a SoPsyched advisor. Finally, Cheree recently developed an OER for General Psychology which is in current use by the department.

Mary McMackin serves as the Digital Lead for the department and is a member of the EdTech Quality Assurance Team. Mary continues to create, facilitate, and update training resources for faculty and students. She also continues to design, maintain, and update learning resources and Master Courses. She is catching onto the wonders of AI and should have used it to create this update.

Dr. Nathan Swink continues to serve as Co-chair of the Institutional Review Board. He serves as co-faculty advisor to SoPsyched. A student in the SoPsyched Club, Missa Cordero, President of SoPsyched, was accepted to both a local (KCKCC) and regional (Rocky Mountain Psychological Association) conference to present her poster on the research she conducted regarding Multicultural Competency among teachers and professors. He continues to work with Love on a Leash and HAPI Paws to bring stress relief to students during mid-terms and finals.

Jeff Tymony currently sits on the El Dorado Board of the Homeless Initiative. He is also a member of the Inclusion Committee for the Kansas Board of Regents.

Economics

The Economics department continues to teach Principles of Microeconomics, Principles of Macroeconomics, and Engineering Economics in the face-to-face, online, and hyflex modalities with the full-time instructors of Dr. Noreen Templin and Ms. Kris Estes and several adjunct instructors. This semester, the department started teaching one class at EDCF in the online live format. Some of the department's students are involved with FBLA.

The department hosted a watch party for the "Women in Economics Symposium" by the St. Louis Federal Reserve on April 4.

Faculty Highlights

Kris Estes along with Dr. Noreen Templin presented "Stretch Your Hard-Earned Dollars!" and "To Hyflex or Not: That is the Question" at the BCC Spring IDD on March 28, 2024.

Dr. Noreen Templin, Department Chair, is an advisor for FBLA and traveled with students to the National Leadership Conference in Atlanta, Georgia in June 2023 and then the State Leadership Conference in February 2024 where many of the students placed in various events. She was named "Kansas FBLA Advisor of the Year." Dr. Templin attended the Kansas Data Science Conference at the University of Kansas in April 2023 and the American Economic Association's Conference on Teaching and Research in Economic Education (CTREE) in Portland, Oregon in May 2023. "A SWOT Collaboration for Community College Economics Courses" was the presentation given by Dr. Templin with three other economics instructors from around the country at the 21st Annual St. Louis Fed Professors Conference in St. Louis, Missouri in November 2023.

English

The English Department aims to be highly innovative and productive. English faculty are engaged in many major initiatives at the college. The department has led the way on OER

implementation, saving Butler students over \$2.5 million on textbooks. This money can be spent on other college courses or in the area. The department recently launched a new OER text for EG 060 and has revised our EG 101 textbook and LT 201 textbook; a revision of our EG 102 textbook is underway. Many English faculty work on projects that engage the community and promote Butler and the department has also worked closely with marketing to promote program offerings of the many system-wide transfer courses: Comp 1, Comp 2, Introduction to Literature, American Literature 1, American Literature 2, and Creative Writing. Over this last year, the English Department also continued to refine the Accelerated Learning Program (ALP) to meet the needs of Butler developmental English students and the upcoming requirements of KBOR. A recent change has been to alter the high school GPA placement requirements, which will begin with fall '24 enrollment. In June, four members of the full-time faculty will present an overview of our program and a workshop session at the Conference on Acceleration in Developmental Education (CADE) in Milwaukee, Wisconsin.

Faculty Highlights

Mary Higgs recently published a book entitled "Mindful Practice: A Beginner's Guide To Vibrant Living." She is finalizing social media posts for the audiobook, but the book is available for purchase on Amazon and other bookstores.

Sheryl LeSage, Lead Instructor, teaches various composition and literature courses and mentors full and part-time faculty. In addition to her normal teaching and administrative duties, she completed a third iteration of Summer Jam. This semester, she will participate in the search committee for hiring new English faculty. She will also join with a group of colleagues to present a panel discussion at the CADE conference in Milwaukee in June. On the Andover Campus, she worked with Professor Mac Thompson to set up a version of a Butler Book Exchange. They arranged for a bookshelf to be set up in a well-traveled hallway and stocked it with fiction of all genres. She ordered signage and bookmarks containing a QR code that will lead students to department course offerings, and she places a bookmark in every book, as well as curating the shelves. She has personally donated more than 100 books to the project. Students are welcome to take and keep any book they like. It is hoped this will help raise student awareness of and spark interest in Butler English department courses.

Kathy McCoskey, Developmental Lead, has been involved in leading the English Department's continued refinement of the Accelerated Learning Program (ALP) to meet the needs of our developmental English students and the upcoming requirements of KBOR. A recent change has been to alter our high school GPA placement requirements, which will begin with fall '24 enrollment. She has also helped lead the Developmental Education Team for the college, along with Bethany Chandler from the Math Dept., and that team has gained momentum in coordinating efforts. She has presented at two conferences: Heartland CRLA (College Reading and Learning Association) in April 2023 and the online CADE (Conference on Acceleration in Developmental Education) in June 2023. She will also join a team of Butler English professors to present in-person CADE 2024 in June. Professor serves as Historian on the Board for Heartland CRLA.

Cory Teubner served as pronouncer at the Butler County Spelling Bee last month, for the 4th year in a row. He also began restructuring Personal Development (PDX) offerings to match revised statewide coordination within the General Education "buckets." The course will expand to several more degree pathways and reach significantly more students starting

in the fall. He continues to coordinate a recently strengthened AVID Site Team as they reach out to area AVID public K-12 schools. The team hopes to collaborate with marketing to recruit students in AVID programs on the strength of Butler's superior student support and fun, engaging pedagogy. This fall he will work with Kathy McCoskey to pilot a blended EG 060 as part of her work reformatting the ALP program to better serve Butler students taking developmental education classes. He is working with the Inclusion Council to monitor current SB155 to evaluate the impact its passage might have on our existing student support systems. Lastly, he has worked with Patrick Emory and Phil Speary to administer Inclusion Council qualitative research about the experiences of Butler students and professional employees.

Mac Thompson continues to teach English and literature courses and is researching and working to teach more of Butler's ESL (English as a Second Language) courses. He worked with Sheryl LeSage to institute Butler's Book Exchange.

Dr. Mindy Trenary has done several presentations on Introduction to LibreTexts and Advanced LibreTexts. She also serves on the following committees: State of Kansas OER Steering Committee, Trainer's Subcommittee (State of Kansas OER Steering Committee), High Enrollment General Education Subcommittee (State of Kansas OER Steering Committee), Mission and Vision Team (State of Kansas OER Steering Committee), State English OER Liaison, and Butler's Inclusion Council.

Dr. Andrea McCaffree-Wallace earned her Ed.D. from the University of Florida in spring of 2023 after completing her dissertation studying online best practices at the community college. Dr. McCaffree-Wallace was also selected by the KBOR OER committee to evaluate and present English OERs for faculty in the state of Kansas in spring of 2024. She also continues to run a community of practice for online English teachers, with current topics including active learning in online English classrooms and using podcasts in online classes. Additionally, Dr. McCaffree-Wallace continues to spearhead the revision of English composition textbooks at Butler, with the latest EG 102 book revision (launching fall 2024) including content on ethical and unethical AI use in writing.

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

Foreign Language

The Foreign Language department continues to offer classes in Spanish, French, Japanese, and Russian. It continues to work on switching from textbooks to all OER in its courses. This would be a significant savings to students. Following are some department highlights:

- Open educational resources (OER) under construction and on track to begin Fall 2025: No-cost materials for all face-to-face Spanish courses and low-cost for all online Spanish courses. Heading toward proficiency-based instruction.
- Spanish for Healthcare in development (Leslie Pierson)
- Keeping closer track of language course enrollment through AVISO (Watermark) and will track how OER implementation impacts enrollment
- Offering Global Seal of Biliteracy and Certificate of Proficiency in Spanish as resume builders, including digital badges
- Faculty professional development: Reading *Honing Our Craft*
- Conversation Club for students initiated and well attended (even online students attended) for a total of ~25 students at first event.
- Conference presentation at KU on 2/17/24: "Transitioning to OER in a Community College Spanish Program" (Dr. Kelsey Harper, attended and presented)
- Partnership with the Rotary Club RITE program (exchange teachers visit us and host a conversation club meeting at Butler in the fall)
- Amanda attended virtual KU OER Language Conference (2/17/2024)
- Amanda Hadley and Kelsey Harper participated in Future Foundry - AY23-24 (PD by Faculty Development)
- Amanda attended virtual World Language Teacher Summit (3/4/24 - 3/8/24)
- Completion of FL 202 Spanish Readings Canvas Course using OER

Faculty Highlights

Amanda Hadley teaches all levels of Spanish courses. Recently, she participated in Future Foundry-Fall 2023 (PD by Faculty Development), the University of Kansas OER Language Conference, and the World Language Teacher Summit. She successfully completed the FL 202 Spanish Readings course and OER book, and she continues work on the FL 107 OER book, Canvas course shell, and course materials and assessment. The new OER course will be proficiency based and focus on what students can do with the language! In her courses over the past year, she has included a focus on SEL (Social Emotional Learning) strategies like brain breaks, daily student check-ins, encouraging student self-reflection, and fostering peer-peer connections to help develop students' intrapersonal and interpersonal skills. She has also included more technology into everyday class activities with the knowledge gained from the Future Foundry. Students have created multiple projects with Adobe Express and are showcasing their work with portfolios using Express webpages.

Dr. Kelsey Harper, Foreign Language Department Chair, continues to teach Spanish courses. Her updates are listed above in the department highlights.

Leslie Pierson continues to teach Spanish courses. She offers Spanish 1 and 2 students remote access via Zoom as needed and provides students with comprehensive access to daily lesson materials via an online lesson planner. This optimizes face-to-face students' course experience, combining the engagement of live class with the convenience of online (access to Powe:rPoints, handouts, links, etc.). Recently she collaborated with Associate Dean Janet Schueller to initiate the process of adding a reinvented Spanish course to the pre-Nursing pathway as well as with Dean Julio Guerrero to offer Spanish for Healthcare Professionals not only to pre-Nursing but to the pre-Health pathway. She Conducted research broadly to inform the new Spanish for Healthcare Professionals course development (including current Nursing students, faculty, and healthcare

professionals in the area.) Recently she worked with the Director of Medical Spanish at the University of Kansas to align the curriculum for transfer as part of the Butler & KU Nursing Partnership. She continues to communicate with KU students via the KU Alumni Network as part of ongoing outreach work and serves as a KU Mentor for Master of Education, Foreign Language program students. Professor Pierson is a member of ACTFL (American Council on the Teaching of Foreign Languages).

History and Social Science

Faculty Highlights

Dr. Tim Myers, Department Chair, teaches History courses and serves on the board of the Kansas Oil Museum. He recently presented on Francisco de Coronado and Seven Cities of Gold at the Kansas Oil Museum in October during the Frontier Days weekend and gave this same presentation at the Cherokee Strip Land Rush Museum in Ark City in November. Also, in October he presented at the Coronado and Quivira Museum in Lyons, Kansas on Don Juan Onate and the Quest for Quivira.

Vicki McKain recently completed 18 graduate hours in Political Science.

Janice Zuk continues to be a reader for the College Board grading AP European History exams. It is her 22nd year grading for the Board.

Philosophy and Religion

The department continues to support and advise the BCC Philosophy Club. The department is developing an OER for the Intro Philosophy course to begin August 2024 and the Ethics class to begin January 2025. They will also be developing an Engineering Ethics course that will transfer to WSU with a goal of offering it in August of 2025. The Department congratulates Dr. Turner on her eminent and well-earned retirement.

Faculty Highlights

Dr. Terry Sader assumes the department Chair duties after this semester. He also continues to serve in leadership of the BCCEA (President Ex Officio, starting in August) and on the KNEA Board of Directors. He continues as faculty adviser for the Philosophy Club. He is currently working on developing OERs for both Philosophy and Ethics courses.

Reading

Faculty Highlights

Dr. Elena Allen, Department Chair and Russian instructor continues work on the development for OERs for reading courses. She will also be moderating a discussion "Technology in Teaching Russian" at CARTA Conference on April 5-7th.

Division Administrative Reports

HSBS Administrative Assistant Highlights

The Humanities and Social and Behavioral Sciences Division operates with two assistants, **Amy Bruno** at Butler of Andover and **Janet Spencer** at Butler of El Dorado. They perform office tasks such as developing and overseeing semesterly processes, creating instructional documents, calculating faculty pay, and updating the division's directory and files as needed. Their duties require knowledge of several programs and applications, including Banner, Argos Canvas, Microsoft 365, Adobe, AVISO/Watermark, and Ad Astra.

Amy Bruno continues to share her talents with the HSBS Division. Over the past year, she has served on the HSBS Dean and HSBS Administrative Assistant II search committees, aided in training the new HSBS Administrative Assistant, co-hosted an AVISO/Watermark training session at Fall 2023's Institutional Development Day (IDD), acted as liaison between the English Department and Facilities Management to set up a Butler Book Exchange area at the Andover campus, and earned five badges from Adobe's Creative Skills Series. Amy has also completed the dynamic presentation of Butler's *Academic Plan '27* results in a viewbook, which is available at the following link: <https://www.butlercc.edu/info/201249/academic-plan/1082/academic-plan-27-document>).

Janet Spencer joined the division as an administrative assistant in the summer of 2023. She has been a great addition to the team supporting division faculty on the El Dorado campus. As a graduate of Butler Community College, she has continued her education and received her master's degree in human resource / business administration. Janet is diligent and continues to pursue various trainings such as Adobe Sign, AVISO, Ad Astra, and Excel to build her skillsets and navigate the first-year learning curve. Janet is continually active in her church, sitting on the Church board as personnel / Elder and the current President of The Quality Care Services board supporting the local Food Care Program within the community.

HSBS Administrative Highlights

Dr. Jonathan Craig completed his doctoral degree in adult learning & leadership focused on community colleges from Kansas State University in May 2023. He defended dissertation research focused on how Name, Image, & Likeness (NIL) policy could affect the experience of community college student-athletes. He continues to serve on the board for two local 501(c)(3) foundations: the El Dorado Community Foundation and USD 490 Partners in Education (P.I.E.) Foundation where he serves as Vice President. He is also active in the community as a church member and KSHSAA basketball official.

Dr. Troy Nordman officially became Dean for the division in December. He continues to serve as Treasurer on the Board of Directors at the White Eagle Credit Union. He continues to represent Butler on the Rotary Club of Andover. For the past twelve years he has held various offices including president. In June and July 2023, he worked with Ken Spurgeon on his film "Sod and Stubble." Along with a small role in the film he worked as one of the Associate Producers.

Program Viability Determination (PROVIDE) Committee

Now in its sixth year, the PROVIDE Committee continues to conduct program cluster evaluation on an annual basis and is co-chaired by Jon Craig, Associate Dean of Humanities, Social and Behavioral Sciences, Kay Kautz, Director of Resource Development, and Briony Smith, Research Analyst I. The committee is comprised of cross-institutional representation from faculty within each academic division, marketing, foundation, finance, registrar, institutional research, and academic administration.

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

For the academic year 2023-2024, the following 20 program clusters are currently engaged in an evaluation cycle: Art, Behavioral Science, Biology, Business Administration, Chemistry, Criminal Justice, Dance, Education, English/Literature, Foreign Language, Health Sciences, Human Performance, Mass Communications, Math, Music, Philosophy and Religion, Physics, Social Science, Speech, and Theatre. The following CTE program clusters are currently in a response cycle and their program cluster scores were published in the fall 2023 semester: Agriculture, Allied Health, Automotive Technology, Business Systems Technology, Construction Technology, Culinary Arts and Hospitality Management, Diesel Technology, Early Childhood Education, Engineering Technology, EMT, Fire Science, Information Technology, Nursing, and Welding.

HLC Criterion 4 – Teaching and Learning: Evaluation and Improvement

In preparation for the HLC site visit in the spring of 2023, Dr. Jon Craig, Associate Dean, worked as a member of the HLC Steering Committee to draft an assurance argument narrative addressing Criterion 4. As a collaborative project, several departments and committees were engaged in contributing to this successful work.

Open Educational Resources

The HSBS Division continues to research and develop Open Educational Resources (OER) with the goals of maintaining quality and rigor of content and increasing student savings over conventional textbooks. In fact, AY23 saw our largest AY savings at \$797,130.00. From Fall 2018 through Spring 2023, OER in EG 060, EG 101, EG 102, LT 201, and now BS 160 (General Psychology) collectively saved students over 2.6 million dollars over the cost of conventional textbooks based on the Maricopa Community College standard savings of \$100 per student. (Please see the AY23 tables of OER savings following.)

Work on additional OER texts within the division (including EG 010, PL 290) is being developed and will be incorporated into courses beginning in fall 2024. A pilot OER for HS 201 (World Civ I) will happen in summer and likely go live in fall as well. OERs for LT 204 (Intro to Poetry) and LT 215 (American Literature I) will launch spring 2025, and the FL 107 OER will launch in fall 2025). To encourage more OER use, the VPA (Vice President of Academics) Innovation Fund is providing dollars for faculty to develop them in a special program guided by Dr. Mindy Trenary and Judy Bastin, Head Librarian. On successful application, individuals or teams of faculty will adopt, adapt, or create OER under the tutelage of the OER librarian and experienced faculty mentors. The new OER development program was originally designed by Judy Bastin, Director of Butler Libraries, and Dr. Susan Bradley, retired HSBS Dean.

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

Open Education Resources (OER) - A/Y 23 Perspective in HSBS Division OER
 Summer 2022 Sales EG 060 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 060 OER	14	14	\$10.00	\$140.00	\$100.00	
TOTALS					\$1,400.00	\$1,260.00

Summer 2022 Sales EG 101 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 101 OER	135	135	\$10.00	\$1,350.00	\$100.00	
TOTALS					\$13,500.00	\$12,150.00

Summer 2022 Sales EG 102 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 102 OER	156	156	\$10.00	\$1,560.00	\$100.00	
TOTALS					\$15,600.00	\$14,040.00

Summer 2022 Sales LT 201 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
LT 201 OER	44	44	\$10.00	\$440.00	\$100.00	
TOTALS					\$4,400.00	\$3,960.00

Fall 2022 Sales EG 060 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 060 OER	97	97	\$10.00	\$970.00	\$100.00	
TOTALS					\$9,700.00	\$8,730.00

Fall 2022 Sales EG 101 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 101 OER	1560	1560	\$10.00	\$15,600.00	\$100.00	
TOTALS					\$156,000.00	\$140,400.00

Fall 2022 Sales EG 102 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 102 OER	470	470	\$10.00	\$4,700.00	\$100.00	
TOTALS					\$47,000.00	\$42,300.00

Fall 2022 Sales LT 201 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
LT 201 OER	86	86	\$10.00	\$860.00	\$100.00	
TOTALS					\$8,600.00	\$7,740.00

Spring 2023 Sales LT 201 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
LT 201 OER	137	137	\$10.00	\$1,370.00	\$100.00	
TOTALS					\$13,370.00	\$12,000.00

Spring 2023 Sales EG 060 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 060 OER	87	87	\$10.00	\$870.00	\$100.00	
TOTALS					\$8,700.00	\$7,830.00

Spring 2023 Sales EG 101 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 101 OER	1660		\$10.00	\$16,600.00	\$100.00	
TOTALS					\$166,000.00	\$149,400.00

Spring 2023 Sales EG 102 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 102 OER	467		\$10.00	\$4,670	\$100.00	
TOTALS					\$46,700.00	\$46,700.00

Fall 2023 Sales EG 060 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 060 OER	467		\$10.00	\$1,940	\$100.00	
TOTALS					\$19,400.00	\$17,460.00

Fall 2023 Sales EG 101 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 101 OER	1,471		\$10.00	\$14,710	\$100.00	
TOTALS					\$147,100.00	\$132,390.00

Fall 2023 Sales EG 102 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
EG 102 OER	476	467	\$10.00	\$4,760	\$100.00	
TOTALS					\$47,600.00	\$42,840.00

Fall 2023 Sales LT 201 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
LT 201 OER	66	66	\$10.00	\$660.00	\$100.00	
TOTALS					\$6,600	\$5,940.00

Fall 2023 Sales BS 160 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
Gen Psych	1045	1045	\$10.00	\$10,450.00	\$100.00	
TOTALS					\$100,450.00	\$90,000.00

Spring 2023 Sales BS 160 OER

<u>Course Text</u>	<u># Enrolled 20th Day</u>	<u># Sold</u>	<u>Price</u>	<u>Total Sales</u>	<u>Cost Maricopa Avg</u>	<u>Savings Using Maricopa Avg</u>
Gen Psych	665	665	\$10.00	\$6,650.00	\$100.00	
TOTALS					\$66,500.00	\$59,850.00

HSBS Division OER Totals AY23

Current courses: EG 060, EG 101, EG 102, LT 201, BS 160

Student savings for AY23	\$794,990.00
Student savings from Fall 2018 – Spring 2023	\$2,656,740.00
Average savings per terms (14 terms)	\$189,767.00

Courses in progress: LT 204, LT 215, HS 201, PL 290, PL 291, FL 107, FL 108, FL 201

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

TOPIC for DISCUSSION

Presidential Search

REPORT:

At the March 25, 2024 Special Board Meeting, the Board approved the hiring of Gold Hill Associates to assist with the presidential search. Discussion will be held on next steps for engagement with the consultant and initial timeline to be established for the search.

RECOMMENDED ACTION:

This 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: April 9, 2024

TOPIC for DISCUSSION
Turf and Track Replacement

REPORT:

Late last fall, the EFABC began to discuss the process for replacement of the turf and track at BG Products Veterans Sports Complex. The stadium opened in the fall of 2012 and is a partnership between the City of El Dorado, USD 490 and Butler Community College. Turf and track surfaces typically have an 8-10 year lifespan and the surfaces at the stadium are at least 2 years beyond this.

In December, EFABC reviewed funding sources and it was determined that Jenifer Davis, USD 490 Superintendent, would contact Greenbush Cooperative for assistance in securing quotes for the project. The Greenbush Cooperative allows schools, non-profits, and municipalities to use the expertise and influence of Greenbush to review vendors for approval and bring them forth to enter bidding processes. Greenbush works with vendors to understand their products and to secure base contract prices for the year. They vet the contractors and approve those who meet specific standards ensuring all statutory bid requirements are met.

To save time and based on the experience the partners have had in utilizing the expertise of Greenbush in purchasing processes, it was decided to have Greenbush assist in the process to attain quotes from approved vendors for the turf and track replacement. Letters of request for quotes were sent in February to all Greenbush approved vendors. The letters included a request for base turf replacement, alternate turf upgrade, and track replacement.

Quotes were received from Mammoth, Hellas, and Mid-America/AstroTurf Construction. Each company attended a mandatory walk-through of the stadium prior to submitting their proposals to the City. Interviews were held by EFABC with each of the vendors on March 21st and follow-up questions were then submitted to each vendor for further clarification of their quotes and processes. Quotes received for both turf and track replacement ranged from approximately \$1M to \$1.25M however EFABC has not yet finalized their recommendation on the vendor and specific products.

The project costs will be supported by EFABC funds currently in reserve as well as donor funds expected to be received in the next 2-10 years. The City's bond counsel is currently working on an agreement for the entities to ensure a financing structure is in place in the event the stadium contributions don't come in before the annual debt service payment is owed.

Project documents and information are currently being compiled and will be shared at the meeting. If finalized prior to the meeting, it will be sent to Trustees ahead of the meeting.

RECOMMENDED ACTION:

For discussion purposes at this time unless information is available for the Board to approve support of the EFABC recommendation for turf and track replacement financing.

RECOMMENDED FUNDING SOURCE:

Private donor support/temporary College funding

Submitted by: Dr. Kimberly Krull, President

Supervisor: Linda Jolly, Board Chair

Date: April 9, 2024

TOPIC for DISCUSSION
Board Governance - Quarterly KORA Report

REPORT:

The KORA Quarterly report for requests received January 1, 2024 through March 31, 2024 is included.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kim Krull, President

Supervisor: Linda Jolly, Board Chair

Date: April 9, 2024

Kansas Open Records Act Ending March 31, 2024

Date Received	Request From	Subject	Language of Request	Date of Resolution
2/11/2024	Jim Cantrell	Educators Legal Liability Insurance Policy	Requesting a current educator liability insurance policy issued to the college as well as a copy of the invoice.	2/13/2024
3/4/2024	Kelli Sturm	Teacher Positions & pay	Requesting teacher title positions, 2024 base pay for positions and current 2024 established pay grade/range for positions. Kent sent 22-23 Master Agreement.	3/6/2024
3/4/2024	Levi Thomas	Graduating Students Info	Requesting names, home addresses, phone numbers of record and activity interest of all individuals who are scheduled to graduate in May	3/6/2024

BOARD ACTION ITEMS

**TOPIC for ACTION
Core Community**

REPORT:

Core Community, a non-profit focused on engaging communities to lift families out of poverty, attended the February Board meeting to discuss their mission. They requested funding from the College for 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. At that time, the administration indicated it would be difficult to set aside scholarship funds for the families, but direct connections could be made with Foundation staff to provide support in understanding availability of Foundation scholarships and the application process to be used. Discussion was also held as to whether College funding that comes from the state and from taxpayers could be provided to a non-profit.

College legal counsel, Ray Connell, was asked to review KSA 71-201 Board of Trustees: Powers and Duties. His review indicated the Board does not have the specific authority to donate public funds to a non-profit organization. Butler staff will work closely with Core Community staff to provide information on educational, student success, and scholarship opportunities available to all Butler students. Trustee Smith requested this Topic for Action to provide funding support for Core Community.

RECOMMENDED ACTION:

The administration does not recommend approval of funding support for Core Community, a non-profit organization.

RECOMMENDED FUNDING SOURCE:

Submitted by: Dr. Kimberly Krull, President
Supervisor: Linda Jolly, Board Chair
Date: April 9, 2024

TOPIC for ACTION
National Fitness Campaign

REPORT:

Please watch this 3-minute video prior to the April Board of Trustees Meeting to gain an understanding of the mission and impact of the National Fitness Campaign. This video was the motivation behind presenting this opportunity for Butler students and the community.

<https://www.nationalfitnesscampaign.com/watch>

The background for the Fitness Court was shared at the March Board of Trustees meeting. It is recommended that the College join the over 500 communities and schools already part of the Campaign and pursue the Fitness Court Studio configuration. The Fitness Court Studio will support student health and wellness initiatives on campus as well as become an asset for academic courses such as Dance, Fitness, and Lifetime Fitness Courses. Over 500 communities and schools are already part of the nationwide Campaign including Garden City Community College, Central Christian College, Topeka Public Schools, and a dozen Kansas municipalities.

Kay Kautz, Director of Resource Development, completed the grant application and on November 21, 2023 Butler Community College was awarded one of five \$50,000 grants available in the state of Kansas, which is the largest grant in the state. Prior to applying and being awarded the grant, this initiative was reviewed and supported internally by the Vice-President's group. The grant supports an important piece of the funding and is required for participation. It was not a situation of applying for the grant to see if we wanted to pursue the Fitness Court.

The Fitness Court Studio project is also supported by the Student Government Association as well as by the students living in the residence halls as gathered by surveys. Student conversations and surveys have indicated that students approve of the project and are excited to use the facility once it is available on campus.

To maximize impact of the Fitness Court Studio, a site adjacent to the outdoor sand volleyball court has been identified for its placement. This is an ideal location due to its proximity to residence halls and its ease of access for students, staff, and other members of the community. This will provide an impactful amenity on campus to support student life initiatives, academic programs, community engagement, and our continued efforts to improve retention on campus.

The estimated cost for this project is:

Fitness Court Project	
Fitness Court Studio & Campaign Services	\$195,000
<i>*Optional Local Artist Graphic Upgrade*</i>	\$25,000
BCBS of Kansas / NFC Grant	-\$50,000
NFC Quote Amount For Fitness Court and Partnership	\$170,000
Concrete Slab (Estimated - sourced locally)	\$40,000
Installation	\$34,500
Local Construction Estimate	\$74,500
Total Project Estimate	\$244,500 (\$219,500 without art upgrade)

Will Craig, NFC Education Partnership Director, will be available via Zoom to answer any questions and provide additional information on the initiative and Fitness Court Studio.

RECOMMENDED ACTION:

It is recommended that the Board approve this project to be placed on campus. The Fitness Court will support campus health and wellness initiatives for students, faculty/staff, and the entire El Dorado community.

RECOMMENDED FUNDING SOURCE:

It is recommended to use the Campus Life Fund for this project. Balances for this account for the last three years are: FY21: \$4,453,053.76; FY22: \$4,601,295; FY23: \$4,611,060.01. There are no tax dollars associated with this fund.

Submitted by: William D. Rinkenbaugh, Vice President of Student Services

Supervisor: Dr. Kim Krull, President

Date: March 26, 2024

Oakland University:



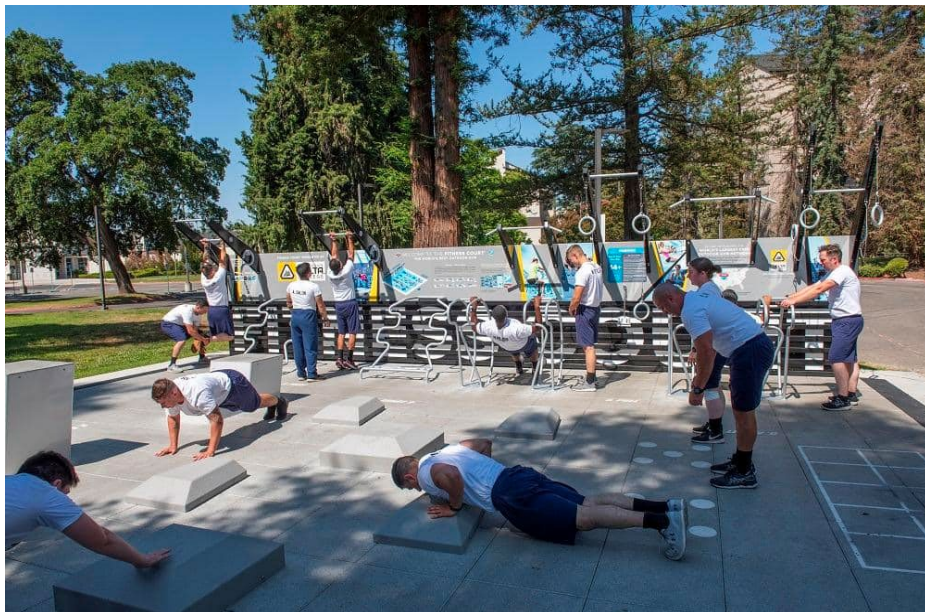
Bridgewater State University:



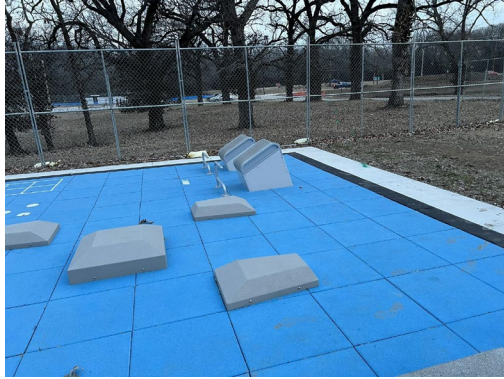
Central Christian College:



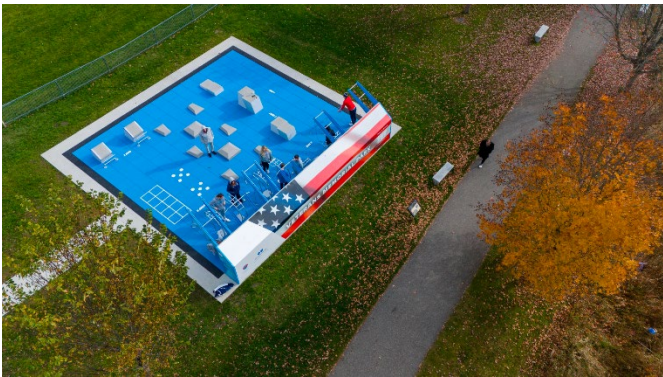
San Joaquin Delta College (Peace Officer Training Program):



Coffeyville, Kansas:



Additional Examples:



Local Artist Examples:



WORLD CLASS MATERIALS & SYSTEM
FITNESS COURT

Made & Manufactured in the USA
 Designed by NFC in California.



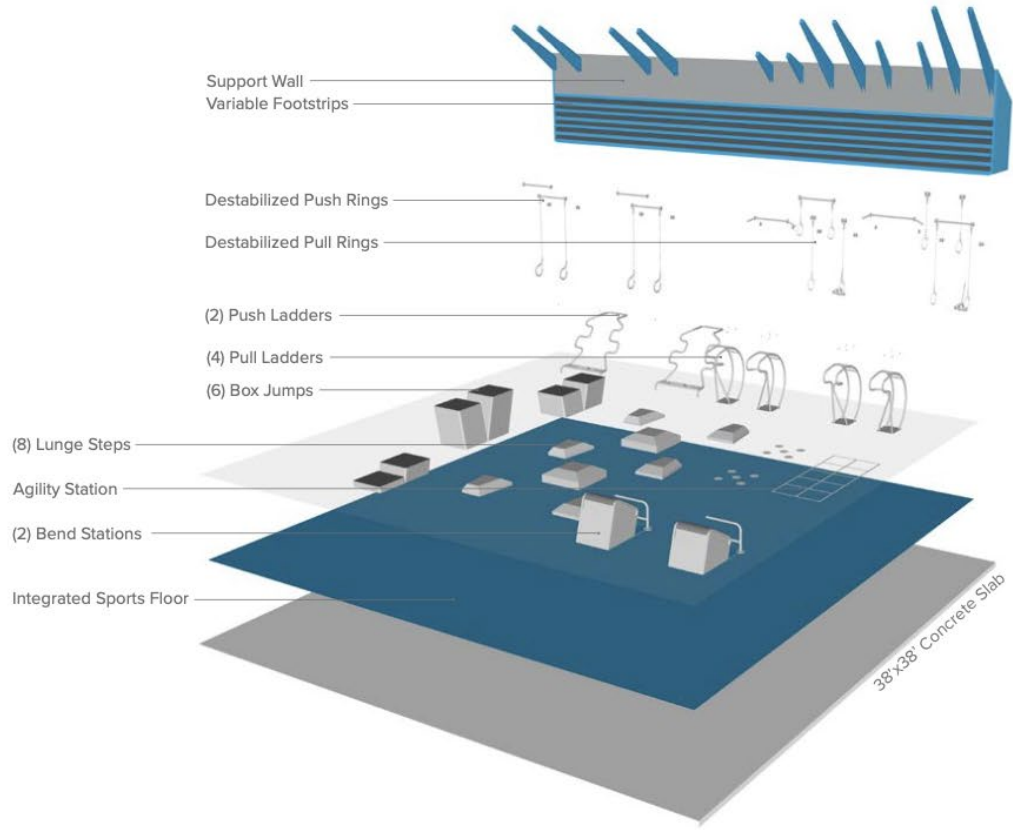
High Quality
 Dual-layer powder-coating
 carbon steel



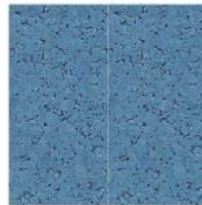
Durable Materials
 Tamper-resistant,
 galvanized & stainless
 steel bolts and fittings.



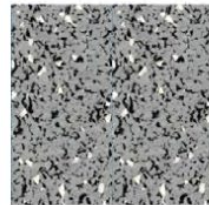
Best In Class
 Anti-graffiti laminate vinyl
 decals



Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.



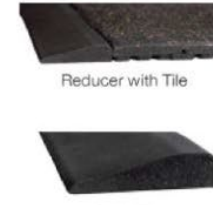
Top (Blue Option)



Top (Grey Option)



Bottom



Reducer with Tile

Reducer

TOPIC for ACTION
Revised Software Development AAS

REPORT:

This packet contains information regarding the Fall 2024 revision of Software Development (AAS) for 2024-25 to include four new electives focused on Artificial Intelligence.

The addition of an Artificial Intelligence (AI) emphasis to the Software Development program is driven by the clear and growing demand for AI expertise from both students and employers.

This change is intended to address the current gaps in AI implementation and research, ensuring that students are equipped with the necessary skills to excel in this fast-paced and dynamic field. Market analysis indicates a steady increase in the adoption of AI technologies, creating a surge in job opportunities and a high demand for professionals with AI knowledge and skills. The objectives of the program are well-defined, aligning closely with industry standards and emphasizing practical, hands-on experience through real-world projects. The curriculum is carefully designed to provide a comprehensive understanding of AI principles and applications, supported by expert faculty and state-of-the-art resources. To cater to diverse student needs, various delivery options are available, ensuring flexibility and promoting collaboration among students. In addition to the academic aspect, the program offers robust student support services, including internships and career counseling initiatives, to enhance student success.

The revision includes an opportunity during the second year of the program for students to choose four electives for a stronger focus on artificial intelligence within Butler's existing Software Development AAS. Qualified Butler faculty currently teach within this area so no additional costs are associated with the addition of the four new elective courses. Once approved by the Board of Trustees, this revision will be submitted to KBOR for a desk review and staff approval.

RECOMMENDED ACTION

It is recommended the Board of Trustees approve the revision of the Software Development (AAS).

RECOMMENDED FUNDING SOURCE

No additional funding is required at this time as this is part of an existing program.

Submitted by: Dr. Peter Linden, Dean of Career and Technical Education
Supervisor: Dr. Phil Speary, Interim Vice President of Academics
Date: March 25, 2024

**Revised Program Request Form
CA2**

General Information

Institution submitting proposal	Butler Community College
Name, title, phone, and email of person submitting the application	Phil Speary, Interim Vice President of Academics 316-322-3110 pspeary@butlercc.edu Heather Rinckenbaugh, Interim Vice President of Academics 316-322-3345 hrinckenb@butlercc.edu
Current program title	Software Development
Current CIP code	11.0201
Revised program title	No change
Revised suggested CIP code	No change
Standard Occupation Code (SOC) associated to the proposed program CIP (if changing)	No change
Degree/Certificate program description	AAS
Number of credits for the revised degree and/or certificate(s)	60
Proposed date of initiation	Fall 2024
Specialty accrediting agency	N/A
Industry certification	

Signature of College Official Phil Speary Date 03/25/24

Signature of KBOR Official _____ Date _____

Application for Revision of Existing Educational Program

Please respond to the following criteria in narrative form. Attach all required documents (CA-2a) and any additional supporting documents to the application as appendices. Provide complete answers to all criteria.

Criterion I: Rationale for Program Revision

- Provide a detailed rationale for the program change including student and employer demand for the change
The addition of an Artificial Intelligence (AI) emphasis to the Software Development program is driven by the clear and growing demand for AI expertise from both students and employers. This change is intended to address the current gaps in AI implementation and research, ensuring that students are equipped with the necessary skills to excel in this fast-paced and dynamic field. Market analysis indicates a steady increase in the adoption of AI technologies, creating a surge in job opportunities and a high demand for professionals with AI knowledge and skills. The objectives of the program are well- defined, aligning closely with industry standards and emphasizing practical, hands-on experience through real-world projects. The curriculum is carefully designed to provide a comprehensive understanding of AI principles and applications, supported by expert faculty and state-of-the-art resources. To cater to diverse student needs, various delivery options are available, ensuring flexibility and promoting collaboration among students. In addition to the academic aspect, the program offers robust student support services, including internships and career counseling initiatives, to enhance student success.
Accreditation processes and quality assurance measures are in place to uphold rigorous standards. Budget considerations and financial planning have been carefully managed to ensure the program's sustainability and effectiveness over time. Appendices containing market research data, faculty credentials, and industry endorsements further support the rationale for the establishment of the AI program, highlighting its potential to make a significant impact in meeting the growing demand for AI expertise.
- Provide a letter from the Chair or Dean documenting college support and administrative rationale for the revision **See APPENDIX A**

Criterion II: Curriculum

- Describe in detail how the revised program differs from the current program
The revision involves enhancing the Artificial Intelligence (AI) program within the Software Development pathway. The updated structure maintains consistency in the first two semesters while introducing specialized AI courses such as Ethics in AI, Computer Vision, Reinforcement Learning, Data Science, Introduction to Robotics Programming, and Natural Language Processing.
- Complete and submit a CA2-a form listing all courses in the current program and courses in the revised program **See APPENDIX B**
- List by prefix, number, title, and description of all courses to be required in the new program **See APPENDIX C**

Criterion III: Admission and Graduation Requirements

- Describe the admission and graduation requirements for the revised program and detail how they differ from the current program
No change

Criterion IV: Facilities

- Describe any changes to current facilities that are necessary due to the program revision
No change
- Describe any new facilities required by the program revision.
No change

Criterion V: Resources

- Describe how the funding for the revised program differs from the current program funding
No change to current funding
- If existing resources are not adequate to support the revised program, explain the additional resources needed and the source(s) of the funds

Criterion VI: Faculty

- Describe faculty qualifications and/or certifications require to teach in the revised program and explain how they differ from the current program
Faculty are expected to have expertise in the area of the specialty in which they are teaching. Industry experience is prioritized so the instructors are familiar with the business or manufacturing processes in which the software developers will be employed. Our current faculty instructor has thirty-two years of engineering experience at Boeing/Spirit companies, utilizing Machine Learning for materials pricing in the late 90s, and built a strong foundation in the field. Following retirement from Spirit, he transitioned into teaching and has since been deeply involved in Career and Technical Education (CTE) and Project Lead the Way (PLTW) programs at Augusta and Winfield School districts. In these roles, he teaches Robotics and holds certifications in Computer Integrated Manufacturing, Computer Science Principles, and Principles of Engineering from PLTW. Additionally, a Bachelor of Science degree in Manufacturing Technology from Southwestern University and has completed a boot camp on artificial intelligence at Kansas University.
- Describe plans for additional faculty to support the revised program
No changes in full time faculty are expected. Butler currently supports one full time faculty member in this degree path. It is anticipated that part time adjunct instructors will be retained for their specific areas of expertise and used as enrollment necessitates.

- Describe how the revised program impacts the current faculty, i.e. need for training on new equipment, new certifications
Butler supports Life Long Learning, and it is anticipated that faculty will desire training and certifications in different software development courses. Opportunities exist for faculty to attend training sponsored by various vendors. Much of this training is offered to instructors at no cost. Butler is now an Academic Partner through EC-Council and will be able to leverage training from there as well.
- Describe the plan for updating current faculty qualifications if needed
Our third party vendor allows faculty to study and complete related certifications.

Criterion VII: Outside accreditation

- Describe plans for gaining or maintaining outside accreditation including a timeline, cost and funding source
No changes required.

Criterion VIII: Approvals

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

Submit the completed application and supporting documents to the following:

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

APPENDIX A
Letter from the Dean



To All Concerned:

Newly developed curricula proposed for implementation effective Fall 2024 as applied to Artificial Intelligence and Robotics is at the leading edge as seen by way of content matter and as college-level academic offering. This, as part of a relatively new and growing industry need that, according to available data, shows extreme promise and is fully anticipated to significantly expand.

In fact, the related curricular content is so innovative there are no other two-year colleges in our region presently offering it. Administrative leaders of Butler Community College support current and subsequent follow-up efforts on the part of faculty, working with our industry partners, to provide our community with the new Artificial Intelligence and Robotics curricula allowing students to remain at the cutting edge in this relatively new and exciting field – prior to pursuing a Bachelors or Graduate-level degree.

If there are any questions, feel free to contact me. Your support is greatly appreciated.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Peter Linden'.

Peter J. Linden, Ph.D.
Dean, Career and Technical Education

APPENDIX C Course Descriptions

EG 101. English Composition 1. 3 credit hours. Prerequisite: A score at a predetermined level on a placement instrument, or a C or better in EG 060 and RD 012, or a C or better in EG 060 and concurrent enrollment in RD 012, or a C or better in EG 063 and RD 015, or a C or better in EG063 and concurrent enrollment in RD 015, or concurrent enrollment in EG 060 (Accelerated Learning Program). This course will enable the student to communicate effectively through a variety of writing activities. The student will develop knowledge, skills, and critical thinking ability with regard to writing and reading. The student will recognize the importance of the grammatical and rhetorical structures of language to clear and effective writing. The student will recognize the process of creating documents through regular writing assignments. The learning outcomes and competencies detailed in this outline meet or exceed the learning outcomes and competencies specified by the Kansas Core Outcomes Project for this course, as approved by the Kansas Board of Regents (Transfers as ENG1010).

EG 102. English Composition 2. 3 credit hours. Prerequisite: EG 101 with a C or better. This course will enable the student to further develop argumentative writing strategies and patterns while developing critical intellectual skills and becoming proficient in library and online research and source citation styles. The learning goals and competencies detailed in this outline fully meet or exceed the learning outlines and competencies specified by the Kansas Core Outcomes Project for this course, as approved by the Kansas Board of Regents (Transfers as ENG1020).

ID 124. HTML and CSS. 3 credit hours. This course will enable the student to create web sites using Hyper Text Markup Language (HTML). The student will troubleshoot faulty web pages and provide corrective HTML and Cascading Style Sheets (CSS) coding. The student will learn about the origins of markup languages, how standards are established and changed, and the role of browser software companies in expanding web page capabilities. The student will hand-code HTML and CSS using simple text editors.

ID223. Beginning C++ with Game Programming. 3 credit hours. This course will enable the student to use C++ and the Standard Template Library to program text-based games and applications. The student will learn beginning procedural and object oriented programming using structured programming techniques to develop games and game applications.

IS 102. CompTIA Network+. 3 credit hours. This course will enable the student to install, configure, and maintain a network infrastructure using industry standard techniques. The student will monitor network performance, availability, and security using network tools, configuration, and services. The student will identify and evaluate network concepts and services. The student will create and maintain network documentation using standard practices.

IS 103. Information Technology Project Management. 3 credit hours. This course will enable the student to use a variety of project management techniques that can be applied in an information technology project context. The student will gain knowledge in the areas of integration management, scope management, time management, cost management, and quality management, which will serve as a foundation for an information technology project management position.

IS 110. AWS Academy Cloud Foundations. 1 credit hours. This course will enable the student to gain an overview of cloud computing concepts, independent of specific technical roles. The student will receive a detailed overview of cloud concepts, Amazon Web Services (AWS) core services, security, architecture, pricing, and support.

IS 111. AWS Academy Cloud Foundations. 2 credit hours. This course will enable the student to learn the fundamentals of building IT infrastructure on Amazon Web to optimize use of the AWS Cloud by learning about AWS services and how they fit into cloud-based solutions. The student will develop best practices for the AWS Cloud that apply to architectural solutions for different industries, types of applications, and business sizes. The student will be introduced to recommendations of various design patterns to help think through the process of architecting optimal IT solutions on AWS. The student will explore case studies that showcase how some AWS customers have designed their infrastructures and both the strategies and services they have implemented. The student will build a variety of infrastructures through a guided, hands-on approach.

IS 203. CompTIA Security+. 3 credit hours. This course will enable the student to identify and implement network security in a diverse information technology environment. The student will learn about network communications from a security standpoint, determine hardware and software security solutions, and perform exercises in securing networks and operating systems.

MA135. College Algebra. 3 credit hours. Prerequisite: Placement score or MA120 or MA125 (or MA127, MA128, and MA129) with a C or better. This course will enable the student to analyze functions and their graphs (including linear, quadratic, higher-order polynomial, rational, root, absolute value, exponential, and logarithmic functions) and solve related equations, including various word problems and equations with complex number solutions. The student will find inverse functions and use related properties to simplify expressions involving exponential and logarithmic functions. The student will solve inequalities containing linear, polynomial, and rational functions, and use various methods to solve systems of linear equations and inequalities. The student will determine the equation of a line and analyze the graph of and perform manipulations on the equation of a circle. The learning outcomes and competencies detailed in this outline meet, or exceed the learning outcomes and competencies specified by the Kansas Core Outcomes Project for this course, as approved by the Kansas Board of Regents (Transfers as MAT1010).

MA 210. Applied Statistics. 3 credit hours. Prerequisite: MA 135 (or MA132, MA133 and MA134) with a C or better. This course will enable the student to collect data by appropriate sampling techniques, summarize data with graphs and tables, calculate descriptive statistics, identify misuses of statistics, assess risk using concepts of probability, estimate and make decisions about means and proportions through the use of confidence intervals and hypothesis testing, and perform linear regression. The learning outcomes and competencies detailed in this outline meet, or exceed the learning outcomes and competencies specified by the Kansas Core Outcomes Project for this course, as approved by the Kansas Board of Regents (Transfers as MAT1020).

PY 160. General Psychology. 3 credit hours. This course will enable the student to apply the knowledge obtained about topics including the biological basis of behavior, sensation, learning, cognition, intelligence, motivation, development, personality, psychological disorders, and social psychology to one's personal life. The student will enhance the quality of one's life when interacting with others. The learning outcomes and competencies detailed in this outline meet or exceed the learning outcomes and competencies specified by the Kansas Core outcomes Project for this course, as approved by the Kansas Board of regents (Transfers as PSY1010).

SD 107. Natural Language Processing (NLP). 3 credit hours. This course will enable the student to gain an in-depth understanding of NLP, a subfield of artificial intelligence concerned with the interaction between computers and human language. The student will delve into the

theoretical foundations and practical applications of NLP, gaining insights into language representation, understanding, and generation.

SD 130. Database Design and Management. 3 credit hours. This course will enable the student to demonstrate the importance of designing, creating, managing, and testing database solutions using industry standards.

SD 146. Introduction to Robotics Programming. 3 credit hours. This course will enable the student to plan, build, and program a robot to perform basic artificial intelligence (AI) operations. The student will learn basic programming principles, style, design, structures, and logic.

SD 201. Python Programming with Data Science. 3 credit hours. This course will enable the student to use structured programming techniques to develop applications using the Python application development language. The student will use data science principles to analyze data.

SD 202. Advanced Python with Machine Learning Games. 3 credit hours. This course will enable the student to learn advanced Python programming concepts. The student will use machine learning to develop games.

SD 203. Data Science. 3 credit hours. This course will enable the student to gain a comprehensive understanding of data science, a multidisciplinary field that combines statistical analysis, machine learning, and domain expertise to extract meaningful insights from data. The student will engage in hands-on activities, projects, and theoretical discussions to gain proficiency in data manipulation, analysis, and interpretation.

SD 204. Ethics in Artificial Intelligence (AI). 3 credit hours. This course will enable the student to explore the ethical implications of AI and machine learning (ML) technologies. The student will examine the ethical challenges and considerations arising from the design, deployment, and impact of AI systems. The student will engage with a range of topics, including bias and fairness, accountability, transparency, privacy, and the societal impact of AI.

SD 205. Computer Vision. 3 credit hours. This course will enable the student to explore the principles, algorithms, and applications that enable machines to interpret visual information. The student will gain hands-on experience in image processing, pattern recognition, and machine learning techniques as applied to visual data. The student will explore foundational concepts, advanced algorithms, and practical applications in computer vision.

SD 206. Introduction to Reinforcement Learning. 3 credit hours. This course will enable the student to explore Reinforcement Learning (RL), a paradigm in machine learning where agents learn to make decisions through interaction with an environment. The student will delve into fundamental RL concepts, algorithms, and applications, gaining hands-on experience in implementing and experimenting with RL systems.

SD 209. Artificial Intelligence in Healthcare. 3 credit hours. This course will enable the student to explore the intersection of artificial intelligence (AI) and healthcare, examining how advanced technologies can be leveraged to enhance medical processes, diagnosis, and patient care. The student will gain insights into the ethical considerations, challenges, and potential breakthroughs in implementing AI in healthcare settings.

SD 210. AI Automated Logical Reasoning. 3 credit hours. This course will enable the student to delve into the realm of automated logical reasoning using artificial intelligence (AI). The student will explore the principles and techniques behind automated reasoning systems, emphasizing the development of logical models, rule-based systems, and knowledge representation. The student will be equipped with the skills needed to design and implement AI systems capable of logical inference and problem-solving.

SD 211. Java Programming. 3 credit hours. This course will enable the student to design, code, and implement software projects in Java. The student will solve coding problems involving control structures, data types, classes, methods, and events. The student will implement inheritance, exceptions, user interfaces, recursion, searching and sorting within a Java program. The student will apply a documented project development cycle to the production of Java applications.

SD 212. AI in Online Learning and Optimization. 3 credit hours. This course will enable the student to explore the application of artificial intelligence (AI) in online learning platforms and optimization techniques. The student will delve into the use of AI algorithms for personalized learning, adaptive assessment, and optimization of educational processes. The student will be equipped with the skills needed to design and implement AI solutions that enhance the online learning experience and improve educational outcomes.

SD 221. C#. 3 credit hours. This course will enable the student to design and implement applications using C#. The student will demonstrate a complete product development cycle using object-oriented programming (OOP). The student will develop projects that demonstrate programming concepts, including inheritance, encapsulation, interfaces, and polymorphism. The student will apply control and display methods to data within applications.

SD 282. Artificial Intelligence Programming. 3 credit hours. This course will enable the student to develop programs to incorporate techniques to read, write, and manipulate data. The student will learn to visualize data with a focus on reporting, charting, and analyzing the results. The student will use predictive analytics techniques such as machine learning and data mining to predict probable outcomes.

SO 105. Sociology. 3 credit hours. This course will enable the student to explore the development, structure, and functioning of human groups and how these groups shape development and way of life. The student will be able to apply the knowledge gained about topics that include culture, socialization, collective behavior, institutions, stratification, inequalities of gender and age, deviance and social change. The learning outcomes and competencies detailed in this outline meet or exceed the learning outcomes and competencies specified by the Kansas Core Outcomes Project for this course, as approved by the Kansas Board of Regents (Transfers as SOC1010).

SP 100. Public Speaking. 3 credit hours. This course will enable the student to communicate effectively in a variety of public speaking venues, utilizing nonverbal as well as verbal skills. The student will be able to critically assess information both on a verbal and research level. This course will enable the student to recognize the importance of self concept in oral communication, to interview effectively and to work in groups confidently. The learning outcomes and competencies detailed in this outline meet, or exceed the learning outcomes and competencies specified by the Kansas Core Outcomes Project for this course, as approved by the Kansas Board of Regents (Transfers as COM1010).

APPENDIX D
Program Advisory Minutes

October 26, 2023
Advisory Board Agenda Minutes
Internetworking, Cyber Security and Software Development

Welcome
Introductions
Present:

Brett Eisenman	James Arnce
Mark Meadows	Alex Roberts
Ken Duty	Joe Taverner
Dan Graham	Adam Haselwood

Cyber Security/Internetworking:

- Currently developing Linux to add in the Cyber and Internetworking pathway. This will also go into the Software
- Update of all Cyber/Internetworking Courses –
- Security Pro updates 11/06/2023
- Implementation of Microsoft Hybrid courses
- Removed advanced Microsoft server course to more closely align with MS certificates

Discussion on certificate track for internetworking – Board suggests 16 credit hour and 30 credit hour cert for Internetworking pathway.

Life cycle hardware and software – Discussion about lifecycle expectation being reduced due to tech changes.

Software Development:

Introduced Mark Meadows as the new Software Development instructor and Department Chair.

Mark introduced his vision for a new AI degree path which was met with great enthusiasm.

Mark discussed classes that would be in the degree path and different options were discussed.

The following list of classes were identified:

Database Design and Management	Reinforcement Learning
Introduction to Robotics Programming	Statistics and Probability
Python Programming with Data Science	AI in Healthcare
Advanced Python with Machine Learning	Automated Logical Reasoning
Data Science	Online Learning and Optimization
Ethics in AI	Introduction to Artificial Intelligence
Computer Vision	

The members were excited about the pathway and thought we should move forward with the plan. Recommendations were sought with no major changes suggested. All agreed that AI technology is the wave of the future.

Mark discussed removing the Visual basic programming class and replacing it with a robotics class which would also be shared with the AI degree path. VB is not as high in demand as the robotics components are. We discussed the previous request for VB as a component that some machine shops used, but with those machines aging out and being replaced with more current technology, the demand for VB has decreased.

Advisory Members

Dan Reisig	UV&S Technology (formerly Concergent IT)
Adam Haselwood	Iconic IT (formerly Choose Networks)
Matt Forney	Ennovar Technology Solutions
Joe Taverner	TavTech
Andrew Vanderziel	KS AirGuard
Ken Duty	Cox Communications
Kevin Colborn	HighTouch Technologies
Andrew Kon	HighTouch Technologies
Kayleigh Kornfeld	Emprise Bank
Graham Dan	Textron
Arnce James	Sedgwick County
Joe Jabara	Wichita State University
Renato Untalan	Novacoast
Engra Hixon	Butler Community College
Sara Anstey	Novacoast
Alex Roberts	AGCO
Stuart Yearout	Koch Industries
Dave Cunningham	Flint Hills Group

APPENDIX E - PENDING
Board of Trustees Minutes

TOPIC for ACTION
Weapons Policy Update

REPORT:

The Weapons Policy for Butler Community College was in need of an update to ensure the policy as presented in the Employee Handbook, the Student Handbook, and the Housing Handbook were consistent. While most of the policy remains the same, securing of weapons while on campus, either in a vehicle or in the residence halls needed an update.

Additionally, the policy changes included the addition of the Redler Institute of Culinary Arts facility to the policy, training concerns, reporting suspected violations, and sanctions. The changes to the policy are identified in the highlighted portions of the presented document.

The review of the policy was performed by the leadership of the Department of Public Safety, the Associate Vice-President of Human Resources, the Vice-President of Student Services and the President. This revised policy has been reviewed by legal counsel and appropriate language changes have been made.

RECOMMENDED ACTION:

The board approve updates to the policy as presented.

RECOMMENDED FUNDING SOURCE:

No funding source is needed for this action.

Submitted by: William D. Rinkenbaugh, Vice President of Student Services

Supervisor: Dr. Kim Krull, President

Date: April 9, 2024

WEAPONS ON CAMPUS

As required by Kansas Law, Personal and Family Protection Act (PFPA), K.S.A. 75-7c01 et seq., Concealed Carry of Handguns shall be permitted on Community College Campuses, including all buildings and public areas owned or leased by the College without adequate security measures, except in specific restricted access areas within buildings. Open carry of firearms and possessions of weapons other than concealed handguns shall be prohibited on all campuses. Nothing in this Policy shall be read to prohibit College Public Safety Officers or other Law Enforcement Officers as defined by K.S.A. 75-7c22 from carrying weapons. The College campuses shall develop specific procedures for the safe possession, use, and storage of such weapons.

Policy

A. Purpose:

The purpose of this Policy Statement is to adopt and implement the Board of Trustee's Policy on weapons possession and to direct the creation and implementation of campus specific procedures at Butler Community College campuses.

A. Applies to:

All faculty, staff, students, and visitors of the Butler Community College.

B. Campuses:

901 South Haverhill Road, El Dorado, Kansas
2600 West 6th Street, El Dorado, Kansas
715 East 13th Street, Andover, Kansas
622 Cloud Avenue, Andover, Kansas
701 East Main, Hill Building, Marion, Kansas
131 West Main, Council Grove, Kansas
53474 Lawrence Court Building #412, McConnell AFB, Wichita, Kansas
712 Rose Hill Road, Rose Hill, Kansas
2626 South Rock Road, Suite 116, Wichita, Kansas

C. Policy Statement:

As required by Kansas Law, Personal and Family Protection Act (PFPA), K.S.A. 75-7c01 et seq., Concealed Carry of Handguns shall be permitted on Community College Campuses, including all buildings and public areas owned or leased by the College without adequate security measures, except in specific restricted access areas within buildings. Open carry of firearms and possessions of weapons¹ other than concealed handguns² shall be prohibited on all campuses. Nothing in this Policy shall read to prohibit College Public Safety Officers or other Law Enforcement Officers as defined by K.S.A. 75-7c22 from carrying weapons. The College campuses shall develop specific procedures for safe possession, use and storage of such weapons.

High School campuses: Rose Hill, Council Grove, and Marion are specifically and expressly exempt from this Policy.

Federal Facility: McConnell Air Force Base is also exempt from this policy.

¹ "Weapon" means a weapon described in K.S.A. 21-6301, as further defined under K.S.A. 75-7c20; however, for purposes of this Policy, included knives more than 4 inches in length.

² "Handgun" is defined as a "firearm", pursuant to K.S.A. 75-7c02, with cross-reference to K.S.A. 75-7b01.

Specifically, under K.S.A. 75-7b01, it is (1) a pistol or revolver which is designed to be fired by the use of a single hand and which is designed to fire or is capable of firing fixed cartridge ammunition; or (2) any other weapon which will or is designed to expel a projectile by the action of an explosive and which is designed to be fired by the use of a single hand.

In accordance with the Kansas Personal and Family Protection Act, K.S.A. 75-7c01 *et seq.*, as amended (the "Act") and other applicable federal/state laws, it is permissible and will not be a violation of this Policy for the:

- i. carrying of one concealed Handgun² on Campus by legally qualified individuals, pursuant to Kansas law, and also in accordance with the Concealed Carry Restrictions set forth below,
- ii. lawful carrying of a concealed Handgun by an employee performing College duties at an off-Campus Activity, when in accordance with applicable laws/policies for such location,
- iii. lawful possession of a Handgun within a personal/non-college vehicle,
- iv. lawful possession of Weapons:
- v. by Department or other law enforcement officers while acting within the scope of their employment, by authorized armored car personnel, or by others authorized in writing by the Butler College Head of Security or designee, or
- ii. as necessary for the conduct of college approved programs.

D. Concealed Carry:

Any individual who is 18 years of age or older, and who is not prohibited or disqualified by law and who is lawfully eligible to carry a concealed handgun in Kansas shall not be precluded from doing so on Butler campuses, including all facilities owned or leased by Butler Community College, except (1) in buildings and public areas of buildings for which "Adequate Security Measures" (ASMs) are provided, (2) high school campus or (3) in a specified restricted access area of a building. Within such restricted access areas, concealed carry will be banned. Individuals who are not employees of the College may be authorized access through a restricted access entrance only pursuant to a college screening process that is compliant with the provisions of the PFFPA. The College may temporarily designate specific locations as prohibiting concealed handguns and use temporarily.

E. Concealed Carry Required Safety Measures:

Each individual who lawfully possesses a Handgun on Campus shall be wholly and solely responsible for carrying, storing, and using that Handgun in a safe manner and in accordance with the law and this Policy. Individuals who carry a Handgun on Campus must carry it concealed on or about their person at all times. "Concealed" means completely hidden from view and does not reveal the Handgun in any way, shape or form. "About" the person means that an individual may carry a Handgun if it can be carried securely in a suitable carrier, such as a backpack, purse, handbag or other personal carrier designed and intended for the carrying of an individual's personal items. Moreover, the carrier must at all times remain within the exclusive and uninterrupted control of the individual. This includes wearing the carrier with one or more straps consistent with the carrier's design, carrying or holding the carrier or setting the carrier next to or within the immediate reach/control of the individual. It shall be a violation of this Policy to openly display any possessed Handgun while on Campus. Handguns with an external safety must be carried with safety in "on" position.

F. Legal Restrictions Pursuant to Federal and State Restrictions on Firearms:

The following state and federal laws apply to possession and use of firearms, including the carry of concealed handguns.

- Kansas law states that the only type of firearm that an individual can carry while concealed is a handgun (K.S.A. 21-6301 et. seq.);
- An individual in possession of a concealed handgun must be at least 18 years of age (K.S.A. 21-6302(a)(4));
 - a. with a valid provisional concealed carry license, ages 18-21,
 - b. with or without a valid standard concealed carry license, ages 21 +;
- A firearm cannot be carried by an individual under the influence of alcohol or drugs, or both, to such a degree as to render the individual incapable of safely operating the firearm (K.S.A. 21-6332);
- A firearm cannot be carried by an individual who is an unlawful user of and addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act, codified at 21 U.S.C. § 802) (K.S.A. 21-6301(a) (10));
- A firearm cannot be carried by an individual who is or has been a mentally ill person subject or has been subjected to involuntary commitment (K.S.A. 21-6301(a) (13));
- A firearm cannot be carried by an individual with an alcohol or substance abuse problem subject to involuntary commitment (K.S.A. 21-6301(a) (13));
- A firearm cannot be carried by an individual who has been convicted of a felony crime (K.S.A. 21-6304(a)) or convicted in any court of a crime punishable by imprisonment for a term exceeding one year (18 U.S.C. 922(g)(1)) (parole and conditions of probation apply);
- Automatic firearms and sawed off shotguns cannot be carried (K.S.A. 21-6301(a)(5));
- A cartridge which can be fired by a handgun and which has as plastic-coated bullet with a core of less than 60% lead by weight is illegal (K.S.A. 21-6301(a)(6));
- Suppressors and silencers cannot be used with a firearm (K.S.A. 21-6301(a)(4));
- Firearms cannot be fired in the corporate limits of a city or at a dwelling, or at a structure or vehicle in which people are present, except in self-defense (K.S.A. 21-6308a and K.S.A. 21-6308(a)(1)(A));
- A firearm cannot be carried by a person who is a fugitive from justice (18 U.S.C. § 922(g)(2));
- A firearm cannot be carried by an individual who is an illegal alien (18 U.S.C. § 922(g)(5)(A));
- A firearm cannot be carried by an individual who has been discharged from the Armed Forces under dishonorable conditions (18 U.S.C. § 922(g)(6));
- A firearm cannot be carried by an individual who has renounced his or her United States citizenship (18 U.S.C. § 922(g)(7));
- A firearm cannot be carried by an individual who is subject to a court order restraining the person from harassing, stalking, or threatening an intimate partner or child of the intimate partner (18 U.S.C. § 922(g)(8)); and
- A firearm cannot be carried by an individual who has been convicted of a misdemeanor crime of domestic violence (18 U.S.C. § 922(g)(9)).

G. Location Restrictions:

Certain campus buildings and/or public use areas within campus buildings can be permanently or temporarily designated to prohibit concealed handguns except as noted above in Section D. There are no campus buildings or public areas that have been permanently designated to prohibit concealed handguns with ASMs in place. If a specific location on a Butler campus is to be temporarily designated as prohibiting the carrying of a concealed handgun and the temporary use of ASMs as defined and required by law will be utilized, appropriate notice would be given for this temporary designation. Campus locations leased by Butler Community College or used for Off-Campus Activity, and owned by an entity that may lawfully exclude or permit firearms at their premises (concealed or otherwise), may choose at their sole discretion to exclude or permit Handguns from their premises, notwithstanding a lease or use arrangement with Butler Community College. This Policy shall honor landlord restrictions.

H. Additional Safety Measures:

Butler Community College and its employees, staff, administration and trustees who do not provide adequate security measures in College buildings and by this Policy allows the carrying of a concealed handgun as authorized by the Personal and Family Protection Act (K.S.A. 75-7c01 *et seq.*) shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns (K.S.A. 75-7c20(f)).

Nothing in this Policy shall be interpreted to require individuals who lawfully possess a handgun to use it in defense of others.

No person shall use the fact or possibility that he or she is carrying a concealed weapon with the intent to intimidate another person except in defense of self or others.

The implementing procedures of the Butler Community College campuses shall include detailed provisions regarding how and where to report suspected violations of this Policy, how faculty, staff and students shall be notified of the laws and Policies pertaining to concealed carry on campus, and shall also provide interested students, faculty and staff with information about any known locally or regionally available firearm safety instruction.

I. Storage:

Handgun storage is not provided by Butler Community College. Individuals may store a Handgun in the individual's vehicle when the vehicle is locked and the Handgun is secured in a location within the vehicle that is not visible from outside the vehicle; Handgun storage by any other means is prohibited, except in a holster in a locked secure box⁽¹⁾ in an on-campus residential unit of a licensed individual who is 18-21 years of age or any individual who is 21 years of age or older who legally owns the handgun. Such storage devices shall be provided by the individual who possesses the handgun and must meet minimum industry standards for safe-keeping of handguns.

Specifically, it is prohibited for any individual to store a Handgun: i) in a vehicle that is unlocked or when the Handgun is visible from outside the vehicle, ii) in an individual's office, unless in locked secure box⁽¹⁾, iii) in an unattended backpack/carrier, iv) in any type of locker or v) any College owned or College leased vehicle, or vi) in any other location and under any circumstances except as specifically permitted by this Policy and by state and federal law.

A voluntary registration opportunity with the Department of Public Safety shall be available, so in the event the weapons are stolen, the serial numbers are in a national database. The college requires all individuals to report any missing or stolen weapons on Butler campus properties to the Butler Community College Police Department, as the college will not be held responsible for any lost weapons.

J. Training:

Butler Community College does not provide any conceal and carry training or certification. A list of all instructors certified by the state of Kansas and contact information is available on the Kansas Attorney General's website

K. Enforcement:

Any report of weapons on a Butler Community College Campus will be addressed by Butler Community College Police Department and/or local police departments in coordination with Butler Community College Police Department. The lawful carrying of a concealed handgun should not create concerns on Campus; however, anything other than the lawful carrying of a concealed handgun has the potential to create confusion and additional risk during police responses.

Any individual (student, employee, trustees, agents, volunteers, contractors, visitors, invitees or persons subject to the supervision and control of Butler Community College) violating this policy or accidentally or irresponsibly discharging or exposing a weapon will be subject to appropriate disciplinary action, including but not limited to probation, suspension/expulsion, termination of employment, immediate removal/trespass from the premises and/or arrest. Enforcement of this policy will be administered by Butler Community College Police Department or College Administration. The Student Code of Conduct and Employee and Professional Employee disciplinary processes will be utilized to address violations. Those residing on campus shall honor these policy provisions plus any and all conditions of their housing written agreement.

L. Reporting and Temporary Actions:

All reports of suspected violations of the concealed carry policy are made to the Butler Community College Police Department by calling 911 or 316-321-7657.

Butler Community College Police Department has the authority to conduct an initial investigation and, in coordination with College administration, will determine whether the report describes a criminal matter and/or policy violation.

Butler Community College Police Department has the authority to disarm and/or temporarily confiscate a firearm and issue a restriction to not carry a concealed firearm on campus pending results of the investigation. A confiscated firearm will be stored and handled by College Police according to college police department policy.

Sanctions

Any individual who violates this policy will be subject to disciplinary action that may include a lawful directive to leave campus with the weapon immediately. Any individual who violates the directive shall be considered to be in trespass and may be cited accordingly. Any individual who violates state or federal law may be detained, arrested or otherwise subjected to lawful process appropriate to the circumstances.

M. Definitions:

“weapons” includes, but it not limited to:

1. Any object or device which will, is designed to, or may be readily converted to expel bullet, shot or shell by the action of an explosive or other propellant;
2. Any handgun, pistol, revolver, rifle, shotgun or other firearm of any nature, including those that are concealed or openly carried;
3. All BB guns, pellet guns, air/CO₂ guns, or any device, such as a Taser, which is designed to discharge electric darts or other similar projectiles; however, a personal self-defense stun gun that does not fit within the preceding definition shall not be considered a weapon for the purposes of this policy;
4. Any explosive, incendiary or poison gas (A) bomb, (B) mine, (C) grenade, (D) rocket having a propellant charge of more than four ounces, or (E) missile having an explosive or incendiary charge of more than ¼ ounce;
5. Any incendiary or explosive material, liquid, solid or mixture equipped with a fuse, wick or other detonating device;
6. Any tear gas bomb or smoke bomb; however, personal self-defense items containing mace or pepper spray shall not be deemed to be a weapon for the purposes of this policy;
7. Any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife

- having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement;
8. Any straight-blade knife of four inches or more such as a dagger, dirk, dangerous knife or stiletto; except that an ordinary pocket knife or culinary knife designed for and use solely in the preparation or service of food shall not be construed to be a weapon for the purposes of this policy;
 9. Any martial arts weapon such as nun chucks or throwing stars;
 10. Any longbow, crossbow and arrows or other projectile that could cause serious harm to any person; or
 11. Any other dangerous or deadly weapon or instrument of like character.

The term "handgun" means:

1. A pistol or revolver which is designed to be fired by the use of a single hand and which is designed to fire or capable of firing fixed cartridge ammunition; or
2. Any other weapon which will or is designed to expel a projectile by the action of an explosive and which is designed to be fired by the use of a single hand.

The term "firearm" includes: any handgun, rifle, shotgun, and any other weapon which will or is designed to expel a projectile by the action of an explosive.

"adequate security measures" - the use of electronic equipment and armed personnel at public entrances to detect and restrict the carrying of any weapons into a College building or public area of a College building, including but not limited to, metal detectors, metal detector wands or any other equipment used for similar purposes to ensure that weapons are not permitted to be carried into such building or public area of the building by members of the public.

"building" - a College building owned or leased.

"campus" - any building or grounds owned or leased by Butler Community College for College use.

"restricted access entrance" - a restricted access entrance to a building or area of a building that requires a key, keycard, code or similar device to allow entry to authorized personnel through the restricted access entrance.

"open carry" - carrying a firearm visible to others.

"public area" - any portion of the College building that is open to and accessible by the public or which is otherwise designated as a public area.

"secured area" - those areas of the College Security facilities that are not open or accessible to the public without approval or escort from College Police departmental personnel

(1) An approved storage device has each of these characteristics:

1. it is of sufficient size to fully enclose the handgun while secured in an approved holster;
2. it is constructed of sturdy materials that are non-flammable;
3. it has a combination, digital, or other secure locking device that can only be unlocked by the individual using the storage device, but devices secured exclusively with a key lock are prohibited; and,
4. the device is constructed specifically for the storage of a handgun and/or ammunition. All ammunition stored in an on-campus residence must be stored in an approved storage device.

**TOPIC for ACTION
Budget Guidance**

REPORT:

At the March 25, 2024 work session, Trustee Smith requested a Topic for Action be added to the regular April Board meeting agenda related to budget guidance. Several enrollment documents were provided to the Trustees in the week prior to the work session, however they were not discussed in detail. Vice President Kent Williams provided a summary of the FY24 budget to date and some initial discussion was held on the FY25 budget at the work session.

Trustee Smith discussed the need to make budget cuts prior to approval of the FY25 budget. No documentation to accompany this Topic for Action has been provided by Trustee Smith at this time.

RECOMMENDED ACTION:

The administration recommends no budget action be taken by the Board at this time without further comprehensive discussion with the Administration and review of Administrative budget recommendations.

RECOMMENDED FUNDING SOURCE:

Submitted by: Dr. Kimberly Krull, President
Supervisor: Linda Jolly, Chair
Date: April 9, 2024



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., Tuesday, March 12, 2023 – Dankert Board Room**

Meeting Recording can be viewed at: <https://www.youtube.com/watch?v=1CJLEUHYVWg&t=406s>

STAFF ATTENDANCE

Tom Borrego
Christina Byram
Zach Cannady
Dr. Julio Guerrero
Jennifer Hartman-Vice
Dr. Kim Krull
Dr. Esam Mohammad (*Z)
Dr. Jessica Ohman (*Z)
Bill Rinkenbaugh (*Z)
Dr. Heather Rinkenbaugh
Dr. Terry Sader
Kelly Snedden
Dr. Phil Speary
Christy Streeter
Rhonda Thomas
Mac Thompson
Kent Williams

BOARD ATTENDANCE

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

GUESTS

Kaden Warner – video

CALL TO ORDER

(YouTube @ 7:10)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 7:20)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 7:41)

Chair Jolly proposed the following revisions to the agenda; the A Capella recognition will be moved to April, an executive session regarding personnel items will be added following recognitions, add item VIII-C, Financial Data Request, and remove items IX – E, F, and G. Trustee Good moved to approve the agenda with the proposed amendments. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 6-0, with Trustee Smith absent.

RECOGNITIONS

(YouTube @ 9:00)

Dr. Krull recognized Dr. Jessica Ohman for her recent appointment to the Motimatic Advisory Board.

She also recognized Monica Zavala and Jamie Williams, academic advisors, who presented at the Global Community for Academic Advising (NACADA) Regional Conference in February. She thanked them for their commitment to continued professional development and presenting to their peers.

EXECUTIVE SESSION

(YouTube @ 11:45)

Trustee Good moved that the Board recess into executive session to discuss confidential employee information pursuant to the open meetings exception for personnel matters of non-elected personnel, which if discussed in open session might violate their right to privacy with the Board and President Kim Krull, Dr. Phil Speary and Dr. Heather Rinkenbaugh present. The meeting will resume in the Dankert Trustee Board Room within 20 minutes. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 4:42pm

RETURN TO OPEN SESSION @ 4:54pm

PUBLIC COMMENT

(YouTube @ 29:23)

Rhonda Thomas provided comments about due process and the negotiations process.

Mac Thompson provided comments about academic freedom.

STANDING REPORTS

Student Government Association (YouTube @ 41:42) – There was no SGA report this month due to Spring Break.

Operational Staff (YouTube @ 41:53) – Zach Cannady shared that OpStaff is gathering items for the IDD silent auction later this month, and preparing for the AKCCOP Conference that will be held at Seward County CC this year, where approximately eight Butler staff members will be in attendance. The next meeting will be April 11 in Andover.

Professional Employees (YouTube @ 42:40) – Dr. Sader provided comments encouraging the Board to return to the negotiations table to settle the contract dispute, rather than continuing toward the fact-finding hearing. He indicated that the association would accept the recommendation of the factfinder, should the process lead to that.

Board Finance Committee (YouTube @ YouTube @ 45:30) – Trustee Sherrer shared that everything was as expected and following budget guidelines.

Foundation Board Report (YouTube @ 46:04) – Trustee Rhodes reported that Bank of America presented the portfolio performance report to the Foundation Board. The market value of the Foundation's endowment is \$15.5 million, which is an increase of about \$0.6 million from last year.

The Board approved a 6% distribution for scholarships, which totals \$832,577. This is an increase of \$32,000 from last year. This is the sixth year in a row that the Board has approved a 6% distribution. The Foundation raised \$263,000 through the Butler Benefit Auction, \$74,000 of which was pure philanthropy. A portion of the funds will be used to create an endowed scholarship to honor Dr. Krull's retirement. Trustee Rhodes thanked the Foundation staff for their work to make the Benefit Auction a success, as well as Evan & Angie Funk, who served as honorary chairs.

President's Report (YouTube @ 48:13) – Dr. Krull shared that on March 6, Thierry Nerisson visited the Redler Institute of Culinary Arts to work with Culinary Arts students around food and wine pairings. She also shared that two culinary sophomore students from the Redler Institute of Culinary Arts will compete in a prestigious, long-standing young chef competition in Waco, Texas this month. Chefs Luis Peña and Scott Peggie will accompany the students as coaches. Danae Loomis and Anna Poelma qualified to compete in The United States Jeunes Chefs Rôtisseurs Competition. The competition is part of The Chaîne des Rôtisseurs, the oldest and largest food and wine society in the world, founded in Paris in 1248.

Dr. Krull said that the annual PTK Luncheon is April 12 in Junction City. She encouraged Trustees to RSVP to Jennifer by March 26 if they would like to attend.

Educational Facilities Authority Report (YouTube @ 54:27) – Trustee Sherrer reported that the group met last week, with another meeting planned next week. The turf and track at the stadium are at end of life, and the group is evaluating bids and will come back to their respective organizations in April with more information. The next meeting is March 21 at the City Offices.

MONITORING REPORTS

(YouTube@ 55:32)

Dr. Julio Guerrero provided an overview of the work happening in the Health, Education & Public Services Division. He also shared a video of the Winfield nursing facility to allow Trustees to see the work happening there. Trustee Jolly asked about Early Childhood funding and whether there have been changes to that, due to the lack of childcare facilities in Butler County and across the state. Trustee Good asked about creating classes to teach students with dyslexia. Dr. Krull indicated that there are conversations at the state level to embed those in the curriculum.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

- A. National Fitness Campaign Fitness Court/Studio (YouTube @ 1:10:00) – Bill Rinkenbaugh shared information about the National Fitness Campaign and the possibility of putting a fitness court/studio on the El Dorado Campus. The College has received a \$50,000 grant from Blue Cross Blue Shield to support the project. The project would not be in competition with the YMCA, and the outdoor space would serve both Butler students and the community. The studio portion can be used for yoga, dance, and general outdoor fitness and recreation. Trustee Sherrer feels that it is a good addition for the students. Trustee Rhodes asked if the students had expressed interest prior to the College being approached by this organization. Bill Rinkenbaugh indicated that the conversation hadn't happened prior to that. Trustee Braungardt asked if this would fall under existing liability insurance, which Bill indicated that it would at no additional cost. Trustee Smith said that he didn't know that this was the right time to take on the cost of the studio. Bill Rinkenbaugh shared that students in the residence halls indicated they support the facility. Trustee Braungardt indicated that she didn't feel it was necessary to spend the money at this time. Trustee Good suggested adding this to the April agenda for a vote.

- B. Higher Learning Commission Interim Monitoring Report (YouTube @ 1:25:33) - Trustee Jolly shared a draft of the report with Trustees and asked for comments and feedback. She indicated that the March Work Session will be noticed as a Special Meeting to allow the Board to make final edits and vote to approve the document for submission to the Higher Learning Commission. Trustee Jolly reiterated that while some of the items in the report may be controversial for some but reiterated that the Board has also seen and been a part of making decisions that they and the College should be very proud of and hopes that the report is reflective of that. Dr. Speary said he feels this report is much stronger and has been well fleshed out and addresses the concerns is very forward-looking. He also acknowledged that it reflects that the Board is working on addressing their ability to work cohesively and resolve their differences. Trustees suggested points of pride to be included in the report, as well as ways that the Board could work more cohesively together. Dr. Krull indicated that Trustees should come to the March 25 meeting ready to make final edits and approve the document to meet the March 31 deadline. Trustee Smith reiterated that he feels the report needs to focus on their understanding of the separation of roles between the Board and the President. Dr. Krull and Dr. Speary indicated that HLC will expect them to respond to all concerns.
- C. Financial Data Requests (YouTube @ 1:47:52) – Trustee Smith requested several pieces of data related to fill rates, budget information, enrollment, etc. He is wondering if there are classes that need to be grouped, consolidated, or eliminated. Dr. Krull indicated that the Vice Presidents discussed the request and will be prepared to provide information to the Trustees. Trustee Smith asked that any information that is readily available be presented to the Board via email prior to the next work session.

BOARD ACTION ITEMS

- A. Approval of FY2025 Tuition and Fees (2:06:00) – Dr. Krull indicated that this information was presented last month. Questions from that meeting were addressed, and the administration presented their recommendation. Trustee Sherrer moved to approve the FY2025 Tuition and Fees, and technology fee as presented. Trustee Good seconded. Trustee Rhodes asked about the impact of a reduction of in-county tuition by \$5 per credit hour. Kent Williams indicated that the reduction in revenue would be roughly \$55,000. Trustees discussed the impacts of potential decreases on the overall college budget. Trustees discussed the impact of last year’s increase to out-district tuition and fees on revenue. Dr. Heather Rinkenbaugh indicated that a large part of the decline in in-county enrollment was in large part due to changes at El Dorado Correctional Facility that are out of the control of the College. Trustee Braungardt suggested dropping in-county rates to \$99 from \$100 from a marketing and optics standpoint. Trustee Smith moved to amend the original motion to drop the in-county tuition and fee rate from \$100 to \$99. Trustee Braungardt seconded the motion. On roll call vote, the motion to amend passed 7-0. On roll call vote, the amended motion to approve the FY2025 Tuition and Fee Rates as shown below passed 7-0.

Approved Rates:

- In-county tuition and fee rate: \$99.00 (\$1 decrease 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 Charge – No Change from FY2024	
Credit Hours Enrolled for the Term	Charge per Term FY2025 Approved
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
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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>\$99.00</u>	<u>(\$1.00)</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>\$72.00</u>	<u>(\$1.00)</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	\$1.85	\$1.85	\$0.00
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

- B. Approval of FY2025 Room and Meal Plan Rates (YouTube @ 2:23:28) – Trustee Smith moved to approve the FY2025 Room and Meal Plan rates as presented. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.
- C. Presidential Search Consulting Firms – (YouTube @ 2:24:06) – Trustee Jolly shared that she would like to see a sub-committee formed to interview the different search firms who submitted proposals. These interviews need to happen prior to the Work Session on March 25 in order to move through the process in a timely manner. Trustee Jolly will serve on the committee and asked for two volunteers. Trustee Sherrer and Trustee Smith volunteered. The committee laid out timeframes that are available and Jennifer will be charged with setting the interview times with the potential firms. Trustee Sherrer moved to create a sub-committee of Trustee Jolly, Trustee Smith and himself to interview search firms and present a recommendation on March 25, 2024. Trustee Good seconded. Trustee Braungardt asked if a

firm was required and if the committee could consider that. Trustee Jolly said that the committee can consider that. On roll call vote, the motion passed 7-0.

- D. Administration Notice Letter for Contract Negotiations (YouTube @ 2:30:30) – Dr. Krull stated that there is a state mandated deadline of March 31 to have the notice letter for contract negotiations approved, even if the current year contract negotiations are not settled. Trustee Braungardt moved to approve the Administration Notice Up Letter for the 2024-2025 contract year as presented. Trustee Good seconded. On roll call vote, the motion passed 7-0.
- E. Redler Institute of Culinary Arts Signage (YouTube @ 2:33:34) – Tom Borrego shared that during the process of the transition of the sale of the building to the college, it was discovered that a covenant existed regarding construction of signs that require signs to have a stone base, like other entities in the development. The landowner asked that the College comply with the covenant. Tom Borrego shared that the Foundation Board had voted not to cover the cost of the signage. Trustee Sherrer moved to approve the proposal from Trimark Signworks to modify the existing signage at a cost of \$59,665 as presented. Trustee Huslig seconded the motion. On roll call vote, the motion passed 5-2, with Trustee Braungardt and Trustee Smith voting nay.

CONSENT AGENDA

(YouTube @ 2:39:34)

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

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

(YouTube @ 2:40:11)

Dr. Esam Mohammad shared an update to the CTE placement indicator. Three of four students have self-reported that they are either employed, continuing their education or have joined the military. It is slightly lower than last year, but he explained that several careers have been removed from the reporting system in KBOR and could not be reported as having jobs.

Statement of Revenue & Expenditures – Submitted by Kerry Potter

(YouTube @ 2:41:55)

At this time, Kent Williams presented the updated Tuition and Fees rates that were approved earlier in the meeting for the record.

Thank You Notes

Thank you notes from the Turner family and K-State Research & Extension were included in the Board Book.

Board Calendars

(YouTube @ 2:44:13)

Dr. Krull reminded Trustees that the March Work Session will be noticed as a special meeting, prior to the work session itself. She also shared that there are numerous athletic and fine arts activities coming up. Since it is spring break, the College is closed Thursday and Friday this week.

EXECUTIVE SESSION:

(YouTube @ 2:45:29)

Trustee Good 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, Dr. Phil Speary and Kent Williams be

included. The meeting will resume in the Dankert Trustee Board Room within 30 minutes. Trustee Braungardt seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 7:17pm
RETURN TO OPEN SESSION @ 7:46 pm

At this time, Trustee Jolly recapped the list of follow-up items, which include:

- A Capella recognition to April
- Culinary student recognition to April or May
- Turf and Track Replacement information in April
- Learn more about Facilities and Environment (Campus Tours)
- March Work Session
 - o Financial Data request (information provided as available)
 - o Committee report on Presidential Search Firms
 - o Approve HLC Interim Monitoring report
- Read Due Process statement at April Board Meeting
- National Fitness Campaign at April Meeting

ADJOURNMENT

(YouTube @ 3:23:53)

Trustee Sherrer moved to adjourn the meeting. Trustee Braungardt seconded. On roll call vote, the motion passed 6-0, with Trustee Smith absent. The regular meeting was adjourned at 7:50pm.

Mary Martha Good – Secretary/Treasurer

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES****MINUTES OF THE REGULAR BOARD MEETING****4:30 p.m., Monday, March 25, 2024 – Dankert Board Room**Meeting Recording can be viewed at: <https://www.youtube.com/watch?v=LVbhHOJ63rk>**STAFF ATTENDANCE**

Tom Borrego
Zach Cannady
Jennifer Hartman-Vice
Matt Jacobs
Dr. Kim Krull
Dr. Esam Mohammad
Dr. Jessica Ohman
Kerry Potter (5:20pm)
Bill Rinkenbaugh
Dr. Heather Rinkenbaugh
Kelly Snedden
Dr. Phil Speary
Shelley Stultz
Rhonda Thomas
Kent Williams
Bill Young

BOARD ATTENDANCE

Kim Braungardt
Mary Martha Good
Dr. Aaron Huslig
Linda Jolly, Chair
Forrest Rhodes (4:40pm)
Dave Sherrer, Vice-Chair
Shelby Smith

GUESTS

Kaden Warner – video

CALL TO ORDER

(YouTube @ 4:15)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 4:33)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 4:56)

Trustee Good moved to approve the agenda of the special meeting as presented. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 6-0, with Trustee Rhodes absent.

PUBLIC COMMENT

(YouTube @ 5:35)

There was no public comment.

BOARD ACTION ITEMS

- A. Higher Learning Commission Interim Monitoring Report (YouTube @ 5:50) Trustees reviewed the revised draft of the Higher Learning Commission Interim Monitoring Report provided by Trustee Jolly. Trustee Jolly highlighted the changes and additions she included in the report. Dr. Speary provided comment that he believes the report should be accepted and encouraged final proofreading before submission. Dr. Krull indicated that she and Dr. Speary would submit the final report via the HLC portal prior to the deadline of March 31. Trustees clarified language in the document and walked through changes to be made to the document prior to submission. After revisions, Trustee Smith moved to approve the document to be submitted to the Higher Learning Commission to meet the requirement of an interim monitoring report with agreed upon updates and after final proofreading. Trustee Good seconded the motion. On roll call vote, the motion passed 7-0.
- B. Presidential Search Firm Sub-Committee Recommendation (YouTube @ 27:28) – Trustee Jolly shared that she, Trustee Sherrer and Trustee Smith met with four Presidential Search Firms. The Trustees discussed the formation of a search advisory committee, public forums, appointing a Board liaison, how applicants are handled as they come in and other aspects of the search process. It is expected that the search process will take 4-6 months, with an anticipated start date for the new President of January 2025. The Board should anticipate an overall cost of around \$75,000. Trustee Jolly shared common themes from all the firms, as well as things that set each of them apart. Trustee Rhodes asked about the steering committee and its purpose. Trustee Jolly indicated that the committee would create an avenue for feedback to the Board. Dr. Krull shared information regarding the previous search, including the timeline and the search committee makeup. Trustee Rhodes asked about how the rest of the Board, if they weren't involved in the committee, would be kept informed on the process. Dr. Krull shared that the Search Committee Chair would be responsible for providing updates to the Trustees throughout the process. Dr. Krull shared that Marketing has already begun to work on the brand and look of the Presidential search to assist in the process. She shared that the firm will assist in determining the best places to post materials and that Marketing and HR will be actively engaged with the consultants to market the position. Trustee Jolly also shared that the firms provide progress report throughout the process. Trustee Good asked about the degree verification process, and Shelley Stultz shared that typically the search firms are responsible for that, but it would depend on the contract with the firm. Trustee Rhodes moved to approve Gold Hill Associates as the presidential search firm. Trustee Good seconded the motion. On roll call vote, the motion passed 7-0.

Trustees engaged in some additional conversations around timeline and development of the position profile.

Prior to adjournment, Trustee Jolly shared agenda items for the upcoming April Board meeting, which include:

- Discussion of search committee parameters
- Discussion and negotiation of contract with Gold Hill Associates to be vetted through legal.
- Follow-up from Core Community
- Budget information
- Turf and track information

ADJOURNMENT

(YouTube @ 1:16:13)

Trustee Sherrer moved to adjourn the special meeting. Trustee Braungardt seconded the motion. On roll call vote, the motion passed 7-0. The special meeting of March 25, 2024 was adjourned at 5:44pm.

Mary Martha Good – Secretary/Treasurer

BILLS AND WARRANTS

TOPIC for ACTION
March 2024 Bills and Warrants

REPORT

Bills and Warrants for March 2024 - \$4,302,415.93 (includes Expenditure Approval List - \$1,411,749.90 and Payroll - \$2,890,666.03).

RECOMMENDED ACTION:

Approval of March 2024 bills and warrants.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Sariah Wilson, Assistant Director – Accounts Payable

Supervisor: Yolanda Hackler, Director - Accounts Payable

Date: April 1, 2024

**TOPIC for ACTION
2024 Computer Replacement Plan****REPORT:**

Annually, Butler Community College budgets for computer replacement and technology replacement to upgrade and maintain aging classroom and collaboration equipment including laptops and workstations. As part of this budgeted action, Information Services recommends the purchase of Dell desktops to replace classroom labs and staff devices using the Kansas Board of Regents contract. The Dell desktops have been standard for many years and designed for student and enterprise use. They have proved to be reliable equipment for Butler. The current Dell Optiplex 3050 desktops used throughout the College classrooms do not meet the requirements for Windows 11 and need to be replaced. Additionally, these new computers will include Dell Pro Support. Dell Pro Support offers a dedicated Service Account Manager, priority call routing, accidental damage coverage, and fleet health monitoring through Dell Support Assist. Information Services is requesting approval to purchase this equipment utilizing currently budgeted funds and the Information Services Technology project fund. Once approved, staff can begin refreshing classrooms and offices during the summer downtime to ensure classrooms will be ready for returning fall students.

Dell Direct - \$298,120.00

- Dell Optiplex 7010 with Pro Support

HP/RTI - \$318,795.00

- HP Pro 600 G9

ByteSpeed Direct - \$321,000.00

- ByteSpeed Value H610M

RECOMMENDED ACTION:

We recommend the purchase of 500 Dell Desktops from Dell for a total not to exceed \$298,120.00

RECOMMENDED FUNDING SOURCE:

Current Computer Replacement and Technology Replacement Budget, Information Services

Submitted by: Bill Young, Vice President of Digital Transformation / CIO
Supervisor: Dr. Kim Krull, President
Date: April 9, 2024

RATIFICATION OF AGREEMENTS AND CONTRACT

TOPIC for ACTION

Collections Services Providers

REPORT:

Accounts Receivable is recommending the acceptance of Williams & Fudge (WF) and General Revenue Corporation's (GRC) proposals to supply outside collection services to Butler Community College. This would be an addition to our current provider, Central States Recovery (CSR).

The selection committee reviewed ten vendors with this RFP. The goal was to compare our current vendor to other industry competitors regarding fees, ease of use for Accounts Receivable, and student experience.

The following factors and terms were part of this recommendation:

1. Rates and Features. Both WF and GRC proposed rates less than CSR. Additionally, they are well recommended from other institutions and have excellent reporting, software, and customer experience items that will improve our ability to interact with our student accounts.
2. 2024 Vendor Comparison. Throughout 2024 AR will compare all performance aspects of WF, GRC, and CSR with the intent of maintaining our relationship with the two top performers. Our main consideration being the ability to collect accounts and help retain the students.
3. First & Second Placement Strategy. AR will be utilizing a first and second placement strategy to increase payment activity. We chose vendors open to this strategy.

WF & GRC were selected for meeting all of Butler's needs while maintaining or improving services to students and staff. Additionally, they provide their service at a rate less than we are currently paying while providing a modern interface. The other respondents either did not provide the same level of transaction security, automation, experience, cost savings, or all product options required.

RECOMMENDED ACTION:

Board approves the recommendation to contract with Williams & Fudge and General Revenue to supply outside collections services.

RECOMMENDED FUNDING SOURCE:

Existing Accounts Receivable Services budget.

Submitted by: Donnie Mercer, Director, Accounts Receivable

Supervisor: Dr. Jessica Ohman, Associate Vice President, Student Services

Date: March 26, 2024



GENERAL REVENUE CORPORATION
CONTRACT FOR COLLECTION SERVICES

I. EFFECTIVE DATE, TERM OF AGREEMENT, TERMINATION OF AGREEMENT

This agreement (the "Agreement") shall be comprised of this contract for collection services. This Agreement will be effective as of the last date of signing of both parties. This Agreement shall continue in effect until such time as the Agreement is terminated by either party. This Agreement may be terminated by either party with thirty (30) days written notice to the other party. General Revenue Corporation (GRC) may retain any account in repayment or litigation at the time of termination until such time as the account is paid-in-full or closed and returned as uncollectible.

II. CONTRACTING PARTIES

General Revenue Corporation (GRC) is an Ohio Corporation with its principal place of business located at 4660 Duke Drive, Suite 200, Mason, OH 45040-8466, and Butler Community College (INSTITUTION) is an Institution of Higher Education located at 901 South Haverhill Road, El Dorado, KS 67042-3280. Each party warrants to the other party that the person executing this Agreement is authorized to enter into a legally binding contract of their respective organization.

III. SERVICES TO BE PERFORMED

Such services performed by GRC pursuant to this agreement shall be conducted in accordance with all applicable federal, state, and local laws, including, but not limited to, the Fair Debt Collection Practices Act ("FDCPA"), the Gramm-Leach-Bliley Act ("GLBA") and the Fair Credit Reporting Act ("FCRA"). GRC and/or authorized vendors shall be permitted to pursue any and all lawful actions to collect unpaid accounts on the INSTITUTION'S behalf, including, but not limited to telephone calls, collection letters, and skip trace efforts.

GRC shall provide collection services for the INSTITUTION on the following referral/debt types:

- Accounts Receivables 1st Referral
- Accounts Receivables 2nd or 3rd Referral
- Accounts Receivables Legal Referral

IV. INSTITUTION'S RIGHTS AND RESPONSIBILITIES

- a. Close and Return: The INSTITUTION shall retain the ultimate responsibility and authority for decisions regarding cancellation or deferment of accounts that have been placed for collection.





- b. Onsite Audit: The INSTITUTION may visit GRC during regular business hours for the purpose of conducting an audit of its accounts. The INSTITUTION shall give GRC at least forty-eight (48) hours notice prior to any such audit.
- c. Account Placement: INSTITUTION shall place accounts for collection using a computer-generated list and/or electronic transfer via a secure connection to protect non-public data of accounts. INSTITUTION shall provide GRC with the debtor's name, current address (if known), account number, principal, interest due, penalty and late charges where applicable. Moreover, INSTITUTION shall provide GRC with an acceptable "date of validation" as defined by the FDCPA, Regulation F (12 C.F.R. §1006). Additional information such as (i) the amount of interest accrued since the date of validation; (ii) the total amount of payments and/or adjustments posted since the date of validation; (iii) the most recent telephone number; (iv) first date of delinquency; (v) date of birth; and (vi) social security numbers should be included. The INSTITUTION will assign for collection only those accounts that can legally be pursued in accordance with federal, state, and local laws and validated by the INSTITUTION.
- d. Confidentiality: All non-public, confidential or proprietary information of INSTITUTION ("Confidential Information"), including, but not limited to, INSTITUTION customer, debtor and account data, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by INSTITUTION to GRC, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by GRC in providing services, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for GRC's use in performing this Agreement and may not be disclosed or copied unless authorized by INSTITUTION in writing. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of GRC's breach of this Agreement; (ii) is obtained by GRC on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (iii) GRC establishes by documentary evidence, was in GRC's possession prior to INSTITUTION's disclosure hereunder. Upon the INSTITUTION's request, GRC shall promptly return all documents and other materials received from INSTITUTION. INSTITUTION shall be entitled to injunctive relief for any violation of this Section. Additionally, the INSTITUTION agrees to keep the contents of this Agreement confidential and not to disclose such information to any third parties, except as agreed to in writing by GRC or except as may be required to meet any requirements under state or federal law or judicial process. In the event that a request is made to INSTITUTION to disclose such confidential information pursuant to any state or federal requirement or judicial process, INSTITUTION shall promptly notify GRC of any such request, if so permitted by law, in order to provide GRC the opportunity to intervene and to seek appropriate relief, including a protective order. Notwithstanding the above, INSTITUTION shall be permitted to disclose the contents of this Agreement to its attorneys, accountants, and other professional advisors to the extent necessary for those individuals to perform their required duties on behalf of INSTITUTION, and provided that said individuals agree to abide by the same confidentiality terms as INSTITUTION.
- e. Settlement in full verification: The INSTITUTION may authorize GRC to satisfy an account balance for less than the full amount due to the INSTITUTION on behalf of the INSTITUTION. The INSTITUTION may provide GRC with pre-approved guidelines to satisfy an account balance for less than the full amount



due to the INSTITUTION. The INSTITUTION authorizes GRC to effectively satisfy the account balance following the pre-approved guidelines when payment is made, or the method of payment clears the account holder's financial institution.

The INSTITUTION authorizes GRC to present an account holder's offer to satisfy their account balance for less than the full amount due to the INSTITUTION. The INSTITUTION agrees to respond to GRC within three business days with an acceptance, denial, or new offer and authorizes GRC to present the INSTITUTION'S response to the account holder. If the INSTITUTION fails to respond to the account holder's offer as presented by GRC within three business days, GRC is authorized to deny the offer on behalf of the INSTITUTION. When the INSTITUTION accepts an account holder's offer and the account holder initiates payment, GRC is authorized by the INSTITUTION to satisfy the account holder's balance at the time that the agreed upon payment is made or method of payment clears the account holder's financial institution.

- f. Debtor disputes: INSTITUTION agrees to respond within thirty (30) calendar days to all debtor disputes or requests for validation of debt from a debtor that are forwarded to INSTITUTION by GRC, in accordance with various state and federal requirements. GRC may close and return any disputed account if the validation of debt has not been received from the INSTITUTION and/or the debtor continues to dispute the account.
- g. Direct payments: The INSTITUTION agrees to notify GRC within thirty (30) days of any such direct payments to the INSTITUTION by telephone, fax, email, or GRC's Web Direct Payment Form.
- h. W-9 form: The INSTITUTION agrees to submit the most recent Internal Revenue Service W-9 Tax form to GRC during the client onboard process. Additionally, the INSTITUTION agrees to provide updates if there is a change to the information included on the W-9.
- i. Tax Offset Payments: Should the INSTITUTION receive any tax offset payments from the IRS, or any state taxing authority on accounts placed with GRC pursuant to this Agreement, INSTITUTION shall notify GRC of the amount of the offset, and the account to which the payment should be posted. GRC will update its records to show these payments but shall not be entitled to a commission on any tax-offset payments.
- j. Tax Relief Act: The INSTITUTION agrees that the most accurate reporting of eligible interest paid on student aid accounts can be done by the INSTITUTION as it has the final and most complete data. INSTITUTION agrees that it will prepare and provide the required reports of interest to the IRS and debtor.

V. RIGHT AND RESPONSIBILITIES OF GRC:

- a. Compliance: GRC agrees to comply with all federal, state, and local privacy laws and will not disseminate any information received from the INSTITUTION to outside entities without its prior written consent. With respect to information which is "non-public personal information" (as defined in the Federal Trade Commission's Privacy of Consumer Financial Information; Final Rule (16 C.F.R. §





313) implementing Title V of the Gramm-Leach-Bliley Act, Public Law 106-102) disclosed or provided by or on behalf of INSTITUTION to GRC in connection with this Agreement, GRC has implemented and will maintain during the term of this Agreement an information security program designed to meet the objectives of the Federal Trade Commission's Standards for Safeguarding Customer Information; Final Rule (16 C.F.R. § 314). GRC shall comply with all privacy and security laws applicable to its use, storage, maintenance, processing, transmission, and disposal of non-public personal information, including, but not limited to Family Education Rights and Privacy Act (FERPA) 20 U.S.C. § 1232(g). Moreover, GRC represents and warrants that it has implemented appropriate policies and procedures to comply with the FDCPA, including Regulation F (12 C.F.R. § 1006).

- b. Close and Return: GRC reserves the right to immediately close and return any of the following: (1) accounts that have exceeded the applicable statute of limitations based on state law; and (2) any accounts deemed excessively litigious.
- c. Bankruptcy Accounts: GRC will notify the INSTITUTION of any identified bankruptcy accounts. GRC may contact debtors or the debtor's attorney on accounts with bankruptcy filings which have been dismissed or closed to arrange for repayment if applicable. GRC will request that the INSTITUTION review a discharged account to determine whether GRC may resume collections on the account.
- d. Skip tracing: GRC may obtain and use information that is lawfully gathered from national credit reporting agencies and third-party vendors to locate a debtor. GRC agrees to adhere to all applicable federal and state laws and regulations in its skip tracing efforts.

VI. ACCOUNT UPDATE:

GRC agrees to update daily, the appropriate principal, interest, other appropriate charges, and collection costs on the INSTITUTION'S accounts in accordance with federal, state, and local laws. This updating process will be performed from date of placement until such time as the account is brought current, paid-in-full or closed and returned.

VII. INVOICE:

Unless otherwise agreed upon by the parties, GRC shall provide a Monthly Collection Remittance Statement to the INSTITUTION for each debt type by the 15th business day of the following month. This statement will include the debtor's name, account number, amount collected, commission due, and whether the account has been paid in full. Payments applied to an account can be itemized by principal, (or interest, etc.) or compressed into a single transaction.

VIII. REMITTANCE:

Net Remittance:

Payments received by GRC shall be deposited in GRC's Escrow/Trust account and disbursed to the INSTITUTION on a monthly basis with a statement and remittance for the entire amount collected, less





GRC's fee (Net). * As required by Federal Regulations, federal funds will be deposited into an INSTITUTIONAL TITLE IV ESCROW/TRUST account.

*Net Remittance will withhold funds from the current month's collection proceeds to pay GRC's fees earned in the current month and any outstanding GRC fees earned in previous months.

IX. BILLING SERVICE:

INSTITUTION authorizes GRC to contact its billing service, if any, for the purpose of obtaining accurate up-to-date balance information on all accounts placed with GRC for collection. Such balance information may include verification of transactions such as adjustments, payments, deferments, etc.

X. LEGAL ACCOUNTS:

If agreed upon by the parties, GRC may provide recommendations for legal action. In such situations, GRC will provide to the INSTITUTION a written recommendation to forward the account to a litigation vendor who will handle the litigation along with all asset and collection data available at that time. Upon approval of the GRC Legal Authorization Worksheet (LAW) by INSTITUTION, GRC will forward the approved LAW to the attorney. INSTITUTION shall advance the predetermined filing fee and court costs where applicable. These advanced costs will be returned from the initial collection, without commission.

INSTITUTION agrees that GRC has authority to pursue all legal actions to collect upon the INSTITUTION'S accounts. This collection activity includes the presumed authority to notify the debtor that GRC has the authority to file a suit on behalf of the INSTITUTION upon notice that such action is advisable.

Any attorney selected in this circumstance shall maintain an attorney-client relationship with GRC throughout the litigation process. GRC agrees to provide the INSTITUTION with copies of judgments, correspondence, and periodic updates on account status.

GRC will attempt on all loan debts to include the maximum amount of collection costs allowable in all judgments obtained. The INSTITUTION agrees not to hold GRC responsible for the amount of actual collection costs awarded by local, state or federal court judges when attempting to litigate to recover these costs on behalf of the INSTITUTION.

XI. REPORTS:

- a. Acknowledgement Report: GRC shall provide the INSTITUTION with a report acknowledging each account that GRC receives from the INSTITUTION for collection. This acknowledgment will be available to the INSTITUTION within seven (7) business days of receipt of the placement and will, where applicable, reflect the principal, interest, late charges, collection costs and total amount placed for collection. It is the INSTITUTION'S responsibility to review the acknowledgment to ensure the accuracy of the accounts placed.





- b. Debtor Status Report: GRC shall provide the INSTITUTION with a Debtor Status Report on all accounts placed. This report captures all collection and payment activity on each account placed with us and will identify whether an account is in an active or closed status.
- c. Placement Analysis Report: GRC shall provide the INSTITUTION with a Placement Analysis Report listing the account activity by month of placement and the recovery percentages from each monthly placement. This report also captures activation numbers and percentages, a method used to measure the coverage given to the number of accounts placed.
- d. Close Accounts Report: GRC shall provide the INSTITUTION with a Close Account Report. This report details on an account-by-account basis the reason the account was closed.

All reports are available on GRC's website for viewing and/or downloading purposes.

XII. CLOSE & RETURN

GRC will provide a Close & Return Report to the INSTITUTION on accounts deemed uncollectible after a period of:

- Accounts Receivables 1st Referral 12 months
- Accounts Receivables 2nd or 3rd Referral 12 months
- Accounts Receivables Legal Referral 12 months

This period may be extended on an individual account basis upon joint agreement between the INSTITUTION and GRC. Any payments received after the date of closing shall be remitted to the INSTITUTION in full and no commission shall be due for such collections. Excluded from the retention period may be accounts in the litigation process, or where Litigation Authorization Worksheets have not been returned by the INSTITUTION, or accounts that are included in pending bankruptcy actions.

XIII. POWER OF ATTORNEY:

INSTITUTION hereby grants GRC a limited power of attorney for the purpose of GRC's collection of unpaid accounts. GRC is hereby authorized to accept, endorse, sign, and deposit all checks, money orders, bills of exchange and other forms of remittance made by debtors for as long as the account is under the control of GRC.

XIV. INSURANCE:

GRC agrees to maintain for the duration of this agreement a fidelity bond of no less than \$1,000,000 that is included within the standard certificate of insurance as protection to cover the INSTITUTION'S assets under GRC's control. Notwithstanding the generality of the foregoing, GRC shall maintain at all times during the term of this Agreement (i) comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence/\$2,000,000 aggregate; (ii) automobile liability insurance in amounts not less than \$1,000,000 per accident; (iii) workers' compensation insurance as required by state statute and in amounts





not less than \$1,000,000 per accident; (iv) professional liability/errors and omissions insurance in amounts not less than \$5,000,000 per claim/\$5,000,000 aggregate; (v) cyber/network security insurance including, without limitation, coverage for security liability, cyber extortion, and protection of information from computer attacks, in an amount not less than \$5,000,000; (vi)

All general liability, professional liability, employee dishonesty, fidelity bond insurance, cyber liability insurance, automobile liability insurance, and automobile property damage insurance will provide coverage to INSTITUTION as additional insureds. GRC agrees to waive any rights of subrogation against INSTITUTION. Upon request of the INSTITUTION, at any time, GRC shall provide proof of insurance to the INSTITUTION. No material change in coverage may occur without sixty (60) days' advance notice. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater.

XV. FEES AND COLLECTION COSTS:

In consideration for the services to be provided to the INSTITUTION by GRC, GRC shall be paid the following fees for placements made after the effective date of this Agreement:

Commission fees will be paid on each dollar collected:

- Accounts Receivables 1st Referral Rate 19%
 - Accounts Receivables 2nd or 3rd Referral Rate 20%
 - Accounts Receivables Legal Referral Rate 25%
- a. Accounts reduced by the amount of CANCELLATIONS accepted and approved by the INSTITUTION on National Direct/Perkins Student Loans will not result in a fee on the amount(s) cancelled.
- b. Accounts deferred or cancelled by Student, Military, Visa, or other deferments will not result in a fee on the amount so cancelled or deferred. GRC shall be permitted to collect and be compensated for any monies not cancelled or deferred in order to bring the account up-to-date.

The INSTITUTION will pay commission fees owed to GRC no later than 45 (forty –five) days after receipt of an invoice.

The INSTITUTION will assess and add applicable collection costs based on the current or most recent address of the borrower and add these costs to accounts on an individual basis, as permitted by controlling law. These costs shall be added or assessed after legal review by the INSTITUTION of the appropriateness of these charges as they relate to contractual and statutory law. The INSTITUTION will determine collection costs by reviewing: (1) the provisions of the Promissory Note or other written agreement with the consumer; and (2) any regulations applicable to the type of debt being collected as stated in the Federal regulations and/or controlling state law. The INSTITUTION further authorizes GRC to update the collection costs associated with the accrual of additional principal, interest, or penalty/late charges.





XVI. CREDIT REPORTING:

- a. Provided that the INSTITUTION will provide the following data points for each account submitted to GRC for credit reporting purposes:
 - i. Full Name
 - ii. Full address (street, city, state, zip)
 - iii. Date of first delinquency pursuant to 15 U.S.C. 1681
 - iv. Social Security Number
 - v. Date of Birth

- b. If requested, GRC will report credit data to national credit reporting agencies, in accordance with federal and state laws. GRC will update the status of all such accounts to the appropriate credit reporting agencies, pursuant to the credit bureau reporting guidelines and in accordance with the Fair Credit Reporting Act (FCRA).

- c. Credit Reporting will be based on the parameters outlined below:
 - vi. Minimum Days before Reporting 60 Days
 - vii. Minimum Balance to Report \$50.00

XVII. LETTER WRITING:

The INSTITUTION may place accounts for the purpose of pre-collect servicing. One (1) letter will be generated to the account holder with the understanding that the accounts placed will automatically roll over to the contingency unit if GRC does not receive a notification to Stop Action from the INSTITUTION within thirty (30) days of placement.

XVIII. INDEMNIFICATION:

- a. GRC agrees to indemnify, defend, and save INSTITUTION harmless from and against any and all claims, demands, damages, liabilities and costs incurred by INSTITUTION, including reasonable attorney’s fees arising out of the willful or gross negligence of GRC or its employees during the performance of its duties required pursuant to this Agreement.

- b. INSTITUTION agrees to indemnify, defend, and save GRC (including its officers, agents, and employees) harmless from and against any and all claims, demands, damages, liabilities and costs incurred by GRC, including reasonable attorney’s fees arising out of the willful or gross negligence of INSTITUTION or its employees during the performance of its duties required pursuant to this Agreement.

XIX. FORCE MAJEURE:

Neither party shall be liable for any failure or delay in performance under this Agreement, other than for delay in the payment of money due and payable hereunder, to the extent said failures or delays are proximately caused by causes beyond the party’s reasonable control and occurring without its fault or





negligence, including but not limited to, failure to perform any term or condition of the Agreement as a result of acts of civil or military authorities, national emergencies, acts of God, insurrection, and war, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, and provided the party experiencing difficulty provide, formulates and implements an interim plan of service or plan to resume its performance of the Agreement, and provided that the party experiencing the difficulty provides dates by which performance obligations are scheduled to be resumed and met.

XX. WAIVER:

The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXI. GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the State of Ohio without regard for the conflict or choice-of-law principles thereof. Both parties hereby submit to personal jurisdiction in Ohio and further agree that any cause of action arising under or relating to this Agreement shall be brought exclusively in the United States District Court for the Southern District of Ohio, Western Division in Cincinnati, Ohio or in the Court of Common Pleas of Hamilton County, Ohio.

XXII. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY:

- a. This agreement supersedes all previous agreements, communications, and understandings, oral or written, between the parties with respect to the subject hereof, except to the extent incorporated herein. Any modifications, waivers or amendments to this Agreement shall be in writing and signed by both parties.
- b. Section headings are for convenience only and shall not be used to affect the meaning or construction of any provision herein. If any provisions of this Agreement shall be found invalid under any applicable statute or rule of law, such provision shall be deemed omitted; however, the invalidation of such provision shall not impair or affect the remaining provisions of this Agreement.

XXIII. NOTICES:

Any notice that is required to be given pursuant to this Agreement shall be in writing and shall be delivered in person or by registered mail, or certified mail, return receipt requested, postage prepaid or by facsimile transmission or electronic mail to the individual and address listed below:

- a. If to General Revenue Corporation (GRC):
 - i. Title: Director of Sales
 - ii. Address: 4660 Duke Drive, Suite 200





iii. Telephone No.: Mason, OH 45040-8466
800.234.1472
iv. Facsimile No.: 800-234-5035
v. E-Mail Address: GRC_ContractManager@generalrevenue.com

b. If to the INSTITUTION:
i. Name: Lesa Rumsey
ii. Title: Director of Accounts Receivable
iii. Address: 901 South Haverhill Road
El Dorado, KS 67042-3280
iv. Telephone No.: 316-322-3106
v. E-Mail Address: lrumsey1@butlercc.edu

XXIV. NOTICES OF CLAIMS:

GRC and INSTITUTION agree to notify the other within seven (7) days of receipt of any claim, suit or action that affects or may affect the other party.

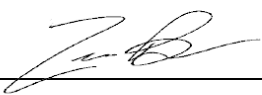
XXV. NO GUARANTEE OF COLLECTIONS:

INSTITUTION understands and acknowledges that GRC does not promise or guarantee collection recovery performance, or the collection of any account placed hereunder.
IN WITNESS WHEREOF, the parties have executed this Agreement.

BUTLER COMMUNITY COLLEGE
901 South Haverhill Road
El Dorado, KS 67042-3280

GENERAL REVENUE CORPORATION
4660 Duke Drive, Suite 200
Mason, Ohio 45040-8466

By: _____ By: Zenon Butts _____

Print Name: _____ Print Name:  _____

Title: _____ Title: President _____

Date: _____ Date: 03/08/2024 _____



GENERAL SERVICES
AGREEMENT

BETWEEN

BUTLER COMMUNITY COLLEGE

AND

WILLIAMS & FUDGE, INC.

THIS AGREEMENT, made and entered into as of this _____, day of _____ 202__, by and between WILLIAMS & FUDGE, INC., and its affiliated entities with common control or ownership, hereafter called “Collector” and BUTLER COMMUNITY COLLEGE, hereafter called “Institution” (the “Agreement”). This Agreement consists of the General Services Agreement and the schedule listed below:

Schedule A: Collector Fee Schedule

WITNESSETH:

WHEREAS, Institution has unpaid accounts, loans, fines, fees, and/or other receivables (collectively “Debts”) which it desires Collector to attempt to recover on behalf of Institution; and

Collector is qualified to collect Debts and desires to recover such Debts as referred for collection by Institution.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

SECTION 1- SERVICES AND FEES

- 1.1 Collector agrees to accept for collection, upon terms, conditions, and provisions herein set forth, Debts as Institution refers for collection. Collector agrees to maintain licenses, as required by law, in states necessary to collect these Debts.
- 1.2 Collector shall remit to the Institution the net total of funds collected for the Institution by the tenth (10th) day of each month during the term of this Agreement. Collector will provide separate payments as well as separate monthly accounting statements of all payments received and credited during said period. For any Debts placed with Collector, Institution agrees to remit collection fees due to Collector in the event payments are made directly to the Institution or anyone working on behalf of the Institution that accepts payments of Debts.
 - i. If Collector remits to the Institution the gross total of funds collected for the month and Institution fails to pay Collector’s collection fees within sixty (60) days of Institution receiving said gross funds, then each month thereafter Collector shall automatically remit to the Institution the net total of funds collected (funds collected minus collection costs owed). Collector may also remove from Institution’s net remit any outstanding receivable until the receivable is paid in full. If this provision of the Agreement is triggered by Institution’s failure to remit funds, Institution agrees Collector shall remit net funds due to Institution for the remaining term of the Agreement.

1.3 Types of Accounts and Fees:

- i. First Placements:
 - a. “First Placements” are Debts placed for collection by Institution for the first time.
 - b. A set percentage of the total amount collected, as provided in the attached Schedule A, will be the sole consideration paid to Collector for First Placements (“First Placements Collection Fee”). Institution shall not be liable for any costs and/or expenses incurred by Collector in the collection of Debts. Costs and/or expenses (“Costs and/or Expenses”) are defined as those monies necessary for the ordinary course of the Collector’s business operations (i.e., telephone expenses, computer costs, labor, collection letter costs, etc.). Costs and/or Expenses exclude any fees associated with Debts Institution pursues through litigation except as otherwise addressed herein.

- ii. Second/Third Placements:
 - a. “Second/Third Placements” are Debts previously placed with Collector or any other collection entity (that were subsequently closed and returned to Institution) that have been placed with Collector for an additional collection effort.
 - b. A set percentage of the total amount collected, as provided in the attached Schedule A, will be the sole consideration paid to Collector for Second/Third Placements (“Second/Third Placements Collection Fee”). Institution shall not be liable for any costs and/or expenses incurred by Collector in the collection of Debts. Costs and/or expenses (“Costs and/or Expenses”) are defined as those monies necessary for the ordinary course of the Collector’s business operations (i.e., telephone expenses, computer costs, labor, collection letter costs, etc.). Costs and/or Expenses exclude any fees associated with Debts Institution pursues through litigation except as otherwise addressed herein.

- iii. Accounts Approved for Litigation:
 - a. “Litigation Accounts” are Debts (First Placements, Second/Third Placements) Institution has, in writing, authorized a lawsuit to be filed against the consumer and/or cosigner in the applicable court as required by law and Collector has, at Institution’s direction, forwarded the account to Institution’s law firm in the applicable jurisdiction.
 - b. A set percentage of the total amount collected, as provided in the attached Schedule A, will be the sole consideration paid to Collector for Litigation Accounts (“Litigation Account Collection Fee”). Institution shall not be

liable for any costs and/or expenses incurred by Collector in the collection of Debts. Costs and/or expenses (“Costs and/or Expenses”) shall be defined as those monies necessary for the ordinary course of the Collector’s business operations (i.e., telephone expenses, computer costs, labor, collection letter costs, etc.). Costs and/or Expenses do not include those monies necessary for Institution to defend any claim or counterclaim (federal or state) brought by a consumer against the Institution after the Institution has pursued a Debt through litigation.

- c. If Collector advances any court costs (or other hard costs) relating to collection litigation against a consumer and/or cosigner and Institution closes an account for any reason after costs have been paid by Collector, Institution shall pay said advanced costs back to Collector within forty-five (45) days of closing the account.
- d. If Institution authorizes litigation against a consumer and the consumer brings a counterclaim against Collector and/or the Institution associated with the collection efforts of Institution’s attorneys, all attorney’s fees associated with defending the claim or counterclaim are the responsibility of the Institution and are specifically excluded from the “Costs and/or Expenses” as that term is previously used in this Agreement.
- e. Lawsuit Authorization: Collector has no independent authority to forward a Debt to a law firm to file suit. Collector must receive written authority from Institution prior to sending any Debt to a law firm. Collector shall make every effort to collect Debts to avoid Institution filing a lawsuit. Institution agrees to be bound by the terms and/or conditions outlined in the Suit Authorization Form. By authorizing litigation on a Debt, Institution warrants the principal amount of the Debt and any amount above the principal Debt obligation is supported by a legible and enforceable contract between the consumer and the Institution and/or is specifically allowed by applicable law. By authorizing litigation on a Debt, Institution also warrants that said Debt is within the statute of limitations for the applicable jurisdiction. Institution shall accurately disclose the following on each Suit Authorization Form: (a) the date the last voluntary payment was made on the Debt; and (b) all deferral or forbearance periods, including start and end dates.
- f. The decision to file a lawsuit to recover a Debt is solely that of the Institution. Collector’s role is limited to providing account information to and from the law firm and the Institution. Institution chooses counsel to file the lawsuit on its behalf. If the Institution authorizes placement of an account with a law firm that regularly litigates Debts for Collector’s other Institution clients, Institution understands and agrees the Institution is the

client of the law firm and is responsible for all decisions related to the litigation.

- iv. Fee Adjustments
 - a. Beginning one (1) year from the date of execution of this Agreement and continuing each year thereafter, the fee schedule set forth in Schedule A may be increased by Collector, provided that in no event shall any such fee increase exceed the most recently available annual change in the Consumer Price Index (“CPI”). Collector shall give Institution thirty (30) days prior written notice of any increase to the fees set forth in Schedule A.

1.4 Institution Determines Amount of All Debts:

- i. Institution, in its sole discretion, determines the amount of all Debts placed for collection with Collector. The amount and accuracy of each Debt placed for collection is the sole responsibility of the Institution and Debt amounts shall comply with all applicable federal and state laws and regulations while the Debt is placed with Collector. Institution agrees to notify Collector in writing immediately upon any change in consumer Debt calculations and/or consumer demographics (including any change in bankruptcy status).
- ii. Each Debt placed for collection may or may not include principal, interest, late fees, fines, and/or Institution assessed fees. Institution hereby warrants that any amount above the principal Debt obligation is supported by a legible and properly executed written agreement between the consumer and the Institution and/or is specifically allowed by applicable law.
 - a. Written Agreement. Institution hereby warrants it has in its possession, custody, or control a legible copy of the entire written agreement between the Institution and the consumer. If the written agreement is an electronic agreement (signed electronically), Institution warrants it has in its possession a legible record of the consumer’s e-signature that comports with the E-Sign Act. Institution warrants the written agreement expressly allows for any amount incidental to the principal obligation being assessed by Institution.
- iii. Institution hereby understands and agrees that Institution (not Collector) determines Debt amounts, including the assessment of any amount in addition to the applicable Debt’s principal amount. Any communication with a consumer by the Institution shall correctly and accurately inform the consumer of how Institution’s Debts are calculated and inform consumers that all amounts related to a Debt are determined and assessed by the Institution. At no time shall Institution communicate to any

person or entity, in writing or otherwise, that any Debt amount is assessed, charged, or determined by Collector.

- iv. As set forth above, Collector charges Institution certain amounts for collecting certain Debts. Collector does not charge the consumer any amount for collecting certain Debts. The Parties understand and agree that fees charged by Collector for performance of the services outlined herein are wholly unrelated to any consumer's Debt obligation to Institution.

1.5 Final Statements (optional). Institution understands Collector is required to comply with the Fair Debt Collection Practices Act and any regulations implementing the law that are promulgated by the Consumer Financial Protection Bureau (such as Regulation F). Institution may wish to send a final account statement directly to consumers following placement of a Debt with Collector.

- i. Institution wishes to lease secured dedicated server space from Collector to store Institution account data associated with sending a final account statement. Collector hereby leases secured dedicated server space to Institution (hereinafter "Institution Server"). Commissions paid to Collector as outlined herein are the sole consideration for the lease of the secure dedicated server space, and the other services outlined in Paragraph 1.5 and its subparts.
- ii. Upon placement of a Debt, Collector shall, at Institution's request, aggregate the necessary data to create a final account statement. Once Collector aggregates the final account statement data, Collector shall process that data to the Institution Server.
- iii. The final account statement data shall be on the Institution's Server awaiting instruction directly from the Institution.
- iv. Following placement of a Debt or Debts, and after Collector's processing of Institution's final account statement data to the Institution Server, Collector shall send an email communication to Institution. The email will confirm the Debt placement with Collector and notify Institution its final account statement data is on the Institution Server. Immediately upon receipt, Institution shall acknowledge the Debt placement with Collector, and Institution will send its final account statements by processing them from the Institution Server to a print/mail vendor.

1.6 Cancellations, Deferments, Postponements. Upon written request by the Institution, Collector agrees to accept cancellations, deferments, or postponements and no fees shall be charged to the Institution for Collector assistance in obtaining and processing such. Collector agrees to immediately suspend action, either temporarily or permanently, on any Debts referred for collection upon written notification by Institution. Collector has no authority to settle any Debt balance without written approval from Institution. Said

approval may be provided on a portfolio and/or individual Debt basis. For purposes of this provision, an e-mail from an Institution representative constitutes proper written approval.

- 1.7 Federal Student Loans. For the collection of federal student loans where federal law preempts state law, assessment, calculation, and/or addition of student paid costs/fees on any Debt will be determined by the Institution, the promissory note(s), any federal laws and regulations governing collection of said Debt. As set forth herein above, any/all amounts placed for collection are determined and assessed by Institution.
- 1.8 Credit Reporting. Upon written request by the Institution, Collector shall furnish to national credit bureaus, bi-monthly, at no charge to Institution, information containing current consumer Debt information (hereinafter "Information"). Collector shall bear the cost of preparation and delivery of tapes and other media to the national credit bureaus. Collector and Institution understand the Information provided to the national credit bureaus will become property of the national credit bureaus. Collector shall report the consumer data provided by the Institution. Institution warrants the accuracy of the consumer data it provides. Institution will take any/all actions requested by Collector during any Debt investigation required by the Fair Credit Reporting Act. Collector shall furnish Information only on those Debts that are currently placed with Collector for collection. Collector shall not have any obligation to furnish Information on Debts that are closed and/or returned to the Institution.
- 1.9 Payment Processing. For purposes of collecting Debts; (1) Institution agrees all Debts placed for collection are for goods and services provided by Institution, (2) Collector may act as an agent for Institution when accepting Debt payments, (3) Collector's receipt of funds to pay Debts are treated as a direct receipt of funds by Institution, and (4) Collector is authorized to provide receipt of payments to consumers reflecting a payment to Collector as agent for Institution.

SECTION 2- ACCURACY OF ACCOUNT INFORMATION

- 2.1 In addition to any other representation or warranty contained elsewhere in this Agreement, Institution represents and warrants to Collector:
 - i. Debts placed for collection are just obligations that are owed by the individual(s) associated with said Debt(s). If the individual has the same name as a parent or child (is a Junior, Senior, II, III, etc.), Institution shall identify the accurate generation code/suffix in the placement file;
 - ii. amounts associated with Debts placed for collection are accurate and supported by legible and complete documentation Institution generates in the ordinary course of its business;

- iii. Debt is not currently being collected by the Institution or any other entity working on the Institution's behalf;
- iv. Institution is not aware of any material dispute as to the validity of any Debt placed for collection and the obligated consumer has not requested that Institution and/or any prior collection agency cease and desist collection activity for the Debt placed with Collector for recovery;
- v. if Collector reports to the any credit reporting agency on behalf of the Institution, the date of delinquency provided by Institution is an accurate date of delinquency as that term is used in the Fair Credit Reporting Act;
- vi. dates of default and dates of last voluntary payment provided to Collector by Institution are accurate and are documented by the Institution in records Institution keeps in the ordinary course of its business operations. If the Debt is owed by more than one individual (i.e. consumer and cosigner), Institution must identify the specific individual who made the last payment;
- vii. individual(s) associated with the Debt(s) are not involved with an ongoing bankruptcy;
- viii. Institution will only place Debts for a consumer who has been discharged from a bankruptcy filing if; (1) the Debt at issue was incurred after the consumer filed for bankruptcy protection, or (2) Institution warrants the Debt was not discharged pursuant to 11 U.S.C. § 523(a)(8) and Institution will defend any threat or claim challenging Institution's warranty; and
- ix. Consumer E-mail addresses provided to Collector when a Debt is placed for collection are accurate and were obtained directly from the consumer when the consumer registered and/or enrolled at the Institution.

2.2 Accurate Credit Reporting Information. In addition to 2.1 above, Institution, pursuant to current credit reporting standards, agrees to provide the following required information for accounts they wish Collector to report to credit reporting agencies:

- i. Consumer's full name (first name, middle name or initial (if available), last name and generation code/suffix (Jr/Sr));
- ii. Consumer's full address;
- iii. Consumer's full Social Security Number (if full Social Security Number is not available, full date of birth is required); and
- iv. Consumer's date of birth.

2.3 Institution agrees to immediately notify Collector, in writing, of any change in consumer account information. This includes, but is not limited to, address changes, drop/add fees waived, other school fees waived, and balance adjustments. Collector agrees to notify the national credit bureaus bi-monthly of any change in information reported to the national credit bureaus.

- 2.4 Institution agrees to provide a timely and accurate written response to Collector if Collector is investigating, or re-investigating, any disputed Account (whether the dispute is generated and received from a credit reporting agency or otherwise).
- 2.5 Institution warrants that Institution (initial appropriately) _____ HAS or _____ HAS NOT, at the time of the transaction that led to the Debt, obtained express written consent from consumers to contact the consumers' cellular telephone numbers via automated telephone dialing equipment and/or to leave an automated and/or pre-recorded voice or text message. If Institution has obtained consent, Institution will immediately notify Collector if any consumer revokes that consent at any time by any means.

SECTION 3- COMPLIANCE AND PERFORMANCE STANDARDS

- 3.1 Institution agrees to perform any pre-placement collection efforts required by law or regulation prior to turning Debts over to the Collector.
- 3.2 Collector agrees to implement comprehensive collection procedures in the attempt to achieve a maximum recovery of Debts. Such procedures may include, but are not limited to, a reasonable number of telephone calls along with a reasonable number of letters. Skip tracing procedures will be used wherever necessary and appropriate to locate a consumer.
- 3.3 Institution understands and agrees Collector utilizes technology to identify consumers that regularly file lawsuits against the debt collection industry. Institution further understands and agrees that Debts placed with Collector by Institution that belong to consumers who are identified as serial litigants against the debt collection industry may be returned to Institution at the sole discretion of Collector. Institution understands and agrees that it will not place with Collector those Debts returned by other collection agencies if the agency returned the Debt because the consumer regularly sues the collection industry (or regularly issues unfiled litigation threats with a demand for monetary payments). The term serial litigant shall be defined by Collector at its sole discretion on a consumer-by-consumer basis.
- 3.4 Collector agrees to take affirmative action in complying with all applicable federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, physical handicap, and/or any other protected class of individual.
- 3.5 Collector shall promptly undertake, through proper and lawful means, the collection of all Debts referred by the Institution without regard to the amount. Collector shall maintain policies and procedures that conform to industry standards concerning adherence to

guidelines established by the Fair Debt Collection Practices Act and make every reasonable effort to conform to said policies and procedures.

- 3.6 Collector acknowledges that all documents and information provided by Institution will remain confidential. Collector will not disclose any such information to any person or entity for any purpose except as necessary to perform the tasks it is assigned to complete by Client or as otherwise required by law.
- 3.7 Collector agrees to compliance training with all current and future employees regarding federal and state legal and regulatory requirements governing the collection of consumer debt.
- 3.8 Pursuant to federal regulations pertaining to the Higher Education Act of 1965 Title IV, as amended; specifically, those statutory provisions as set forth in Section 668.25 (contracts between an institution and third-party servicer), Collector agrees to comply with all applicable current and future statutory and/or regulatory requirements.
- 3.9 Collector agrees to abide by the principles of the Gramm-Leach-Bliley Act (GLB) as described in [16.CFR Part 314] of the May 23, 2002, Federal Register to secure and protect any non-public information for all accounts placed with Collector. Collector agrees to maintain a Safeguard of Information Procedure Report outlining the steps in place to ensure protection of all non-public information.
- 3.10 Both Parties agree to abide by all applicable state and federal laws governing the privacy, security and use of student financial information, including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- 3.11 Institution understands Collector is required, at times, to abide by regulations, processes, and procedures implemented by the Consumer Financial Protection Bureau (CFPB). Institution agrees to reasonably cooperate with Collector to assist in Collector's compliance with CFPB regulations, processes, and procedures. Institution's cooperation includes, but is not limited to, assisting Collector in responding to consumer complaints processed through the CFPB consumer complaint portal. Institution agrees Collector may release any information related to a consumer or a consumer's account(s) that is necessary to facilitate a prompt and accurate response as required by the CFPB.
- 3.12 Institution understands and agrees Collector may, because of this Agreement, be required to respond to state and/or federal regulators resulting from and associated with collection work performed on behalf of Institution. An example of the type of inquiry includes, but is not limited to, Collector's receipt of a subpoena. Upon receipt of any state and/or federal

inquiry, Collector shall notify Institution. Institution may, at its own expense, take any action necessary to protect its interests (i.e., filing a motion to quash a subpoena). Unless Collector is notified the inquiry has been withdrawn or is ruled invalid, Collector shall work with the state and/or federal regulator to respond to the inquiry fully and accurately. Institution understands and agrees the response process places a significant operational burden on Collector. Institution agrees to pay all of Collector's reasonable costs associated with an inquiry response. Costs shall include, but not be limited to, reasonable attorney's fees and reasonable hourly rates for Collector's employees that work on the response. Institution agrees Collector's employee rate shall be \$150/hour. Collector shall provide Institution a detailed breakdown of the hours spent, and employee(s) involved. If Collector's employees and/or Collector's attorney(s) are required to travel in association with the inquiry, Institution agrees to pay all reasonable travel costs which include, but are not limited to, coach air fare, meals, ground travel costs, and reasonable hotel accommodations.

3.13 Network Security: Collector and Institution each desire to establish connectivity between each of their respective computer networks to enable the parties to electronically transmit and exchange data and other information in a secure environment.

- a. Institution will allow only approved employees ("Authorized Institution Employees") to communicate via secure email or SFTP. Institution shall be solely responsible for ensuring that Authorized Institution Employees are not security risks, and upon Collector's request, Institution will provide Collector with any information reasonably necessary for Collector to evaluate security issues relating to any Authorized Institution Employee access to the Network Connection.
- b. Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such Party's use of the electronic communications are secure and used only for authorized purposes, and (b) such Party's business records and data are protected against improper access, use, loss alteration or destruction.

3.14 Network Access: Subject to the terms and conditions of this Agreement, in order to facilitate the transmission, transfer and exchange of Data and other Confidential Information between the parties, each Party grants to the other Party a revocable, non-exclusive, and non-transferable right to electronically access, in accordance with the technical specifications referred to in section 3.13 above, the other Party's computer network for purposes of analyzing, evaluating, billing, collecting, processing, storing,

searching, viewing, downloading, delivering, exchanging, and converting data and other Confidential Information and for no other purpose.

- a. Any access rights granted by a Party to the other Party may be revoked at any time following the delivery of written notice of such revocation to the other party. Neither Party is authorized to sell, assign, transfer, publish, disclose, display, download, reverse engineer, copy, reproduce, sublicense, transfer, distribute, or otherwise make available to any third Party any software, hardware or other programs provided by a Party to the other Party for use herein.
- b. Network access and use of the Data is expressly limited to the business purposes identified by this Agreement. To the extent the business relationship between the Parties is terminated, the network access rights set forth in this Agreement shall also be terminated at the same such time, unless otherwise expressly agreed to in writing between the parties. Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment, and personnel for maintaining the network connection. Collector-approved method of remote access is based on VPN technology which forces all traffic through an encrypted tunnel. Therefore, all remote access traffic passed between Collector network and the end user is fully encrypted.

3.15 Security Procedures

- a. Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (1) such Party's Confidential Information is secure and is used only for authorized purposes, (2) such Party's business records and data are protected against improper access, use, loss alteration or destruction, (3) such Party's privacy and security policies and procedures adequately protect non-public personal information as defined by HIPAA, HITECH Act, GLBA, FDCPA and any and all other applicable federal, state and/or local laws, rules and regulations, and (4) such Party will immediately communicate any breach or potential breach of its security policy or procedure as it relates to the other Party's Confidential Information.
- b. Institution and Collector each desire to establish connectivity between each of their respective computer networks to enable the parties to electronically transmit and exchange data and other information in a secure environment. Institution and Collector desire to establish the connectivity guidelines, standards and methods and

desires to establish controls with respect to such methods to protect the integrity of their respective computer networks, data and information, and maintain the confidentiality of information exchanged under this Agreement. Such connectivity shall be through secure email and SFTP.

- c. Collector has and shall maintain a designated Security Officer responsible for information security, safeguarding consumer information as defined by applicable laws. Collector has identified and assessed risks to consumer information in each relevant area of its operations and evaluated the effectiveness of current safeguards for controlling identified risks. Collector has designed a safeguards program and selected appropriate sub-contractors who are compliant with the program, to effectively implement Collector's services for Institution. Collector will continue to monitor, test, evaluate and adjust the program in response to relevant circumstances, including changes in business arrangements, operations, or the results of testing and monitoring or as needed to comply with any applicable law or regulation affecting the use or disclosure of consumer information. Collector uses and discloses information only as necessary to perform the specific functions and responsibilities for which it was retained by Institution. Services provided by Collector are performed as part of Institution's normal operations. Institution is responsible for obtaining all required consents and authorizations for the release of consumer information and for Collector's use or further release of such information, as required.

SECTION 4 – INDEMNITY AND INSURANCE

- 4.1 General Indemnity. Institution will indemnify and hold harmless Collector, and its respective directors, officers, employees, agents, attorneys, successors and assigns from and against all claims, losses, liabilities, damages, suits, actions, government intervention, taxes, penalties or interest, and legal expenses or other hard costs (including reasonable attorney's fees) arising out of or in connection with the acts or omissions of the Institution under or related to this Agreement, including but not limited to, any breach of a representation or warranty contained in this Agreement. This paragraph also includes, but is not limited to, claims (or unfiled demands) involving the amount of a Debt, the dates of default, date of the last voluntary payment, counterclaims or separate claims filed against the Collector that assert violations associated with any Litigation Account, dates of delinquency, the validity of any contract between a consumer and Institution, and/or the services provided by Institution to consumer.
- 4.2 Consumer Claim Indemnity. In addition to the general indemnification outlined herein, Institution agrees to fully indemnify Collector for any claim made (including unfiled

demands) by a consumer that any Debt amount or portion of a Debt amount placed for collection violates any applicable law including, but not limited to, any claim for a violation of 15 U.S.C. § 1692(e), §1692f(1), or any similar state law. Indemnification for this type of claim (a claim that any amount incidental to the principal amount of the Debt should not be collected) shall include all costs, attorney's fees, disgorgement, statutory liability, any resulting judgment amount, any lost profits, or any other amount resulting from the claim. Additionally, attorney's fees shall be payable by Institution to Collector regardless of whether said fees are incurred as the result of formal legal action. If Institution, as indemnitor under 4.1 or 4.2, takes over litigation against Collector, Collector shall have the right to approve Institution's defense counsel, any proposed settlement or resolution, and any settlement documentation ahead of execution. Approval by Collector shall not be unreasonably withheld.

4.3 Limited Liability. In no event will Collector be liable for any loss of profit or revenue by Institution, or for any other consequential, incidental, future, punitive, or indirect damages incurred or suffered by Institution arising as a result of or related to the services performed and/or Agreement, whether in contract, tort, or otherwise, even if Collector and/or Institution has been advised of the possibility of such loss or damages. The total liability of Collector for all claims of any kind arising as a result of or related to the services performed and/or Agreement, or to any act or omission of Collector, whether in contract, tort, or otherwise, is limited to the lesser of actual damages or three (3) months of commissions paid to Collector by Institution pursuant to this Agreement for the three (3) month period immediately prior to the claim. Collector shall not be liable to Institution for any claim made by any consumer(s) alleging any violation of the Telephone Consumer Protection Act.

4.4 Insurance. Collector will maintain a fidelity bond in the amount of five million (\$5,000,000) dollars; said bond being for the benefit of Institution. Collector will, upon Institution's written request, provide Institution with a copy of said bond and will provide Institution with advance written notice of any change in the bond.

SECTION 5- TERM

5.1 This Agreement shall be in effect for three (3) years from the date of execution and shall automatically renew unless terminated by a Collector or Institution. Either the Collector or Institution may terminate the agreement upon thirty (30) days prior written notice to the other. Termination by Institution for cause, default, or negligence on the part of the Collector shall be excused from the thirty (30) day notice. The Parties remain responsible for remitting any monies that are or become due following termination of this Agreement.

- 5.2 In addition, beginning one (1) year from the date of execution of this Agreement and continuing each year thereafter, the fees in the attached Schedule A may be increased as set forth in Section 1.3 (iv) of this Agreement.

SECTION 6- CHOICE OF LAW

- 6.1 This Agreement shall be interpreted in accordance with the laws of the State of Kansas. For purposes of all legal proceedings between the Parties arising out of this Agreement, whether founded in law or equity, the Parties hereby irrevocably consent to the jurisdiction of the court of common pleas in Butler County, El Dorado, Kansas or the United States District Court for the District of South Carolina. The Parties hereby expressly waive any right to a trial by a jury regarding any action, legal or equitable, arising out of this Agreement. Prior to bringing any legal or equitable action in any court of law, the Parties hereby irrevocably consent to confidential mediation in Butler County, Kansas. Said mediation shall be conducted within thirty (30) days of a Party providing written notice of said Party's claim(s) and request to mediate. The Parties shall make a good faith effort to agree upon a mediator. To the extent the Parties are unable to agree, the mediator shall be chosen from a list of certified mediators provided by the Kansas Bar Association.

SECTION 7- GENERAL PROVISIONS

- 7.1 Neither party shall be liable under any contracts or obligations of the other, except pursuant to the specific terms of this Agreement. Neither Party shall have authority to bind the other Party to any debt, contractual, or other undertaking.
- 7.2 Independent Contractor Relationship. The Parties to this Agreement are independent contractors to one another and nothing in this Agreement shall be deemed to create a relationship of principal and agent between the Parties. Additionally, nothing in this Agreement shall be construed to create an employer/employee, master/servant, or partnership/joint venture relationship between the Parties. Each Party shall be exclusively responsible for selecting, supervising, and compensating its own employees and/or representatives in the performance of their responsibilities under this Agreement. Neither Party shall have the authority to bind the other or to transact business in the name of the other nor to make representations or promises on behalf of the other except as expressly granted under this Agreement. An express exemption to this provision is when the Institution directs Collector to send correspondence on Institution's behalf that is a communication to a consumer from the Institution (i.e., on Institution letterhead & directing the consumer back to the Institution for further communication and/or payment). This type of communication is created, sent, and managed at the direction and control of the Institution whereby, for the limited purpose of this type of communication, Collector

is a “de facto employee” of the Institution as that term is used in Fair Debt Collection Practices Act jurisprudence.

- 7.3 Institution authorizes Collector to endorse any check or other negotiable instrument received by Collector for payment of or towards a placed Debt that is sent to Collector but payable to the Institution.
- 7.4 Neither Party shall be deemed in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of any event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, commercial power failure, government action, war, insurrection, terrorism, fire, strike, pandemic, failure of telecommunications facilities or any other circumstances beyond the reasonable control of that Party. The required time for a Party’s performance hereunder shall be extended to account for any such force majeure event.
- 7.5 This document contains the entire agreement relating to the subject matter hereof between Collector and Institution and supersedes any prior or contemporaneous oral or written agreements or representations. Except for the Fee Adjustment pursuant to Section 1.3(iv), this Agreement may be modified only by a written agreement duly executed by authorized representatives of both Collector and Institution except for the suit authorization form executed by the Institution. The terms and conditions of the suit authorization form modify this Agreement, to the extent the terms and conditions set forth therein do not conflict with the terms of this Agreement. To the extent said terms and conditions do conflict with this Agreement, the terms and conditions of this Agreement shall control.
- 7.6 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions shall remain in full force and shall in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits of the Parties hereunder.
- 7.7 Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
- 7.8 This Agreement or any of the duties or responsibilities of Collector shall not be assigned or transferred by Collector without Institution’s prior written consent, except to an entity which is in control of, controlled by, or under common control with Collector. This Agreement shall not be assigned or transferred by Institution, except to an entity which is in control of, controlled by, or under common control with Institution.

- 7.9 All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto, and their heirs, legal representatives, successors and permitted assigns.
- 7.10 This Agreement is the result of negotiation between the Parties, and no ambiguity herein shall be construed against either party because of that party's role in drafting this Agreement.
- 7.11 A fully executed facsimile or electronic copy of this Agreement shall be treated as an original Agreement and signatures may be made in counterparts to the Agreement.
- 7.12 Each Party represents that its execution and performance of this Agreement will not violate any term, covenant or understanding with any other person or entity or place such Party in breach of any contractual or legal obligation to a third Party.
- 7.13 This Agreement is executed for the benefit of the named Parties only, including Collector's subsidiaries. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a Party to this Agreement, a Party's subsidiary, or a Party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.
- 7.14 Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months subsequent to the termination thereof, neither Party shall, either on its own account or for any person, firm, partnership, corporations, or other entity (a) solicit, interfere with, or endeavor to cause any employee of the other Party to leave his or her employment, or (b) induce or attempt to induce any such employee to breach his or her promise to his or her employer.
- 7.15 Any notice or other communication required or permitted by this Agreement shall be in writing and shall either be hand-delivered, sent via overnight mail by a nationally recognized courier service, or sent postage prepaid by certified or registered mail, return receipt requested, to the following addresses or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicated on the return receipt whether such notice is accepted by the addressee.

If to Institution:

If to Collector:

Williams & Fudge, Inc.
Attn: Vice President of Sales
300 Chatham Ave., PO Box 11590
Rock Hill, SC 29731

IN WITNESS WHEREOF, Collector and Institution have caused this agreement to be executed by their duly authorized representatives on the date first above written:

Butler Community College

Williams & Fudge, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: J.R. Berninzoni

Title: _____

Title: Vice President of Sales

Date: _____

Date: _____

Schedule A - Collector Fee Schedule

Collection fee(s) charged to Institution will be based on the following table:

Placement Type	Fee
First Placements	Twenty percent (20%) of the total amount collected will be the sole consideration paid to Collector for First Placements
Second/Third Placements	Twenty percent (20%) of the total amount collected will be the sole consideration paid to Collector for Second/Third Placements.
Litigation Accounts	Twenty five percent (25%) of the total amount collected will be the sole consideration paid to Collector for Litigation Accounts
Other	N/A

Collector and Institution have expressly agreed to the fees set forth in this **Schedule A- Collector Fee Schedule**

Institution expressly agrees to adjustments of this Schedule A as set forth in Section 1.3 (iv.) of the Agreement.

Butler Community College

Williams & Fudge, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: J.R. Berninzoni

Title: _____

Title: Vice President of Sales

Date: _____

Date: _____

PERSONNEL

TOPIC for ACTION
Retirement of Dee Mabe

REPORT:

Julia Dee Mabe, Office Manager, Butler of McConnell, has submitted her notice of resignation (retirement) effective May 1, 2024. Dee has been an employee of Butler Community College for 23 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Julia Dee Mabe.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate Vice President of Human Resources
Supervisor: Dr. Kim Krull, President
Date: March 18, 2024

11 January 2024

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

Dear Erika,

This letter is to formally notify you that I will be retiring effective 1 May 2024 with my last day of work being 30 April 2024.

I have enjoyed my 23 years at the Butler of McConnell and Butler Service Center offices, and all the people I have worked with.

Thank you for allowing me to be a part of the Butler Community College family.

Dee Mabe

TOPIC for ACTION
Sabbatical Leave Request for Jamie Williams

REPORT:

The Sabbatical Review Committee recommends the approval of Jamie Williams, Academic Advisor for Sabbatical Leave during Fall semester 2024. The main goals of Jamie's sabbatical include:

- Practicing communication skills to improve presentations for students and parents and written communication.
- Improving knowledge of Adobe Creative and other technology tools to assist with the development of quality online advisor training.
- Learning new strategies to assist undecided students.
- Develop online Canvas training for advisors and others who work with undecided students.
- Develop a college process that includes faculty and other staff to guide undecided students.
- Develop an understanding of issues facing advising offices at other colleges and universities and innovative solutions that are being implemented elsewhere.
- Work with Butler faculty to develop relationships with universities that allow for seamless transfer for Butler students.
- Continue to research and develop strategies for creating a sense of community, especially among Butler STEM students.

RECOMMENDED ACTION:

Approve Sabbatical Leave for Jamie Williams, Academic Advisor, for the fall semester 2024.

RECOMMENDED FUNDING SOURCE:

General fund.

Submitted by: Kamielle Freeman, Chair – Sabbatical Review Committee

Supervisor: Shannon Covert, Dean – SEM

Date: April 9, 2024

SECTION 14: SABBATICAL LEAVE

14.4 Sabbatical Leave Application Cover Page

Complete this cover page through "applicant signature". Attach additional application materials as specified in the Sabbatical Leave Application Instructions. Forward these materials to your Dean/Director by February 16th for fall semester sabbatical leave requests and September 16th for spring semester sabbatical leave requests.

Name: Jamie Williams Position: Academic Advisor

Division: Student Services Years of full-time service: 8

Date of first employment at BUTLER: August 1999

Have you received a previous sabbatical leave from BUTLER? No

If yes, date of the leave: _____

Period of requested sabbatical leave:

Fall Semester 2024 Spring Semester _____ Fall & Spring Semester _____

Education
Highest degree: Master of Science Date: May 2009

Degree awarding institution: Emporia State University

Number of hours earned beyond highest degree: None

Other significant accomplishments: Listed on resume

Jamie Williams _____
Applicant Signature Date

Dann Shump _____
Dean/Director Signature Date

Sabbatical leave committee's recommendation:
X recommend _____ do not recommend

Jamie Williams

1669 North Sagebrush Street || Wichita, Kansas 67230 || 316.305.8744 || jwilliams77@butlercc.edu

Summary

Experience in a variety of facets of adult education, including advising, online and face-to-face instruction and work-based learning.

Professional Experience

Butler Community College, January 1999 to Present

Academic Advisor, January 2016 to Present, Part-time – September 2013 to April 2015, Adjunct - December 2001 to September 2013

- Communicate degree program specifics to students and parents.
- Counsel students in career planning process.
- Guide students to available resources to encourage success.
- Collaborate with faculty and transfer partners to develop pathways.
- Develop ongoing training in Canvas for advisors and admissions.

Instructor, Adjunct Online & F2F - February 2022 to Present, August 2009 to September 2013, January 2003 to December 2005 and August 1999 to December 2001

- Online instruction includes Career Readiness, Career Planning and work-based learning courses.
- Face-to-face instruction includes Engineering Concepts, Pre-Algebra, Fundamentals of Algebra and Intermediate Algebra courses.

Director, Early College Academies, May 2015 to November 2015

- Develop learning experiences that promote students understanding of various health science careers
- Market and promote the Early Colleges to all stakeholders, including students, parents, counsellors and community members

Cooperative Education & Internship Coordinator, January 2006 to July 2013

- Collaborate with students and employers to develop individualized learning objectives. Within the workplace environment, develop specific, measurable goals for the student during the work-based learning experience. Develop assessment measures that correspond with appropriate workplace functions and create value for the student and employer.
- Developed online Cooperative Education course. Adapted course objectives to the online environment. Created discussion area that allows distance students to discuss workplace issues. Developed online survey to elicit feedback from students on course effectiveness.

- Create marketing media for display online and in-house, including photos, movies and presentations. Utilizing video editing tools, developed intern panel discussion into marketing video.
- Assist with development and direction of web page information and design. Assisted with the addition of real-time internship information.
- Market work-based learning programs to businesses and students.
- Develop relationships with business partners to increase opportunities for Butler students.

Independent Study Instructor, Adjunct – October 1999 to July 2009

- Communicated policies and procedures to new students during orientation.
- Facilitated student learning in a team teaching environment.
- Developed course materials for career and math courses.

Education

Emporia State University – Emporia, KS

MS Instructional Design and Technology - May 2009

Coursework in Educational Research and Adult Learner Psychology

Wichita State University – Wichita, KS

BS Electrical Engineering - Cum Laude, December 1992

Continuing Education

- **NACADA Region 4 & 7 Conference** Together We Create Advising Magic, New Orleans, LA February 2024.
Presentation on Bridging the Gap: Developing Strategies for Online Advisor Training
- **KAAN in the Air Capital Conference** Advising Students to New Heights, Wichita, KS September 2023.
Presentation on Bridging the Gap: Developing Strategies for Online Advisor Training
- **NACADA Annual Conferences** 2022 and 2021 virtual attendance, 2019 Louisville, KY

Technology Skills

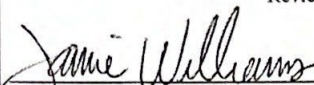
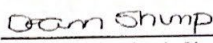
- Adobe Creative Express
- Microsoft Office including Access Database
- Canvas LMS



PROFESSIONAL DEVELOPMENT PLAN

Name: Jamie Williams

BCC Position: Academic Advisor

Review of Professional Development Plan (to be updated annually)			
	3-4-24		3-5-24
Employee's Signature	Date	Dean or Supervisor's Signature	Date
Copies to: Dean/ Supervisor (original) Employee (copy)			

1) Self-Evaluation

Identify what you consider to be personal strengths and areas of proficiency in addition to limitations or concerns that you wish to address.

At Butler CC we are tasked with knowledge of the programs that we offer but also knowledge of the various options for transfer paths. In order to be an effective advisor, we need detailed knowledge of the career and transfer options for students in our programs and effective strategies to help students determine their path. In developing training in the past for advisors, I have realized the importance of continuing training. It is vital to our role to helping students make decisions that will best serve them as they pursue their goals. I enjoy learning new technology and utilizing technology to create innovative solutions.

2) Goal Statements

State, in measurable terms, the outcomes you plan to achieve in terms of professional and/or organizational goals.

Professional goals may include improvement of skills in computer technology, teaching, communication, or leadership, as well as further education in areas that relate to your career.

Practice communications skills to improve presentations for students and parents and written communication. Improve knowledge of Adobe Creative and other technology tools to assist with the development of quality online advisor training. Learn strategies to assist undecided students.

Organizational goals may include activities related to your position, department, or service area. These goals should reflect the mission, purpose, and guiding principles of BCC.

Develop an online Canvas training for advisors and others who work with undecided students. Develop a college process that includes faculty and other staff to guide undecided students. Develop an understanding of issues facing advising offices at other college and universities and innovative solutions that are being implemented elsewhere. Work with Butler faculty to develop relationships with universities that allow for seamless transfer for our students. Continue to research and develop strategies for creating a sense of

community especially among Butler STEM students.

Sabbatical Proposal
Strategies for Guiding Undecided Students

Jamie Williams
February 12, 2024

Purpose and Significance:

Academic advising requires a large breadth of knowledge, but the purpose is not solely to impart facts but to help students learn about themselves. In learning more about themselves they learn which educational paths are well suited to their skills, interests, and values. Bailey et al. (2015) note that "At community colleges, the academic advisor is the most important resource to help new students clarify their goals and select courses that lead toward those goals." (p. 58).

Advisors help start the process by assisting students in exploring their interests and determining their skills, then exploring various pathways and finally developing an academic plan that meets both the interests and goals of the student.

The guiding principles of pathways are as follows.

1. Provide students with coherently conceived programs of study;
2. Help students choose a program and develop an individualized academic plan
3. Keep students on the path; and
4. Ensure that students are learning (Bailey, Jaggars & Jenkins, 2015).

As advisors, we are specifically tasked with principle 2, although as an institution we all work together to meet the needs of the students. How can we help students choose a program? Many students come to the college well informed and already on a specific path, but many are unsure which program is best for them. Many students need strategic guidance to explore career and academic options. Advisors not only need program information, but we need strategies to help students develop an understanding of themselves and how that will factor into a career choice. Butler offers over 100 program options for students but for the undecided student that can be overwhelming. What knowledge does an advisor need to bridge the space between undecided and decided? How can advisors guide students to a pathway and then develop a program plan to help students persist to goal completion? Some students arrive on campus with a

goal but realize quickly that they need a plan B. These students present an opportunity for the advisor to guide students to an alternate path, one that lines up better with their interests, skills, and values.

This sabbatical's objective is to learn about the undecided student, develop strategies and processes to help undecided students, and create training that can be used by others.

Work to be accomplished

The first work of the sabbatical leave will be the completion of the eTutorial from NACADA (The Global Community for Academic Advising) titled Advising Undecided & Exploratory Students. The course dates are August 7 – 31.

The stated learning outcomes of the course are as follows.

- Participants will gain a deeper understanding of the nature of college students' undecidedness towards their academic and vocational goals by reviewing pertinent research, literature from the field, appropriate models and approaches to working with these students, and psycho/social theories that can provide insights to the needs of these students.
- Participants will gain a deeper understanding and critique several critical elements of practice for advising this population of students.

The training will also provide awareness of research and literature that can be delved into on a deeper level after the eTutorial has concluded.

Next, I would like to spend time interviewing peer pathway institutions about training and eAdvising, specifically for undecided students. The 3 or 4 community colleges selected to be interviewed would be specifically mentioned in the literature for their improvements to their new student onboarding and advising. The colleges would be questioned about how advisors help their students find a major that aligns with their interests and how advisors are trained to guide students in the process.

Finally, a Canvas training will be developed in consultation with the Director of Advising. The training will incorporate some of the information gleaned from the eTutorial, the research, and also the interviews with other institutions.

The following modules are examples of what would likely be included (but could vary): Programs and Pathways, Advising Undecided Students, Transfer Information and Where Are They Now? (Alumni information). Since the training focus is on the undecided student, each module would be geared to knowledge that is needed to guide students to a major decision.

The Programs and Pathways module will focus on select programs at Butler. The programs will be selected from a variety of programs that are offered, including programs that are geared to transfer as well as programs that are work ready. The goal of this module is to give advisors more in-depth knowledge of some of the programs that Butler offers. As some students embark on a journey of career exploration at Butler CC, the advisor is critical to assist them in guiding that journey. What type of coursework does a Cyber Security student take? Are there specific courses that are more challenging? How does the milestone (or critical) course impact a student's success? What information does a student need to make an informed decision about a major? What are the long-term implications of selecting a specific major?

The Advising Undecided Students module will focus on strategies learned from the NACADA eTutorial, the research, and guidance gained from other community colleges. The strategies learned will be developed into a process for advising students. If the student has selected a pathway but is considering changing to a new one, the process will involve collaboration with the faculty teaching the milestone course.

The Next Steps module will focus on our alumni. Where are they now? What challenges did they have as they transferred to the next step of their education? What successes have they had in their careers? This module is vital information to assist students in the next steps. By

understanding more about the future of our students, we can be more effective at guiding students at the beginning of their journey.

Again, this is a tentative and rough outline of the training to be developed. The hope is that the eTutorial and guidance from other colleges will provide insight that could change the outline of the training.

Proposed Schedule:

August	Complete eTutorial & determine needed additional research
September	Reach out to peer institutions and continue research, begin brainstorming content strategies for training
October	Develop an outline for Canvas training and determine suitable contacts for the program and alumni information
November	Create content for training, including video and audio interviews.
December	Finish content, review with the Director of Advising, and make necessary changes

Projected Results

The results of this sabbatical will be a complete Canvas training. The training will benefit advisors and others in working with all students but will be specifically geared toward undecided students. The training can be used to help onboard new advisors and more seasoned advisors who want to develop their skills in guiding undecided students to a goal.

Justification

Our students rely on advisors to guide them not only in selecting classes and creating schedules but developing a strategy for the completion of a college degree or certificate. To be an effective advisor, we need detailed knowledge of the career and transfer paths for students in our programs. I believe that a focus on training will address the following strategic priorities.

Support Students and their Success

- Improve student outcomes including retention, persistence, and completion of student goals

By working to develop specific strategies for undecided students, I believe we can move the needle on retention.

Enhance Employee Success and Excellence

- Promote internal and external opportunities for professional development and educational advancement

When we are more knowledgeable about program paths, student trajectories after Butler, and strategies for guiding undecided students, I believe we can be more effective. We share our knowledge with students, and the more we understand careers and decision making, the more effective our communication. When students begin with the end in mind, they will have greater success in meeting their goals.

References

Bailey, T.R., Jaggars, S.S., & Jenkins, D. (2015). *Redesigning America's community colleges: A clearer path to student success*. Cambridge, MA: Harvard University Press

Jenkins, D., Lahr, H., & Mazzariello, A. (2021). How to Achieve More Equitable Community College Student Outcomes: Lessons From Six Years of CCRC Research on Guided Pathways. New York, NY: Columbia University, Teachers College, Community College Research Center

Jenkins, D., Lahr, H., & Pellegrino, L. (2020). Redesigning Community College Student Onboarding Through Guided Pathways. Part 1: Rethinking New Student Onboarding. New York, NY: Columbia University, Teachers College, Community College Research Center

Klempin, S., Kalamkarian, H.S., Pellegrino, L., & Barnett, E.A. (2019). A Framework for Advising Reform. C CRC Working Paper No. 111. New York, NY: Columbia University, Teachers College, Community College Research Center

SECTION 14: SABBATICAL LEAVE

14.7 Comments and Recommendations

Applicant's Name Jamie Williams

Directions: The Sabbatical Review Committee will evaluate this applicant's request for sabbatical leave using the criteria outlined in the Sabbatical Leave Application Instructions. Please comment on the merits of the proposal relative to each of these criteria. Attach additional sheets if necessary.

PROCESS FLOW

I have reviewed this request for sabbatical leave and recommend the following:

- I recommend this application be considered for sabbatical leave.
- I do not recommend this application be considered for sabbatical leave.**

Deann Shump 3-5-24
 Academic Dean/Supervisor Date

We have reviewed this request for sabbatical leave and recommend the following:

Overall committee ranking: 8.6
 Overall Committee Ranking Average (all committee's members' individual ranking) must equal or exceed 6 for recommendation to be considered for sabbatical leave

- We recommend this application be considered for sabbatical leave.
- We do not recommend this application be considered for sabbatical leave.**

Zamielle Sherman 03/28/2024
 Sabbatical Review Committee Chairperson Date

I have reviewed this request for sabbatical leave and recommend the following:

- I recommend this application be considered for sabbatical leave.
- I do not recommend this application be considered for sabbatical leave.**

 President Date

We have reviewed this Professional Employee's request for sabbatical leave and recommend the following:

- We recommend this application be approved for sabbatical leave
- We do not recommend this application be approved for sabbatical leave.**

 Board of Trustees Chair Date

**Please attach comments on a separate page.

SECTION 14: SABBATICAL LEAVE

14.8 Contract for Sabbatical Leave

To the Board of Trustees, Butler County Community College:

I, _____, hereby accept the terms of the Sabbatical Leave awarded for the period from _____ to _____. I understand that a post-sabbatical written report is due to the Board of Trustees by Institutional Development Day (or later as determined by the PE and the Sabbatical Review Committee.) I agree to abide by the terms of all college policy and procedures governing sabbatical leave. I agree to remain in the service of Butler County Community College for at least two (2) full years following the leave or reimburse the BUTLER Board of Trustees the full amount of salary paid to me during the sabbatical. I understand that Professional Employees shall be subject to the terms of the Master Agreement, including non-renewal and termination, during such sabbatical leave and their return. Sabbatical leaves which are granted by the Board shall be on the terms set forth by it may be in the form of two (2) semesters at half pay or one (1) semester at full pay, as the Board shall determine.

Sabbatical Recipient Signature

Date

Chairperson, Board of Trustees

Date

TOPIC for ACTION
Sabbatical Leave Request for Xavia Dryden

REPORT:

The Sabbatical Review Committee recommends the approval of Xavia Dryden, Associate Professor of English, for Sabbatical Leave during Fall semester 2024. The main goals of Xavia's sabbatical include:

- Refining her curriculum development skills by adapting OER texts to support the department's goal of providing English students with low-cost degrees.
- Work alongside Ed Tech to develop rigorous, well-structured courses for the English department using these texts.
- As director of the Online Writing Lab, she would like to coordinate more closely with Tutoring Services to expand writing support resources and offer a combination of virtual and in-person writing support within tutoring labs.

RECOMMENDED ACTION:

Approve Sabbatical Leave for Xavia Dryden, Associate Professor of English, for the fall semester 2024.

RECOMMENDED FUNDING SOURCE:

General fund.

Submitted by: Kamielle Freeman, Chair – Sabbatical Review Committee

Supervisor: Dr. Troy Nordman, Dean – HSBS

Date: April 9, 2024

SECTION 14: SABBATICAL LEAVE

14.4 Sabbatical Leave Application Cover Page

Complete this cover page through "applicant signature". Attach additional application materials as specified in the Sabbatical Leave Application Instructions. Forward these materials to your Dean/Director by February 16* for fall semester sabbatical leave requests and September 16* for spring semester sabbatical leave requests.

Name: Xavia Dryden Position: Associate Professor of English

Division: HSBS Years of full-time service: 7

Date of first employment at BUTLER: August 2017

Have you received a previous sabbatical leave from BUTLER? No

If yes, date of the leave: N/A

Period of requested sabbatical leave:

Fall Semester 2024 Spring Semester _____ Fall & Spring Semester _____

Education Highest degree: MA Date: 2015

Degree awarding institution: Wichita State University

Number of hours earned beyond highest degree: N/A

Other significant accomplishments: Served as OWL director (2021-present);
Co-authored EG 101, EG 102, & LT 201 OER textbooks;
served as Inclusion Training Coordinator;
nominated for Teaching Excellence Award (2018);
completed Summer Jam and OER practicums (2017/2019/2024)

Xavia Dryden 02/12/2024
Applicant Signature Date

[Signature] 2/12/24
Dean/Director Signature Date

Sabbatical leave committee's recommendation:

X recommend _____ do not recommend

Xavia Dryden

401 N. Erie Street
Wichita, KS 67214
(316) 558-6088
xdryden@butlercc.edu

EXPERIENCE

Butler Community College — Associate Professor of English

August 2017 - PRESENT

- Developed and taught EG 060, EG 101, EG 102, LT 201, and LT 215 courses in online, face-to-face, and blended modalities as well as 8-week, 12-week, and 16-week timeframes
- Co-authored EG 101, EG 102, and LT 201 textbooks as part of BCC's OER initiative
- Managed a small team of English faculty and edited student papers from a wide range of disciplines as Online Writing Lab director
- Engaged in professional development through Summer Jam (2017 & 2019) and OER practicums (2024), along with accessibility training (2018) and AI in Education training (2024)

Butler Community College— Adjunct English Instructor

August 2015 - May 2017

- Taught EG 101 and EG 102 courses
- Worked alongside full-time faculty on the Inclusion Council to facilitate institution-wide cultural competency trainings

Wichita State University— Lecturer

August 2015 - May 2017

- Developed and taught LT 232 (Themes in American Literature) and LT 365 (African American Literature) courses (online and face-to-face) for WSU
- Scored writing tests for students entering Wichita State to determine course placement
- Worked under Richard Muma to score first-year seminar essays and complete data entry to provide Wichita State with statistical information on the efficacy of freshman writing courses

Wichita State University— Graduate Teaching Assistant

August 2014 - May 2015

- Taught freshman composition courses
- Worked under Dr. Darren DeFrain to improve Wichita State's composition website and various online services for graduate students in the English department

SKILLS

Curriculum development in various learning management systems, including Canvas and BlackBoard

Proficiency in synchronous, asynchronous, and blended online instruction in addition to face-to-face instruction

Robust experience with AVID active learning strategies

Proficiency in Adobe and Microsoft

AWARDS

Nominated for Teaching Excellence Award (2018)

M.A. Fellowship, WSU, Spring 2015

Newman Civic Fellow, BCC, Spring 2012

KS All-State Academic Team, BCC, Spring 2012

LANGUAGES

English (fluent); Spanish (proficient)

EDUCATION

Wichita State University — MA in English Literature

August 2014-May 2015 (Summa Cum Laude)

Wichita State University— BA in English Literature

August 2012-May 2014 (Summa cum Laude)

Butler Community College — AA in English Literature

August 2010-May 2012

PROJECTS

EG 101 Textbook Revision — 2022 (Committee member and co-author)

LT 201 Textbook — 2020-2021 (Co-author)

EG 101 and EG 102 Textbooks — 2017-2018 (Co-author)

PAPERS AND PRESENTATIONS

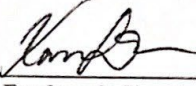
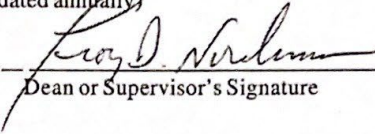
- **“‘Looking Down the Throat of Old Time’: Revisionist Temporalities in *The Mystery of Edwin Drood*”**
 - Paper accepted for presentation at the 2015 Dickens Symposium in Nova Scotia and the 2015 Gothic Migrations conference in Vancouver
- **“‘Blueprints, Man’: Waste, Renewal, and Cultural Reclamation in *Invisible Man*”**
 - Paper presented at the 2014 Midwest Modern Language Association Conference
- **“Constructing Nature: The Monstrous Ecology of *Frankenstein*”**
 - Paper presented at the 2014 Rocky Mountain Modern Language Association Conference
- **“American Samsara: Echoes of Hinduism in *Invisible Man*”**
 - Paper accepted for presentation at the 2014 National Undergraduate Literature Conference
- **“‘Strange Willfulness’: Queer Heroism in Melville’s ‘Bartleby the Scrivener’”**
 - Paper presented at the 2014 Society for the Interdisciplinary Study of Social Imagery, Colorado Springs



PROFESSIONAL DEVELOPMENT PLAN

Name: Xavia Dryden

BCC Position: Associate Professor of English and Literature

Review of Professional Development Plan (to be updated annually)			
	2/12/24		2/12/24
Employee's Signature	Date	Dean or Supervisor's Signature	Date
Copies to: Dean/ Supervisor (original) Employee (copy)			

1) Self-Evaluation

Identify what you consider to be personal strengths and areas of proficiency in addition to limitations or concerns that you wish to address.

I am able to build and maintain strong rapport with my students and colleagues, manage my time efficiently, and pivot both during and between semesters in response to feedback. I work on departmental projects regularly, but not typically in a leadership capacity, so I would like to take charge on more projects, beginning with the American Literature OER project in the fall.

2) Goal Statements

State, in measurable terms, the outcomes you plan to achieve in terms of professional and/or organizational goals.

Professional goals may include improvement of skills in computer technology, teaching, communication, or leadership, as well as further education in areas that relate to your career.

Within the next few years, I would like to refine my curriculum development skills by adapting OER texts to support our department's goal of providing English students with low-cost degrees. I would also like to work alongside Ed Tech to develop rigorous, well-structured courses for the English department utilizing these texts.

Organizational goals may include activities related to your position, department, or service area. These goals should reflect the mission, purpose, and guiding principles of BCC.

As the director of the Online Writing Lab, I would like to coordinate more closely with Tutoring Services to expand our writing support resources and offer a combination of virtual and in-person writing support within the tutoring labs.

3) Methods of Accomplishing Goals

Describe the activities you plan to pursue to accomplish your goals. Include research, curriculum development, professional conferences, workshops, seminars, professional travel, technical updating, or other options that may be available internally/externally.

I plan to adapt an existing American Lit OER and create an accompanying course sanctioned by Ed Tech to provide American Lit I and II students and new faculty with affordable, accessible materials. I also hope to grow as a teacher by attending professional conferences focused on relevant topics to my field, including OER, accessibility, inclusion, and developmental education.

4) Budget/ Funding

List any and all resources required/available to accomplish your goals. Your dean or immediate supervisor can help provide the data necessary to complete this section.

Accomplishing my goal of adapting and creating a course to correspond with an American Lit OER text would not require much in the way of specific funding, but it would be made more feasible with a sabbatical that could give me ample time to focus on the project.

5) Other Resources

List anything other than monetary resources, such as, people, organizations or institutions necessary to accomplish your goals.

Support from the OER coordinator and Ed Tech department will be necessary to accomplish the OER-related goals, while coordination with Tutoring Services will allow me to accomplish my goals related to the Online Writing Lab.

Sabbatical Leave Application Narrative

If granted a sabbatical leave for the Fall 2024 semester, I plan to adapt an OER text for American Literature I and II and create an accompanying American Lit I course shell for faculty use. This project would allow the English department to move closer to its goal of offering a fully “zero-cost textbook” program and would reduce costs to students while giving them access to affordable, accessible learning materials. The creation of such a course would also benefit faculty, particularly new or adjunct faculty in need of additional teaching resources.

I would adapt the textbook and create the course from home throughout the fall semester. I have completed Butler’s OER practicum to learn how to adapt and/or adopt existing texts and develop materials that incorporate these texts, and I would continue to consult with Judy Bastin and Dr. Mindy Trenary throughout the process to ensure that attribution and accessibility issues are taken care of at every step. I also plan to coordinate with the Butler bookstore and registrar to ensure that students are informed of the textbook change as early as possible. To create the accompanying course, I intend to work with Ed Tech to familiarize myself with the formal course template and create a specific schedule for the development and quality assurance portions of the project. Coordinating with the aforementioned parties will allow me to complete the work in a timely manner while ensuring that all requirements in terms of attribution, accessibility, and rigor are met.

Completing this project would result in significant cost savings for students who take American Literature I and/or II, and it would also give new and current faculty easy access to a robust starter course that has undergone rigorous quality assurance. The project would take the form of a Canvas course and will be shared in the Canvas Commons for easy faculty access. I

will also share the results of my project with the English department during PDD to familiarize faculty with the new materials. The adapted textbook will be included within the Canvas course for easy student access, and it would be accessible via the Canvas Commons for faculty access.

The work completed during this sabbatical would help me to grow as an instructor by strengthening my curriculum development skills, and it would also strengthen my professional network, as completing the project would require me to coordinate with individuals with diverse roles across the college. Working on this project would immerse me more deeply in the writing and research components of my position as an instructor as well, as the adaptation process would require me to develop supplemental background information, discussion questions, and writing prompts to accompany primary readings within my selected OER textbook.

Ultimately, this sabbatical project would result in tangible savings for Butler students, increase the marketability of the English program, and contribute to Butler's overall reputation as an institution invested in making higher education as affordable and accessible as possible for prospective and current students. Because I have already found several potential OER texts that could work for this project and plan to connect with the OER coordinator and Ed Tech about possible timelines this spring, the fall semester should give me an appropriate amount of time to develop supplementary materials for the textbook and create a starter shell that incorporates that book.

SECTION 14: SABBATICAL LEAVE

14.7 Comments and Recommendations

Applicant's Name Xavia Dryden

Directions: The Sabbatical Review Committee will evaluate this applicant's request for sabbatical leave using the criteria outlined in the Sabbatical Leave Application Instructions. Please comment on the merits of the proposal relative to each of these criteria. Attach additional sheets if necessary.

PROCESS FLOW

I have reviewed this request for sabbatical leave and recommend the following:

- I recommend this application be considered for sabbatical leave.
 I do not recommend this application be considered for sabbatical leave.**

[Signature] 5/28/2024
Academic Dean/Supervisor Date

We have reviewed this request for sabbatical leave and recommend the following:

Overall committee ranking: 8.7
Overall Committee Ranking Average (all committee's members' individual ranking) must equal or exceed 6 for recommendation to be considered for sabbatical leave

- We recommend this application be considered for sabbatical leave.
 We do not recommend this application be considered for sabbatical leave.**

[Signature] 03/28/2024
Sabbatical Review Committee Chairperson Date

I have reviewed this request for sabbatical leave and recommend the following:

- I recommend this application be considered for sabbatical leave.
 I do not recommend this application be considered for sabbatical leave.**

President Date

We have reviewed this Professional Employee's request for sabbatical leave and recommend the following:

- We recommend this application be approved for sabbatical leave
 We do not recommend this application be approved for sabbatical leave.**

Board of Trustees Chair Date

**Please attach comments on a separate page.

SECTION 14: SABBATICAL LEAVE

14.8 Contract for Sabbatical Leave

To the Board of Trustees, Butler County Community College:

I, _____, hereby accept the terms of the Sabbatical Leave awarded for the period from _____ to _____. I understand that a post-sabbatical written report is due to the Board of Trustees by Institutional Development Day (or later as determined by the PE and the Sabbatical Review Committee.) I agree to abide by the terms of all college policy and procedures governing sabbatical leave. I agree to remain in the service of Butler County Community College for at least two (2) full years following the leave or reimburse the BUTLER Board of Trustees the full amount of salary paid to me during the sabbatical. I understand that Professional Employees shall be subject to the terms of the Master Agreement, including non-renewal and termination, during such sabbatical leave and their return. Sabbatical leaves which are granted by the Board shall be on the terms set forth by it may be in the form of two (2) semesters at half pay or one (1) semester at full pay, as the Board shall determine.

Sabbatical Recipient Signature

Date

Chairperson, Board of Trustees

Date

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.	66% (Fall 2022 Cohort)	04/2024	61 % (Fall 2021), 60 % (Fall 2020), 60 % (Fall 2019)	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	75.4% (AY 2023)	03/2024	84% (2022) 68.3% (2021) 76% (2020)	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	Bill Young, Dr. Heather Rinkenbaugh, Dr. Phil Speary
Report for the BOT meeting of	April 9, 2024
Strategic Goal: Champion Excellence in Innovation	Priority 1(a): Increase engagement of digital professional development for employees with business process transformation.

Narrative

Butler offers trainings throughout the year for all employees, capitalizing on institution-wide training days like Institutional Development Day (IDD) and Professional Development Days (PDD) that are held twice a year. These days provide all employees with a variety of trainings that can develop technology skills and assist with business process transformation. These trainings are offered through the work of the Faculty Development Team, Educational Technology, Academics, Human Resources, and Information Services.

Current Outcomes

Below are training sessions that have been provided through IDD & PDD

- Ad Astra's Monitor Align and Predict Training
- Introducing... the Data Hub!
- Digital Competencies and AI for the Reluctant Professor
- A Gentle Introduction to Stop Motion Animation: Part 1 & 2
- Teams and What is New
- Pods Over Papers: Podcasting as an Alternative Assessment
- Introducing LibreTexts: A New Course Content Creator
- AI Assisted Learning
- Variance Navigator: A User-Centric Power BI Experience
- Windows 11: Tips & Tricks
- AVISO Filers for Leads & Chairs
- Making Better Lecture Videos with EdPuzzle
- Introduction to SharePoint
- All Aboard the Adobe Express: Staff Edition
- Graphic Design 101: Learn the XYZ's
- Yuja Use in the Classroom

Action items for future outcomes

Faculty Development Team, Educational Technology, Academics, Human Resources, and Information Services will continue to support this priority through support to all employees in the classroom, online, and in business operations for the College.

Strategic Alignment

Enhance digital literacy and fluency for students and staff.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Dr. Heather Rinckenbaugh, Dr. Phil Speary, Academic Deans Council
Report for the BOT meeting of	April 9, 2024
Strategic Goal: Champion Excellence in Innovation	Priority 2(a): Complete at least 5 new competency based education articulations.

Narrative

The Career & Workforce Education (CWE) department has partnered with the area trades to offer a career specific Workforce Degree Pathway for existing apprenticeships in the following areas:

- Plumber/Pipefitter
- Construction Trades
- Electrical
- Sheet Metal
- General Workforce

This program is a partnership between select apprenticeship training organizations and Butler Community College (BCC). The coursework in this program deviates from BCC's standard AAS degree requirements. This deviation honors the applied math background of students from apprenticeship programs and allows for course content that is more tailored to the needs of apprenticeship students. The goal of this arrangements is to provide an opportunity for apprentices to earn an Associate of Applied Science (15 credit hours – general education) while meeting the requirements needed to obtain their Journeyman's card during their apprenticeship indenture. A maximum of 47 BCC credit hours will be applied towards the AAS degree once the Journeyman's card has been issued.

Butler Community College is committed to flexible pathways for our students' success. Courses are offered in varying delivery formats: face-to-face, blended, and online.

Current Outcomes

CWE continues to cultivate relationships with apprenticeship groups. Course outlines for the applied credits are being created. The local Sheet Metal Apprenticeship program is working with CWE, as well as ongoing conversations with Independent Electrical Contractors of Kansas. Additional conversations are ongoing with the state of Kansas and El Dorado Correctional Facility.

Action items for future outcomes

CWE is solidifying partnerships with 10 new apprenticeship groups in 8 different state and continue to expand the opportunities to affiliate apprenticeship chapters across the country.

Strategic Alignment

Champion Excellence in Innovation

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Planning
Responsible individual	Dr. Heather Rinkenbaugh, Dr. Jessica Ohman, Heather Ward
Report for the BOT meeting of	April 9, 2024
Strategic Goal: Support Students and their Success	Priority 1(a): Continue to successfully implement the Kansas Promise Scholarship and Prison Education Program.

Kansas Promise Scholarship

Narrative

The State of Kansas has allocated \$10 million per year to public community colleges, technical schools, and some private non-for-profit institutions for the Kansas Promise Scholarship. The scholarship was first available in Fall 2021. This scholarship covers eligible program tuition, fees, books, and required materials after all other scholarships and grants are applied. Recipients of the scholarship must complete their educational program within 36 months and must agree to live and work in Kansas for at least two consecutive years after program completion.

Current Outcomes

Butler has grown the number of Kansas Promise recipients each year.

Academic Year/Term	Amount of Kansas Promise Disbursed	Number of Students Impacted
2021-2022 <i>(Fall, Spring, Summer)</i>	\$320,684	143 <i>(unduplicated)</i>
2022-2023 <i>(Fall, Spring, Summer)</i>	\$615,633	248 <i>(unduplicated)</i>
2023-2024 <i>(Fall, Spring, Summer as of 3/25/24. Amount will fluctuate through end of academic year)</i>	\$738,240	285 <i>(unduplicated)</i>

Action items for future outcomes

Butler continues to promote the Kansas Promise Scholarship to prospective and current students. As new educational programs are developed, they are evaluated for Kansas Promise eligibility.

Second Chance Pell

Narrative

Beginning in the Fall of 2022, Butler was accepted to participate in the U.S. Department of Education's Second Chance Pell Experimental Site Initiative. Second Chance Pell combined with a partnership with El Dorado Correctional Facility and the Kansas Department of Corrections allows Butler to award Pell grants to incarcerated students, removing one of the biggest barriers to postsecondary education for this population of students. This initiative is supported by data from the VERA Institute of Justice indicating that incarcerated individuals who participate in postsecondary education programs are 48% less likely to recidivate than those who do not. The odds of recidivism decrease as people achieve higher levels of education. (<https://www.vera.org/news/back-to-school-a-common-sense-strategy-to-lower-recidivism>)

The need for the Second Chance Pell Experiment ended when Congress passed the FAFSA Simplification Act in December of 2020. The FAFSA Simplification Act expands Pell Grant eligibility for incarcerated students enrolled in eligible Prison Education Programs (PEPs). Schools could first become a PEP institution beginning July 1, 2023. To reduce disruption to students, schools planning to become PEP institutions could apply for the Revised Second Chance Pell Experiment to bridge the gap between the ending of the original Second Chance Pell Experiment and the PEP approval process. Butler was approved to participate in the Revised Second Chance Pell Experiment while applying to be a PEP participant.

In addition to Pell funds, the Kansas Department of Corrections awards scholarships to students each semester to create additional access to postsecondary education opportunities.

Current Outcomes

Butler has disbursed Pell grant to eligible students at El Dorado Correctional Facility through the Second Chance Pell / Revised Second Chance Pell Experiments.

Academic Year/Term	Amount of Pell Disbursed	Number of Students Impacted
2022-2023 (Fall, Spring, Summer)	\$121,813	95 (unduplicated)
Fall 2023	\$47,799	69
Spring 2024 (as of 3/22/24)	\$32,446	34

The Kansas Department of Corrections has awarded scholarships to eligible students.

Academic Year/Term	Amount of Scholarships	Number of Students Impacted
Fall 2022 – Spring 2023	\$5,503.92	17
Fall 2023	\$4,599.20	12
Spring 2024 (as of 3/26/24)	\$6,280.88	13

Since the program’s start in 2022, the Kansas Department of Corrections has awarded \$21,887.92 in scholarships.

Action items for future outcomes

Butler continues to collaborate with the Kansas Department of Corrections (KDOC) and is in the process of applying for the Prison Education Program. This includes application approval for each academic program offered at El Dorado Correctional Facility, and approval from the Higher Learning Commission and U.S. Department of Education.

Butler continues to assist students through providing enrollment services at the correctional facility each term, including financial aid application completion. Academics continues to communicate with KDOC regarding interest in additional programs, contributing to enrollment growth potential at Butler of El Dorado Correctional Facility.

Strategic Alignment

Support Students and their Success

MONTHLY STATEMENT OF REVENUES AND EXPENDITURES

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 3/31/2024

FISCAL YEAR 24, PERIOD 09
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	17,501,861	710,669	96.10%	17,626,486	17,194,950	431,536	97.55%
Local Sources	14,250,037	8,832,746	5,417,291	61.98%	14,250,077	9,084,547	5,165,530	63.75%
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	1,203,137	129,238	90.30%	666,023	599,650	66,373	90.03%
Transfers	82,134	82,134	0	100.00%	82,134	82,134	0	100.00%
TOTAL REVENUES:	53,656,836	47,396,198	6,260,638	88.33%	52,069,037	46,232,613	5,836,424	88.79%
EXPENSES:								
Instruction	16,149,956	10,549,372	5,600,584	65.32%	16,327,591	10,428,536	5,899,055	63.87%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Academic Support	3,949,488	2,425,294	1,524,195	61.41%	3,670,708	2,359,390	1,311,318	64.28%
Student Services	7,395,662	4,991,767	2,403,895	67.50%	6,957,644	4,719,913	2,237,730	67.84%
Institutional Support	21,902,923	15,594,581	6,308,342	71.20%	20,300,149	13,581,446	6,718,703	66.90%
Physical Plant Operations	3,885,673	2,448,728	1,436,945	63.02%	3,262,763	2,508,221	754,542	76.87%
Student Financial	3,427,004	3,343,547	83,457	97.56%	3,402,269	3,185,627	216,642	93.63%
Auxiliary Enterprise	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES:	56,710,707	39,353,288	17,357,419	69.39%	53,921,124	36,783,134	17,137,990	68.22%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	1,371,908	1,009,752	362,156	73.60%	1,374,108	728,053	646,055	52.98%
Non-Mandatory Transfers	612,273	612,273	0	100.00%	612,273	579,273	33,000	94.61%
TOTAL TRANSFERS:	1,984,181	1,622,025	362,156	81.75%	1,986,381	1,307,326	679,055	65.81%
NET INCREASE/DECREASE IN NET ASSETS	(5,038,052)	6,420,885			(3,838,468)	8,142,153		
Fund Balances, Beginning of year	10,555,722	10,555,722			10,104,279	10,104,279		
Fund Balances, End of Period	<u>5,517,670</u>	<u>16,976,607</u>			<u>6,265,811</u>	<u>18,246,432</u>		

Statement of Revenue, Expenditures, and Other Changes

REVENUES:

Tuition/Fees

In-County, In-State, Out-State, International Tuition, Tuition Waivers, Technology Access Fee, Nursing Fees, Auto Tech Uniform Fees, International Student Processing Fees, Enrollment Fees, Student Health Fees, and Athletic Scholarship Fees

Local Sources

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

State Sources

State Operating Grant and SB155 Funding

Auxiliary Sources

Dorm Rental – Fire Science students
Student Life Fund Revenue (not applicable to Operating Funds)

Other Sources

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

Transfers

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

EXPENSES:

Instruction

General, Vocational and Adult Instruction (not applicable to Operating Funds)

Other Expenditures

Agency Funds (not applicable to Operating Funds)

Academic Support

Library, Academic Administration, Curriculum Development

Student Services

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

Institutional Support

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

Physical Plant Operations

Maintenance of Buildings, Equipment, Grounds, Debt Service

Student Financial

Scholarships and Grants

Auxiliary Sources

Student Life Fund Expenses (not applicable to Operating Funds)

Transfers

Debt Service Payments, Operating Support to ABE, Career & Workforce Education, Annual Transfers to Development, Facilities, and Technology Funds

THANK YOU NOTES

None.

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
APRIL 2024**

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

2023-2024 Board Meeting Dates

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

LOOKING AHEAD

June Board Finance Committee	Tuesday, June 11, 2024; 3:30pm President's Conference Room	Dave Sherrer Mary Martha Good
June Board Meeting	Tuesday, June 11, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
June Work Session	Monday, June 24, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
July Board Finance Committee	Tuesday, July 9, 2024; 3:30pm President's Conference Room	Dave Sherrer Mary Martha Good
July Board Meeting	Tuesday, July 9, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
July Work Session	Monday, July 22, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

ACTIVITY CALENDAR

Life Enrichment – Clifford/Stone Room	Tuesday, April 2	9:00am
Baseball vs. Rose State College @ East Park	Tuesday, April 2	1:00pm
Men's & Women's Track and Field @ Spring Open – Friends University (Wichita)	Thursday, April 4 – Saturday, April 6	All Day
Baseball vs. Colby @ McDonald Stadium	Thursday, April 4	1:00pm
Baseball vs. Colby @ McDonald Stadium	Thursday, April 4	3:30pm
Softball vs. Pratt @ East Park	Wednesday, April 10	1:00pm
Softball vs. Pratt @ East Park	Wednesday, April 10	3:00pm
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, pursuant to the open meetings exception for said matters and that the Board, Jennifer Hartman-Vice, and Shelley Stultz be included.

The meeting will resume in the Dankert Trustee Board Room within 20 minutes.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

ENTER INTO EXECUTIVE SESSION @ ____ PM

RETURN TO OPEN SESSION A@ ____ PM

ANY ACTION REQUIRES A MOTION, SECOND, and VOTE

ADJOURNMENT

MOTION: By _____

Ms. Chair,

I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

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