

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

4:30 p.m., Tuesday, May 14, 2024 – Dankert Trustee Board Room
Watch Live via <http://www.butlercc.edu/bctv>

| | |
|------------------|--|
| 2:45 p.m. | Campus Tour – Fire Science & Agriculture. <u>Please meet at the Fire Science building, 2610 W. 6th Ave., El Dorado.</u> |
| 3:45 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 (4:45pm)**
If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3b36GXi>
- VI. **STANDING REPORTS (4:50pm)**
 - 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 –Linda Jolly, Dave Sherrer
 - H. KACC Quarterly Report – Mary Martha Good, Kim Krull
- VII. **MONITORING REPORTS (5:10pm) – None. -----4**
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES -----5**
None.
- IX. **BOARD ACTION ITEMS**
 - A. [Retirement of Katherine Gifford](#) (Stultz) (5:10pm) -----6
 - B. [Retirement of Jennifer Montgomery](#) (Stultz) (5:15pm) -----8
 - C. [Retirement of John Buaas](#) (Stultz) (5:20pm) -----10
 - D. [Retirement of Richard Arthur](#) (Stultz) (5:25pm) ----- 12

| | | | |
|-------|---|-------|----|
| E. | Retirement of Michael Bohrer (Stultz) (5:30pm) | ----- | 14 |
| F. | Retirement of Regina Turner (Stultz) (5:35pm) | ----- | 16 |
| G. | Retirement of Bob Peterson (Stultz) (5:40pm) | ----- | 18 |
| H. | Retirement of Linda Gimler (Stultz) (5:45pm) | ----- | 20 |
| I. | Contract for Canvas Learning Management System (Dass) (5:50pm) | ----- | 21 |
| J. | Municipal Agreement – BG Stadium Improvements (Krull) (6:00pm) | ----- | 26 |
| | | | |
| X. | CONSENT AGENDA (6:10pm) | | |
| | A. Approval of Meeting Minutes | | |
| | A. Regular Meeting of April 9, 2024 (Hartman-Vice) | ----- | 36 |
| | B. Special Meeting of April 22, 2024 (Hartman-Vice) | ----- | 43 |
| | C. Special Meeting of April 29, 2024 (Hartman-Vice) | ----- | 45 |
| | B. Approval of Bills and Warrants for April 2024 (Wilson) | ----- | 46 |
| | C. Bids and Purchases | ----- | 47 |
| | D. Ratification of Agreements and Contracts | | |
| | A. Presidential Search Firm Contract (Jolly) | ----- | 48 |
| | B. MOU – Early Childhood & TOP Early Learning Center (Guerrero) | ----- | 61 |
| | C. EMT Course in Council Grove (Guerrero) | ----- | 65 |
| | E. Personnel | | |
| | A. Full-Time English Instructor, Hannah Hornung (Nordman) | ----- | 69 |
| | B. Full-Time English Instructor, Amanda Hash (Nordman) | ----- | 70 |
| | | | |
| XI. | SUPPLEMENTAL INFORMATION (6:15pm) | | |
| | A. Key Performance Indicators Update (Mohammad) | ----- | 71 |
| | B. Monthly Statement of Revenue & Expenditures (Potter) | ----- | 72 |
| | C. Thank You Notes | ----- | 74 |
| | D. Board Calendars | ----- | 75 |
| | | | |
| XII. | EXECUTIVE SESSION (6:20pm) | ----- | 77 |
| | | | |
| XIII. | ADJOURNMENT (6:50pm) | ----- | 78 |

MAY BOARD RECOGNITIONS

- **Disability Advocate Award** – The purpose of the Disability Advocate Award is to recognize those who embrace the spirit of the Americans with Disabilities Act by displaying behavior that recognizes the rights of individuals with disabilities at Butler Community College. Furthermore, those recognized also promote inclusiveness and equality that helps to break down barriers for individuals with disabilities. This is the fifth year we have given the award. There are many ways an advocate can find their path to a cause. Often those most passionate have a direct correlation to disability, whether it be their own disability or that of family member. If you have ever been privileged to hear a big brother's stories of a tenacious and spirited young woman with down syndrome, who graduated from high school, worked a daily job, (earning employee awards) and successfully predicted winners of sports contests, you know where this year's recipient's passion for disability advocacy arises. The Disability Services department and our students with disabilities could not have a better advocate than **Bill Rinkenbaugh**.

MONITORING REPORTS

None.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

None.

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|---------------------------|
| BOARD ACTION ITEMS |
|---------------------------|

TOPIC for ACTION
Retirement of Katherine Gifford

REPORT:

Katherine Gifford, Biology instructor, has submitted her notice of resignation (retirement) effective May 31, 2024. Katherine has been a full-time employee of Butler Community College for 30 years.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for Katherine Gifford.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources

Supervisor: Dr. Kim Krull, President

Date: April 12, 2024

Last Day = 5/31/24

Kathy Conner

From: Katherine Gifford
Sent: Monday, January 22, 2024 11:15 AM
To: Shannon R. Covert; Kathy Conner
Subject: Retirement

Shannon and Kathy,

This is to inform you that I will be retiring on June 1, 2024. Please let me know if there is something more that is needed.

Kathy Gifford

TOPIC for ACTION
Retirement of Jennifer Montgomery

REPORT:

Jennifer Montgomery, English instructor, has submitted her notice of resignation (retirement) effective May 31, 2024. Jennifer has been a full-time employee of Butler Community College for 6 years.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for Jennifer Montgomery.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources
Supervisor: Dr. Kim Krull, President
Date: April 12, 2024

P.O. Box 35
Lincolnton, KS 66858
620-382-6529 (cell)
jmonty@tctelco.net

January 22, 2024

Dr. Troy Nordman
Dean, Humanities, Social and Behavioral Sciences
Butler Community College
901 S. Haverhill Road
El Dorado, KS 67042

Dear Troy:

This letter is to inform you of my resignation from Butler Community College effective June 1, 2024. I want to express my deep gratitude and affection for you and my colleagues at Butler who have supported me both professionally and personally over the past five years; I have been truly blessed. I look forward to continuing to work as an educator but also to devoting more time in service of my family and community.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Montgomery". The signature is written in black ink and is positioned above the typed name and title.

Jennifer Montgomery
Associate Professor of English

TOPIC for ACTION
Retirement of John Buaas

REPORT:

John Buaas, English instructor, has submitted his notice of resignation (retirement) effective May 31, 2024. John has been a full-time employee of Butler Community College for 24 years.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for John Buaas.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources

Supervisor: Dr. Kim Krull, President

Date: April 12, 2024

Shelley Stultz
Associate Vice President, Human Resources
Butler Community College

Troy Nordman
Dean, Humanities, Social and Behavioral Sciences
Butler Community College

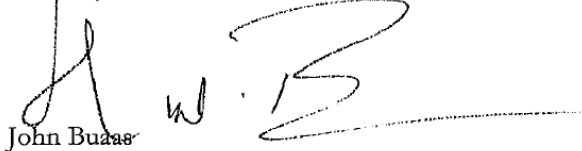
Dear Shelley and Troy,

This letter is to inform you that I am retiring from Butler Community College. My official last day will be June 30, 2024.

I want to take this opportunity to tell the two of you and the wider Butler community that it has been my honor and privilege to teach here for these past 24 years. I suspect my colleagues have wearied of hearing me say this every August during in-service week, but it is true: I feel so very fortunate to have had the chance to work with such extraordinary colleagues, a supportive administration, and students for whom education really can make profound differences in their lives. In the years to come, I look forward to being an advocate for Butler for colleagues looking for employment and for prospective students.

Thank you, and thanks to Butler.

Sincerely,

A handwritten signature in black ink, appearing to read "John Buas". The signature is stylized and includes a long horizontal flourish extending to the right.

John Buas
Professor of English and Humanities

TOPIC for ACTION
Retirement of Richard Arthur

REPORT:

Richard Arthur, English instructor, has submitted his notice of resignation (retirement) effective May 31, 2024. Richard has been a full-time employee of Butler Community College for 23 years.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for Richard Arthur.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources

Supervisor: Dr. Kim Krull, President

Date: April 12, 2024

Kathy Conner

From: Kathy Conner
Sent: Wednesday, April 24, 2024 8:55 AM
To: Kathy Conner
Subject: R Arthur retirement

From: Richard Arthur <rarthur@butlercc.edu>
Sent: Tuesday, April 23, 2024 3:03 PM
To: Troy Nordman <tnordman@butlercc.edu>
Cc: Kathy Conner <kconner2@butlercc.edu>
Subject:

Dr. Troy Nordman
Dean, Humanities Department
Butler Community College
Andover, KS

Dear Dean Nordman:

I have decided after more than 20 years of teaching English composition and literature at the Andover campus of Butler Community College, to retire from my position as a full, tenured professor. I have thoroughly enjoyed working with you and my associates in the department as your colleague and friend. The time is right for me to retire at the conclusion of the current, spring 2024 semester. I trust that I may enjoy your acknowledgement of and your hearty best wishes for my decision. Regards, Richard W. Arthur, M.A.

TOPIC for ACTION
Retirement of Michael Bohrer

REPORT:

Michael Bohrer, Computer Information Technology Instructor, has submitted his notice of resignation (retirement) effective July 31, 2024. Michael has been a full-time employee of Butler Community College for 26 years.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for Michael Bohrer.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources
Supervisor: Dr. Kim Krull, President
Date: April 12, 2024

Kathy Conner

From: Tiffany L. Rhodes
Sent: Tuesday, February 27, 2024 9:51 AM
To: Kathy Conner; Shelley S. Stultz
Subject: FW: Retirement

FYI

From: Mike Bohrer <mbohrer@butlercc.edu>
Sent: Tuesday, February 27, 2024 9:36 AM
To: Peter J. Linden <plinden@butlercc.edu>
Cc: Kevin M. Lann-Teubner <klannteubner@butlercc.edu>; Brett Eisenman <beisenman@butlercc.edu>; Tiffany L. Rhodes <trhodes3@butlercc.edu>
Subject: Retirement

I have finally (officially) decided to retire effective August 1, 2024. I will instruct through the summer, and my last day at Butler will be July 31, 2024.
Michael Bohrer

TOPIC for ACTION
Retirement of Regina Turner

REPORT:

Dr. Regina Turner, Religion & Philosophy Instructor, has submitted his notice of resignation (retirement) effective July 31, 2024. Regina has been a full-time employee of Butler Community College for 32 years.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for Dr. Regina Turner.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources
Supervisor: Dr. Kim Krull, President
Date: April 12, 2024

LAST Day: 7/31/24

Kathy Conner

From: Regina Turner
Sent: Tuesday, March 19, 2024 10:10 AM
To: Troy Nordman
Cc: Kathy Conner
Subject: Letter of Resignation

To: Kathy Conner and Dr. Troy Nordman

I am announcing my retirement date from my position at Butler Community College to be August 01, 2024.

Sincerely,

Regina

Dr. Regina Turner
Lead Instructor
Department of Philosophy and Religion
Butler Community College
901 S. Haverhill Road
El Dorado, Kansas 67042
316-322-3153

TOPIC for ACTION
Retirement of Robert Peterson

REPORT:

Robert Peterson, Theatre & Speech Instructor, has submitted his notice of resignation (retirement) effective July 31, 2024. Robert has been a full-time employee of Butler Community College for 42 years.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for Robert Peterson.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources
Supervisor: Dr. Kim Krull, President
Date: April 12, 2024



Kathy Conner
Human Resources
Butler Community College
February 21, 2024

Kathy:

After thoughtful reflection, I have decided it is time that I put down the dry erase marker and fold up my director's chair. Like all good plays, my time at Butler needs to end before the audience starts to boo.

I am grateful to Butler for giving me a platform where I was, among other theatrical endeavors, able to reveal the Coolidge family secrets; discover, and present an alligator that entertained and taught thousands of elementary school children; explore material that hopefully challenged, entertained, and enlightened.

I have been blessed for the past 42 years to have been able to be a part of this wonderful "production" that takes place in a classroom and rehearsal hall nine months out of every year.

Accordingly, I will officially retire on August 1, 2024.

I wish not to receive the retirement gift of the clock but ask that the money spent on the gift be placed in the theatre department budget. I wish to exit the Butler stage quietly. No curtain call. No exit music.

With gratitude,

A handwritten signature in black ink that reads 'Bob Peterson'.

Bob Peterson
Chairman, Theatre Dept.
Butler Community College

TOPIC for ACTION
Retirement of Linda Gimler

REPORT:

Linda Gimler, Nursing Instructor, has submitted his notice of resignation (retirement) effective July 31, 2024. Linda has been a full-time employee of Butler Community College for 9 months.

RECOMMENDED ACTION:

The administration recommends the Board accept the resignation notice for Linda Gimler.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources

Supervisor: Dr. Kim Krull, President

Date: April 29, 2024

TOPIC for ACTION
Contract for Learning Management System (Canvas)

REPORT:

Approval of the Contract from Instructure for Butler Community College's Canvas subscription, URL and support. Canvas is the Learning Management System that is used for all courses at Butler Community College.

RECOMMENDED ACTION:

Approve the payment to Canvas in the amount of \$115,890.38.

RECOMMENDED ACTION:

Online General Fund

Submitted by: Dr. Haylee Dass, Director – Butler Online

Supervisor: Dr. Heather Rinkenbaugh, Co-Interim VPA/Dean of Online, HS & Community Learning

Date: April 10, 2024



Services Order Form

Order #: Q-339118-3
 Date: 2024-03-07
 Offer Valid Through: 2024-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Butler Community College

Address: 901 S. Haverhill Rd
 City: El Dorado
 State/Province: Kansas
 Zip/Postal Code: 67042
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Primary Contact

Name: _____
 Email: _____
 Phone: _____

Name: Amy Kerschner
 Email: akerschner@butlercc.edu
 Phone:

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

| Year 1 | | | | | | |
|---------------------------|------------|------------|--------------------------------------|-------|---------------|----------------|
| Description | Start Date | End Date | Metric | Qty | Price | Amount |
| Canvas Cloud Subscription | 2024-07-01 | 2025-06-30 | FTE | 4,542 | USD 20.96 | USD 95,200.32 |
| 24x7 Support | 2024-07-01 | 2025-06-30 | 20% of Subscription (Minimums Apply) | 1 | USD 19,040.06 | USD 19,040.06 |
| Custom URL | 2024-07-01 | 2025-06-30 | Per Each | 1 | USD 1,650.00 | USD 1,650.00 |
| Recurring Sub-Total | | | | | | USD 115,890.38 |
| Year 1 Total | | | | | | USD 115,890.38 |

| Year 2 | | | | | | |
|---------------------------|------------|------------|--------|-------|-----------|----------------|
| Description | Start Date | End Date | Metric | Qty | Price | Amount |
| Canvas Cloud Subscription | 2025-07-01 | 2026-06-30 | FTE | 4,542 | USD 22.43 | USD 101,877.06 |

| Description | Start Date | End Date | Metric | Qty | Price | Amount |
|---------------------|------------|------------|--------------------------------------|-----|---------------|----------------|
| 24x7 Support | 2025-07-01 | 2026-06-30 | 20% of Subscription (Minimums Apply) | 1 | USD 20,375.41 | USD 20,375.41 |
| Custom URL | 2025-07-01 | 2026-06-30 | Per Each | 1 | USD 1,765.50 | USD 1,765.50 |
| Recurring Sub-Total | | | | | | USD 124,017.97 |
| Year 2 Total | | | | | | USD 124,017.97 |

| Year 3 | | | | | | |
|---------------------------|------------|------------|--------------------------------------|-------|---------------|----------------|
| Description | Start Date | End Date | Metric | Qty | Price | Amount |
| Canvas Cloud Subscription | 2026-07-01 | 2027-06-30 | FTE | 4,542 | USD 23.55 | USD 106,964.10 |
| 24x7 Support | 2026-07-01 | 2027-06-30 | 20% of Subscription (Minimums Apply) | 1 | USD 21,392.82 | USD 21,392.82 |
| Custom URL | 2026-07-01 | 2027-06-30 | Per Each | 1 | USD 1,853.78 | USD 1,853.78 |
| Recurring Sub-Total | | | | | | USD 130,210.70 |
| Year 3 Total | | | | | | USD 130,210.70 |

| Year 4 | | | | | | |
|---------------------------|------------|------------|--------------------------------------|-------|---------------|----------------|
| Description | Start Date | End Date | Metric | Qty | Price | Amount |
| Canvas Cloud Subscription | 2027-07-01 | 2028-06-30 | FTE | 4,542 | USD 24.23 | USD 110,052.66 |
| 24x7 Support | 2027-07-01 | 2028-06-30 | 20% of Subscription (Minimums Apply) | 1 | USD 22,010.53 | USD 22,010.53 |
| Custom URL | 2027-07-01 | 2028-06-30 | Per Each | 1 | USD 1,909.39 | USD 1,909.39 |
| Recurring Sub-Total | | | | | | USD 133,972.58 |
| Year 4 Total | | | | | | USD 133,972.58 |

| Year 5 | | | | | | |
|---------------------------|------------|------------|--------------------------------------|-------|---------------|----------------|
| Description | Start Date | End Date | Metric | Qty | Price | Amount |
| Canvas Cloud Subscription | 2028-07-01 | 2029-06-30 | FTE | 4,542 | USD 24.98 | USD 113,459.16 |
| 24x7 Support | 2028-07-01 | 2029-06-30 | 20% of Subscription (Minimums Apply) | 1 | USD 22,691.83 | USD 22,691.83 |
| Custom URL | 2028-07-01 | 2029-06-30 | Per Each | 1 | USD 1,966.68 | USD 1,966.68 |
| Recurring Sub-Total | | | | | | USD 138,117.67 |
| Year 5 Total | | | | | | USD 138,117.67 |
| Grand Total: | | | | | | USD 642,209.30 |

| Deliverable | Description | Expiration | Qty |
|---------------------------|--|------------|-------|
| Canvas Cloud Subscription | Canvas LMS Cloud Subscription: Per FTE | N/A | 4,542 |
| 24x7 Support | 24x7 support per year (20% of subscription - minimums apply) | N/A | 1 |
| Custom URL | Annual charge for custom URL | N/A | 1 |

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

FTE: FTE Metric is measured by the unduplicated 12-month full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.

The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.

| Product | Description |
|-------------------------------|---|
| Canvas LMS Cloud Subscription | Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year. |

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

| PURCHASE ORDER INFORMATION | TAX INFORMATION |
|--|---|
| Is a Purchase Order required for the purchase or payment of the products on this order form? | Check here if your company is exempt from US state sales tax : _____ |
| Please Enter (Yes or No): _____ | <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i> |
| If yes, please enter PO Number: _____ | |

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Butler Community College

| |
|------------------|
| Signature: _____ |
| Name: _____ |
| Title: _____ |
| Date: _____ |

Instructure, Inc.

| |
|------------------|
| Signature: _____ |
| Name: _____ |
| Title: _____ |
| Date: _____ |

TOPIC for ACTION
Municipal Agreement – BG Stadium Improvements

REPORT:

In March 2010, the Butler, USD 490 and the City of El Dorado partnered to construct the jointly owned BG Products Veterans Sports Complex (BG Stadium). The entities organized the Educational Facilities Authority of Butler County (EFABC) to oversee the construction and operations of the stadium. Each of the entities has selected representatives that serve on the EFABC Board. Each entity contributed or facilitated donations to construction of the \$12 million facility. The College fund raised \$6million in private donations while the City and USD each contributed \$3 million to the total project.

The football field was installed as an artificial turf surface with a useful life of about ten years. The track surface was also installed as an artificial surface with a useful life of about ten years. At this time, these two components of BG Stadium are due for replacement as they have exceeded the useful life of the original products and are now losing functionality which in turn creates higher risk for athlete injury.

Early this spring, the EFABC solicited track and turf replacement quotes through the Greenbush Cooperative. Three pre-qualified vendors submitted quotes for consideration by EFABC. Mammoth was the selected vendor for the project.

The EFABC must select the vendor to replace the turf and track, although the EFABC lacks the authority to finance the project through the issuance of any debt instrument. The EFABC also lacks sufficient, on hand, cash reserves to finance the project, so it requires one of the three partnering entities to issue debt to facilitate the project's completion during the off-season. Both Butler and USD 490 have more cumbersome processes for issuing debt but the City's authority to issue its general obligation (G.O.) debt is more streamlined.

Charter Ordinance No. 24 grants the City the authority to issued G.O. bonds to finance the acquisition, demolition, or construction of public buildings with the Ordinance also granting authority for the City to exercise this jointly or in cooperation with any other governmental unit upon agreement of terms and conditions by the partnering governing bodies. The City's bond counsel and legal counsel agreed the City had the authority to issue the G.O bonds for financing on behalf of EFABC for the turf and track project.

Any G.O. debt issued by the City to support this project would be backed by the full faith and credit of the City of El Dorado which means the City is legally obligated to pay debt service from available revenues or cash reserves. However, the project transaction is structured such that the principal and interest of the project will be paid from revenue generated through donations and sponsorships received by the EFABC. The three entities will pay any shortfall in donations or sponsorships based on their percent usage to ensure bondholders receive payment for outstanding debt obligations.

The turf and track replacement is estimated to cost approximately \$1.34 million. The City plans to provide temporary financing for the project from its cash reserves. Once construction is completed, the City will finance the project with the issuance of G.O. bonds in the principal amount of approximately \$982,555. The remaining balance of \$357,445 will be funded from proceeds held by the Butler Community College Foundation in a designated EFABC fund. This financing plan will allow the EFABC to retain \$350,000 of its long-term funding in the Foundation designated EFABC fund for future needs.

The annual debt service payment is projected to average \$130,980 over the duration of the bonds. Because of current sponsorships and donations, the EFABC doesn't anticipate a debt service deficit until 2032 based on the current pledges committed to the project. The projected deficit is \$43,836 in 2032, \$114,293 in 2033 and \$109,673 in 2034. The deficit figures are subject to change based on the commitment of additional pledges at any time during the financing period. There are current "asks" out for \$150,000 in sponsorships to provide additional support for this project.

The City's bond counsel and all entities legal counsels have reviewed the documents. At the May 6, 2024 City Commission meeting, the commission voted unanimously to support this project and the financing structure, whereby the City will issue its G.O. bonds to finance the project over the next ten years.

Included with this TFA is the Municipal Agreement – BG Stadium Improvements which requires approval by the Board and signature of the President as well as the spreadsheet showing the Finance plan for the turf and track replacement. Mammoth is scheduled to begin the project in the middle of May and will be completed by the first week of August.

RECOMMENDED ACTION:

It is recommended the Board adopt both the Municipal Agreement between the EFABC, USD 490, and the city of El Dorado for turf and track improvements at the BG Products Veterans Sports Complex.

RECOMMENDED FUNDING SOURCE:

Funds held in the Butler Foundation EFABC Designated fund, Private Donor and Sponsorship funds.

Submitted by: Dr. Kimberly Krull
Supervisor: Linda Jolly, Chair
Date: May 7, 2024

MUNICIPAL AGREEMENT – BG STADIUM IMPROVEMENTS

THIS AGREEMENT, dated as of the last date of execution hereof, is made and entered into by and among the City of El Dorado, Kansas (the “City”), Butler County, Kansas Community College (the “College”), Unified School District No. 490, Butler County, Kansas (El Dorado) (the “District”), and the Educational Facilities Authority of Butler County (the “Authority”), each a “Party” and collectively referred to as the “Parties.” This Agreement is entered into pursuant to K.S.A. 12-2908, as amended, for the purpose of facilitating and administering certain improvements to the public athletic facility known as BG Products Veterans Sports Complex (the “Stadium”). Each Party hereto is a municipality as set forth in K.S.A. 12-2908 and is authorized to perform the governmental service, activity or undertaking described herein.

RECITALS:

WHEREAS, the City, the College and District have previously created the Authority pursuant to an Interlocal Agreement dated as of March 1, 2010 (the “Interlocal Agreement”); and

WHEREAS, pursuant to the Interlocal Agreement, the Authority is responsible for the development, operation, improvement, renovation and repair of the Stadium; and

WHEREAS, the Parties have identified a need for certain capital improvements to the Stadium, including but not limited to the replacement of the synthetic field turf playing surface and all improvements related thereto at the estimated cost of \$1,340,000 (the “Improvements”); and

WHEREAS, pursuant to K.S.A. 12-1736 *et seq.*, as amended by Charter Ordinance No. 24 of the City (collectively the “Act”), the City is authorized to issue general obligation bonds for the purpose of making improvements to public buildings and facilities; and

WHEREAS, the Stadium is a public facility and the City is authorized to issue general obligation bonds (the “Bonds”) under the Act for the purpose of financing the costs of the Improvements; and

WHEREAS, the governing body of each Party deems it necessary and advisable to enter into this agreement to set forth the Parties’ rights and obligations with respect to financing and construction of the Improvements and the payment of the Bonds.

NOW, THEREFOR, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged by each Party, the Parties hereby agree as follows:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Agreement shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Bond Resolution” means collectively the ordinance and resolution of the City authorizing the issuance and prescribing the form and details of the Bonds.

“Bonds” means the general obligation bonds of the City, including any bonds issued to refund the Bonds.

“Budgeted Funds” means all funds budgeted and appropriated by the City, College or District for Debt Service Requirements pursuant to the provisions of **Section 6** hereof.

“Bylaws” means duly adopted Bylaws of the Authority, as certified by the Secretary-Treasurer of the Authority on October 13, 2010.

“Cash Basis Law” means K.S.A. 10-1101 *et seq.*, as amended.

“Commencement Date” means the date letting of the first Procurement Contract.

“Debt Service Period” means, following the issuance of the Bonds, the eighteen (18) month period beginning each Valuation Date.

“Debt Service Requirements” means the aggregate amount necessary to pay the debt service on the Bonds during each Debt Service Period.

“External Agreements” means any current and future contracts, pledge agreements, sponsorship agreements or other agreements entered into by any of the Parties, the revenues derived from which shall be used for Stadium purposes, a current listing of which is set forth on *Exhibit A* hereto.

“External Funds” means all funds of the Authority that do not constitute Budgeted Funds and are available to pay Debt Service Requirements, including funds derived from the External Agreements.

“Foundation” means the Butler Community College Foundation, which is authorized to hold External Funds on behalf of the Authority.

“Legislative Action” means each Party’s ordinance or resolution authorizing the execution of this Agreement.

“Notice of Insufficiency” means a notice provided by the Authority to the other Parties that, as of the stated Valuation Date, the market value of the External Funds is insufficient to pay the debt service on the Bonds for the Debt Service Period.

“Notice Address” means with respect to the following entities:

(a) To the City at:

City of El Dorado
City Hall
220 East 1st Ave.
El Dorado, Kansas 67042
Attn: City Clerk

(b) To College at:

Butler Community College
901 S. Haverhill Rd.
El Dorado, Kansas 67042
Attn: Vice President for Finance

(c) To District at:

Unified School District No. 490, Butler County, Kansas (El Dorado)
Office of the Board of Education
124 W. Central Ave.
El Dorado, Kansas 67042
Attn: Board Clerk

“**Stadium**” means the athletic and recreational facility known as the BG Products Veterans Sports Complex.

“**Procurement Contracts**” means all contracts and/or agreements entered into in furtherance of the acquisition, construction and equipping of the Improvements.

“**Shortfall Amount**” means the amount of funds necessary, when combined with available Transferred Funds, to pay the debt service requirements on the Bonds in the applicable Debt Service Period, which Shortfall Amount shall be calculated based upon on each Party’s respective Use Percentage during the immediately prior calendar year.

“**Shortfall Event**” means a determination that the market value of all External Funds on a Valuation Date is insufficient to pay the Debt Service Requirements.

“**State**” means the State of Kansas.

“**Transferred Funds**” means funds transferred from or on behalf of the Authority to the Trustee for the payment of Debt Service Requirements.

“**Trustee**” means the Trustee and paying agent for the Bonds, which shall be determined by the City and shall at all times be authorized to act as fiscal agent for the Bonds under the general bond law of the State; provided that the City shall be authorized to hold Transferred Funds in trust for subsequent transfer to the Trustee.

“**Use Percentage**” means the number of hours of the Stadium used by the respective Party divided by the total numbers of hours of the Stadium used by all Parties during the immediately prior calendar year.

“**Valuation Date**” means, following the issuance of the Bonds, each June 1 (or the first succeeding business day thereafter).

Section 1. Term of Agreement. This Agreement shall become effective on the Commencement Date and remain in place for so long as any amounts are owed hereunder, which payment obligation may survive the retirement of the Bonds.

Section 2. Acquisition of the Improvements. The City shall be responsible and provide for the acquisition, construction and equipping of the Improvements in accordance with plans and specifications therefor. The City shall be authorized to enter into the Procurement Contracts upon such terms as are acceptable to each Party, which approval shall be conclusively evidenced by passage of a motion or adoption of a resolution therefor at a duly held meeting of the Authority. Prior to the issuance of the Bonds, the City may use available funds to pay the costs of the Improvements, which costs shall be reimbursable from the proceeds of the Bonds.

Section 3. Financing of the Improvements; Issuance of the Bonds. Subject to official action of the governing body of the City, the City shall issue the Bonds in an amount not-to-exceed \$1,340,000 (exclusive of any capitalized interest and costs of issuance) to permanently finance the costs of the Improvements. The Bonds shall mature not later than eleven (11) years from the date of issuance and the issuance thereof shall be subject

to such other economic parameters as may be set forth in each Party's Legislative Action, which economic parameters shall be identical.

Section 4. Repayment of the Bonds; External Funds. The Parties contemplate that all or a portion of the moneys necessary to pay the Debt Service Requirements shall be provided from External Funds derived from the External Agreements. The Authority shall have fiscal control over the External Funds and all External Funds applied to Debt Service Requirements shall be credited equally among the City, the District and the College.

Section 5. Application of External Funds; Timing of Fund Transfers. Following the issuance of the Bonds, the City shall provide the Authority with a debt service schedule setting forth the Debt Service Requirements. Prior to each Valuation Date, the Authority shall transfer or shall cause to be transferred such External Funds as it shall determine prudent to the Trustee (or to the City for subsequent transfer to the Trustee). Upon transfer, such External Funds shall constitute Transferred Funds and shall be restricted payment of Debt Service Requirements.

Section 6. Shortfall of External Funds; Appropriation Request. On each Valuation Date, if the amount of External Funds held by the Trustee (or by the City for subsequent transfer to the Trustee) is insufficient to pay the Debt Service Requirements, the Authority shall determine that a Shortfall Event has occurred and shall provide a Notice of Insufficiency to the other Parties at the applicable Notice Address. The Notice of Insufficiency shall include the respective Use Percentage and corresponding Shortfall Amount for each the City, the District and College. Upon the receipt of a Notice of Insufficiency, each of the City, the District and the College shall include in its next succeeding annual budget a request for an appropriation of such funds as will be sufficient, when combined with Transferred Funds, to pay the Debt Service Requirements. For the avoidance of doubt, upon the occurrence of a Shortfall Event, the aggregate Shortfall Amount shall be apportioned among the City, the District and the College by each Party's respective Use Percentage. All funds actually appropriated by each of the City, the College and the District for such purpose shall constitute Budgeted Funds and shall be restricted for payment of Debt Service Requirements. The Parties recognize and acknowledge that each Party's covenant to appropriate Budgeted Funds under this paragraph is subject to annual appropriation under the Cash Basis Law of the State.

Section 7. Failure to Appropriate. Notwithstanding any provision of the Interlocal Agreement, this Agreement or any other agreement, if, upon receipt of a Notice of Insufficiency, any of the City, the College or the District fail to budget and appropriate sufficient funds to pay the Debt Service Requirements as set forth in the Notice of Insufficiency, such Party shall be prohibited from utilizing the Stadium until such payment has been made, which prohibition shall extend to all athletic or recreational programming and activities over which such non-appropriating Party has scheduling or operating control. Further, in the event that any of the City, the District or the College pay more than their allocable share of any Debt Service Requirements, such amounts may be recoverable from any such Party not paying an allocable share of Debt Service Requirements, which amount shall be payable from any lawfully available funds of the non-paying Party. This covenant shall expressly survive the retirement of the Bonds and this Agreement shall not terminate so long as any amounts owed hereunder remain outstanding.

Section 8. Conformity with Existing Documents. Except as may be explicitly set forth herein, nothing in this Agreement is intended to modify, amend or alter the Interlocal Agreement, the Bylaws, or any other agreement between or among the Parties.

Section 9. Further Authority. The officers and officials of the Parties are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Agreement and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and

confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 10. Electronic Transactions. The transactions described in this Agreement may be conducted, sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11. Severability. If any section or other part of this Agreement, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Agreement.

Section 12. Amendments. This Agreement may be amended at any time upon the consent of all Parties.

Section 13. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below

CITY OF EL DORADO

Mayor

Date

Attest:

City Clerk
(SEAL)

BUTLER COMMUNITY COLLEGE

President

Date

Attest:

Secretary
(SEAL)

UNIFIED SCHOOL DISTRICT. NO. 490

President

Date

Attest:

Clerk
(SEAL)

**EDUCATIONAL FACILITIES
AUTHORITY OF BUTLER COUNTY**

Chair

Date

Attest:

Secretary

Exhibit A

Listing of External Agreements

- Beverage Sales and Sponsorship Agreement between PepsiCo Beverage Sales, LLC and Butler Community College, dated December 19, 2022
- Agreement between HollyFrontier El Dorado Refining and the Educational Facilities Authority of Butler County, dated September 30, 2022
- Current/Revised BG Agreement

Project: BG Stadium Track and Turf Replacement Project Est. Interest Rate: 4.20% Term (in yrs): 10
 Principal Amount: \$1,340,000

| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 |
|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Balance | \$ 582,873 | \$ - | \$ 287,000 | \$ 224,672 | \$ 170,054 | \$ 132,117 | \$ 98,274 | \$ 68,684 | \$ 43,399 | \$ 22,524 | \$ - | \$ - |
| Donations | | | | | | | | | | | | |
| BG Products | \$ - | \$ 150,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ - | \$ - | \$ - |
| Dondlinger | \$ 68,000 | \$ 32,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pepsi | \$ 46,572 | \$ 22,500 | \$ 22,500 | \$ 22,500 | \$ 30,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 | \$ - | \$ - |
| Premier Foods | \$ - | \$ 72,500 | \$ 12,500 | \$ 12,500 | \$ 12,500 | \$ 12,500 | \$ 12,500 | \$ 12,500 | \$ 12,500 | \$ 12,500 | \$ - | \$ - |
| HF Sinclair | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ - | \$ - |
| Donations Subtotal | \$ 124,572 | \$ 287,000 | \$ 95,000 | \$ 95,000 | \$ 102,500 | \$ 102,500 | \$ 102,500 | \$ 102,500 | \$ 102,500 | \$ 52,500 | \$ - | \$ - |
| Total Resources | \$ 707,445 | \$ 287,000 | \$ 382,000 | \$ 319,672 | \$ 272,554 | \$ 234,617 | \$ 200,774 | \$ 171,184 | \$ 145,899 | \$ 75,024 | \$ - | \$ - |
| Debt Service Payment | \$ - | \$ - | \$ 157,328 | \$ 149,618 | \$ 140,438 | \$ 136,343 | \$ 132,090 | \$ 127,785 | \$ 123,375 | \$ 118,860 | \$ 114,293 | \$ 109,673 |
| Expense Total | \$ - | \$ - | \$ 157,328 | \$ 149,618 | \$ 140,438 | \$ 136,343 | \$ 132,090 | \$ 127,785 | \$ 123,375 | \$ 118,860 | \$ 114,293 | \$ 109,673 |
| Surplus/(Deficit) | \$ 707,445 | \$ 287,000 | \$ 224,672 | \$ 170,054 | \$ 132,117 | \$ 98,274 | \$ 68,684 | \$ 43,399 | \$ 22,524 | \$ (43,836) | \$ (114,293) | \$ (109,673) |

Assumptions:

City provides initial capital for project at no interest to EFABC.
 G.O. (tax-exempt, bank qualified) Bond issued with a 10-year maturity with average interest rate of 4.2%.
 First bond payment due beginning in 2025 with final payment in 2034 with roughly equal annual debt service.
 Interest due each May 1 and November 1, beginning May 1, 2025.
 Principal due each November 1, beginning November 1, 2025.
 Bond payment averages \$130,980 per year; subject to change based on interest rate at issuance.
 Allowance for EFABC Reserve Balance of \$350,000 to be retained by BCC Foundation at end of project.
 Additional donations/sponsorships would reduce the outstanding liability for the entities.

| | |
|-----------------------|------------|
| Starting Balance | \$ 582,873 |
| Dondlinger | \$ 68,000 |
| Pepsi | \$ 46,572 |
| HF Sinclair | \$ 10,000 |
| Ending Balance | \$ 707,445 |
| less | \$ 350,000 |
| Reimbursement to City | \$ 357,445 |

Amount reflects EFABC Reserve

| | | |
|------------|--------------|--|
| City Temp | \$ 1,340,000 | Principal amount of project; City to provide |
| G.O. Bond | \$ 982,555 | Amount to be financed with the City's G.O. Bonds |
| Foundation | \$ 357,445 | Amount to be paid from the Foundation's balance |

Scenario C - All Entities Contribute Based on Usage

| | BCC | USD | City | Total |
|--------------|-------------------|-------------------|------------------|-------------------|
| | 50% | 45% | 5% | |
| 2028 | \$ - | \$ - | \$ - | \$ - |
| 2029 | \$ - | \$ - | \$ - | \$ - |
| 2030 | \$ - | \$ - | \$ - | \$ - |
| 2031 | \$ - | \$ - | \$ - | \$ - |
| 2032 | \$ 21,918 | \$ 19,726 | \$ 2,192 | \$ 43,836 |
| 2033 | \$ 57,146 | \$ 51,432 | \$ 5,715 | \$ 114,293 |
| 2034 | \$ 54,836 | \$ 49,353 | \$ 5,484 | \$ 109,673 |
| Total | \$ 133,900 | \$ 120,510 | \$ 13,390 | \$ 267,801 |



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., Tuesday, April 9, 2024 – Dankert Board Room**

Meeting Recording can be viewed at: <https://www.youtube.com/watch?v=9sUwkFfgzUg&t=196s>

STAFF ATTENDANCE

| | |
|-----------------------|------------------------------|
| Janice Akao | Dr. Esam Mohammad |
| Tom Borrego | Troy Nordman |
| Christina Byram | Dr. Jessica Ohman |
| Dr. Jon Craig | Bill Rinkenbaugh |
| Brett Eisenman | Dr. Heather Rinkenbaugh (*z) |
| Dr. Julio Guerrero | Dr. Terry Sader |
| Valerie Haring | Kelly Snedden |
| Jennifer Hartman-Vice | Dr. Phil Speary |
| Matt Jacobs | Shelley Stultz (*z) |
| Dr. Kim Krull | Dr. Noreen Templin |
| Kevin Lan-Teubner | Staci Terry |
| Dr. Peter Linden | Rhonda Thomas |
| Mark Meadows | Ireland Turner |
| Donnie Mercer | Kent Williams |

BOARD ATTENDANCE

Kim Bruangardt
Mary Martha Good
Dr. Aaron Huslig
Linda Jolly, Chair (left at 6:15pm)
Forrest Rhodes
Dave Sherrer, Vice Chair
Shelby Smith

GUESTS

Thara Lee Kenmarla Casimir
Lyndsey Conley
Kaelib Harp
Emily Hernandez – SGA President
Matt Shults
Jacob Smith (*z)
Kaleb Waller
Kaden Warner – Video

CALL TO ORDER

(YouTube @ 3:15)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 3:25)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 3:50)

Chair Jolly requested a motion to move the executive session to item V-a and the Budget Discussion item to V-b. Trustee Smith moved to do so as suggested. Trustee Good seconded. On roll call vote, the motion passed 7-0.

Trustee Smith moved to pull items X-E (Collections Service Providers), and F-A (retirement of Dee Mabe) from the consent agenda and place them as Action Items IX – E and IX- F, respectively. Trustee Good seconded. On roll call vote, the motion passed 7-0.

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

RECOGNITIONS

(YouTube @ 6:14)

Dr. Krull asked the Board to step to the foyer to enjoy a performance by Butler's a capella group who recently competed at the Varsity Vocals International Championship of Collegiate A Cappella. Over 600 colleges applied to compete in the competition, and Butler was one of only 100 selected (and one of only two community colleges). The students are led by Matt Udland. Students who competed are:

- **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

Dr. Krull recognized the following students who received student production awards from the Kansas Association of Broadcasters:

- **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”

Dr. Krull also recognized the seven students who qualified for the Future Business Leaders of America National Competition based on their performance in the state competition held on February 24, 2024.

- **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

Dr. Krull also presented Trustee Rhodes with a token of appreciation for his service as Board Chair and recognized Trustee Jolly's April birthday.

PUBLIC COMMENT

(YouTube @ 20:12)

Jacob Smith, Augusta resident, addressed the Board via Zoom on the issue of taxes.

EXECUTIVE SESSION:

(YouTube @ 25:33)

Trustee Rhodes moved that the Board recess into executive session for up to 20 minutes 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. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 4:55pm

RETURN TO OPEN SESSION @ 5:15pm

BOARD ACTION ITEM – BUDGET GUIDANCE

(YouTube @ 49:19)

Trustee Smith shared that he would like to see taxes stay the same and would like the Board to discuss the direction of the budget, since planning is underway. Trustee Jolly indicated that some numbers are still coming in and that more discussion would occur at the April Work Session. Kent Williams indicated that there would be a preliminary budget recommendation. Dr. Krull shared that administration will prepare information based on the guidelines of a) taking the valuation increase and not increasing the mill levy and b) not taking the valuation increase or increasing the mill levy.

STANDING REPORTS

Student Government Association (YouTube @ 1:06:40) – Emily Hernandez shared that on March 21 SGA hosted approximately 40 students for Casino night with pizza and drinks as well as a raffle. On April 10 and 13, they will hand out softball and baseball replica jerseys at the games. April 24, the last event for the school year will be the spring block party with yard games, snacks, and prizes. They plan to partner with Butler Radio for the event. They have also supported FBLA by ordering Krispy Kreme's from their fundraiser.

Operational Staff (YouTube @ 1:09:07) – Staci Terry reported that OpStaff held their IDD Silent Auction with a record amount raised. Information Services won with the highest bid on their basket and will receive a free lunch from OpStaff. Seven staff members attended the Association of Kansas Community College Operational Professionals Conference (AKCCOP) Conference at Seward Community College. The next event will be Recharge this summer. Trustee Good asked what the funds from the silent auction are used for. Staci shared that they are used for the Welcome Back tables, staff book scholarships and giving back to the community.

Professional Employees (YouTube @ 1:10:46) – Dr. Sader shared copies of the Professional Employees evaluation of the president consistent with the Master Agreement, as well as the evaluation of the administrators. He also included an invitation to the Fact-Finding Hearings on April 10-11. He also enclosed the latest copy of the Advocate and the Board's due process statement sent by email on March 28.

Board Finance Committee (YouTube @ 1:13:15) – Trustee Sherrer reported that there were a few variances between last year and the current year in the physical plant operations that can be attributed to budgeting more for utilities than what we have been billed. He also shared that part of the instructional support line increased is due to health insurance.

Foundation Board Report (YouTube @ 1:14:45) – Trustee Rhodes shared that the Foundation Board will meet next month, however it will be after the Trustees regular meeting, so the next report will be in June.

President's Report (YouTube @ 1:14:54) – Dr. Krull shared that the college has been re-designated as a National Center of Academic Excellence in cyber defense through 2029. This is a testament to great faculty as well as the Information Services team.

Dr. Heather Rinkenbaugh was named as a member of the Wichita Business Journal's 2024 40 Under 40 class.

Dr. Krull reminded trustees that the PTK luncheon is Friday in Junction City with a short KACC meeting to follow.

Dr. Speary and Dr. Krull received word that the HLC Interim Monitoring report has been accepted, which is very positive. It will be expected that the Board provide documentation of continued

improvement in four years during the College's mid-cycle review. This will occur in the 2026-2027 academic year. Dr. Krull thanked the Trustees for their work in completing the report.

Dr. Krull also reminded the Trustees of the Fact-Finding session on April 10-11.

She shared that prior to the work session on April 22, there will be a tour of the El Dorado campus. She is also planning for Trustees to tour Fire Science and Ag prior to the May board meeting. Trustee Good encouraged all trustees to participate if possible.

Educational Facilities Authority Report (YouTube @ 1:20:53) – Trustee Sherrer shared that the topics of the most recent meeting would be discussed during the Board Strategic Discussion items.

MONITORING REPORTS

(YouTube@ 1:21:03)

Dr. Troy Nordman and Dr. Jon Craig presented the Humanities, Social and Behavioral Sciences monitoring report. Trustee Jolly asked Dr. Craig for his opinions on NIL and how it is impacting athletics, since Dr. Craig completed his dissertation on the topic.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

- A. Presidential Search Discussion (YouTube @ 1:29:48) – Trustee Jolly shared that most of this topic was discussed in executive session and provided Trustees an opportunity to provide additional input or guidance. None was given at this time.
- B. Turf and Track Replacement (YouTube @ 1:29:58) – Dr. Krull shared that EFABC will meet April 10 to finalize a vendor for Turf and Track replacement at BG Stadium. The three partners have worked to compile information and to streamline the process used Greenbush Consortium. Quote letters were sent to the vetted vendors through Greenbush. Mandatory walk-throughs were conducted, and Mammoth, Hellas and Mid-America AstroTurf supplied quotes following the walk-through. EFABC is looking for both turf and track replacement and both are at the end of life. The Butler Foundation holds a designated fund for donations and commitments, of which there are several significant commitments and pledges coming in over the next 5 to 10 years. The City is willing to manage the financing of the project and more will be discussed at EFABC in the morning. It is anticipated that donations coming in over time will be enough to cover the debt service. If those donations wouldn't cover the debt service, the three entities would split the cost. Following the meeting, Dr. Krull will provide information on costs and project timelines following the EFABC meeting.
- C. Board Governance -Quarterly KORA Report (YouTube @ 1:41:13) - Trustees asked clarifying questions about KORA requests submitted throughout the previous quarter. Dr. Krull indicated she would add a column to the report that indicates whether requests were fulfilled or denied.

(YouTube @ 1:43:10) – At this time, Trustee Jolly recapped the items for future discussion, prior to her leaving the meeting.

- Contract with Gold Hill (with legal counsel's changes) will be sent to Trustees for review.
- Sample survey from Gold Hill will be sent to Trustees.
- Budget update (April Work Session)
- Tour of El Dorado Campus prior to April Work Session
- Visioning Session – will provide more information
- EFABC Information on Turf and Track Replacement
- Trustee Jolly will email Gold Hill with follow-up information.

At this time, Trustee Rhodes read the Board's Due Process statement.

Trustee Jolly left the meeting at 6:15pm and Vice-Chair Sherrer assumed the role of Chair for the remainder of the meeting.

BOARD ACTION ITEMS

- A. Core Community (YouTube @ 1:48:04) - Dr. Krull indicated that after verifying with legal counsel, the College is not able to provide funding support for this entity under K.S.A. 71-201. Dr. Krull reiterated the commitment to connect Core Communities with Advising, Admissions and the Foundation to work with their participants. The recommendation of the administration is not to provide financial support for the organization.
- B. National Fitness Campaign (YouTube @ 1:51:34) – Bill Rinkenbaugh shared that he encourages approval because it will assist with the retention of students and that no amenities have been added since 2000 when the basketball courts were added outside Cummins Hall. He also reiterated that Fitness and Wellness courses could use the space during the day. He is proposing the use of the Campus Life funds for the project. Trustee Smith suggested looking at other options for equipment and ways to add equipment to the campus. Trustee Rhodes asked if the grant is specific to the project. Bill responded that it is. Trustees did not make a motion to support the National Fitness Campaign, therefore the proposal died due to lack of a motion.
- C. Revised Software Development AAS (YouTube @2:00:24) – Dr. Peter Linden, Dean of Career & Technical Education, provided an overview of the revisions being proposed to a program that is already in place that focuses on artificial intelligence. Dr. Linden provided information on the market analysis that led to these changes, as well as projected enrollment information and student interest in the program. Trustee Rhodes moved that the Board approve the revisions to the Software Development AAS degree as proposed. Trustee Huslig seconded. On roll call vote, the motion passed 5-1-1, with Trustee Smith voting nay and Trustee Jolly absent.
- D. Revised Weapons Policy Update (YouTube @ 2:10:44) – Bill Rinkenbaugh shared that it had come to their attention that there were discrepancies to the Weapons Policy across various documents. HR, Public Safety, the President's Office, and Legal Counsel updated the policies to be consistent and within state statute. Trustee Good moved to approve the updated Weapons Policy as presented. Trustee Rhodes seconded. On roll call vote, the motion passed 6-0 with Trustee Jolly absent.
- E. Collections Service Providers (YouTube @ 2:16:30) – Trustee Smith asked what kind of debt balance is turned over to collections each year. Dr. Jessica Ohman and Donnie Mercer shared that in 2023, 1,300 accounts were submitted to collections for \$1.6 million. The new provider is recommended after RFPs, meetings and demos with new providers are completed. These providers also have a lower rate than the current provider, as well as having a dedicated focus on higher education. Donnie Mercer indicated that it had been approximately 15 years since the last review, and this allowed the team to explore new technologies and approaches to collections. Trustee Smith moved to approve the ratification of the agreement with the identified collections service providers as presented. Trustee Good seconded. On roll call vote, the motion passed 6-0, with Trustee Jolly absent.
- F. Dee Mabe Retirement (YouTube @ 2:23:19) – Dr. Heather Rinkenbaugh shared that Dee has worked for the College for 23 years, all of which were at McConnell Air Force Base and the Butler Service Center. She has worn many hats throughout her time at Butler and will retire as the office manager. Dee is looking forward to spending time with her family and travelling. Trustee Good moved to accept the retirement of Dee Mabe. Trustee Rhodes seconded. On roll call vote, the motion passed 6-0, with Trustee Jolly absent.

CONSENT AGENDA

(YouTube @ 2:25:23)

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

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

(YouTube @ 2:25:50)

Dr. Esam Mohammad shared that retention for first-time full-time cohort is at 66%, which is a record high, up from 61%. He shared that this translates to 600-700 credit hours saved. The team is looking at what triggered this increase and how to sustain it.

Statement of Revenue & Expenditures – Submitted by Kerry Potter

No discussion.

Thank You Notes

None this month.

Board Calendars

(YouTube @ 2:28:48)

Dr. Krull highlighted the calendar in the back of the book and solicited volunteers for upcoming speaking engagements at various activities including PTK Induction and Commencement activities. Dr. Krull reminded Trustees of the campus tour prior to the next work session, PTK Luncheon, and Fact Finding.

ADJOURNMENT

(YouTube @ 2:35:43)

Trustee Smith moved to adjourn the meeting. Trustee Good seconded. On roll call vote, the motion to adjourn the meeting passed 6-0, with Trustee Jolly absent. The regular meeting of the Butler Community College Board of Trustees was adjourned at 7:03pm.

Mary Martha Good – Secretary/Treasurer

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING
4:30 p.m., Tuesday, April 22, 2024 – Dankert Board Room**

Meeting Recording can be viewed at: <https://www.youtube.com/watch?v=Ih2eHT7Abi0&t=2s>

STAFF ATTENDANCE

Tom Borrego
Christina Byram
Jennifer Hartman-Vice
Matt Jacobs
Dr. Kim Krull
Dr. Esam Mohammad
Dr. Jessica Ohman (*z)
Kerry Potter

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
Aaron Huslig
Forrest Rhodes
Dave Sherrer, Vice-Chair
Shelby Smith

GUESTS

Alisa Ehrlich (*z)
Ray Connell (*z)

(*z) denotes attendance via Zoom

CALL TO ORDER

(YouTube @ 1:26:11)

Vice-Chair Sherrer called the special meeting of the Board of Trustees to order.

PLEDGE OF ALLEGIANCE

(YouTube @ 1:26:17)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 1:26:47)

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

EXECUTIVE SESSION:

(YouTube @ 1:27:09)

Trustee Good moved that the Board recess into executive session for consultation with legal counsel for up to 60 minutes, pursuant to the open meetings exception for said matters and that the Board, President Kim Krull, Shelley Stultz, Alisa Ehrlich and Ray Connell be present. Trustee Smith seconded. On roll call vote, the motion passed 6-0 with Trustee Jolly absent.

ENTER EXECUTIVE SESSION @ 6:02pm

RETURN TO OPEN SESSION @ 6:42pm

ADJOURNMENT

(YouTube @ 2:11:08)

Trustee Smith moved to adjourn the meeting. Trustee Braungardt seconded. On roll call vote, the motion to adjourn the meeting passed 6-0, with Trustee Jolly absent. The special meeting of the Butler Community College Board of Trustees was adjourned at 6:05pm.

Mary Martha Good – Secretary/Treasurer

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING
4:00 p.m., Tuesday, April 29, 2024 – Dankert Board Room**
Meeting Recording can be viewed at: YouTube Link Coming Soon

STAFF ATTENDANCE

Jennifer Hartman-Vice
Dr. Kim Krull
Bill Rinkenbaugh
Shelley Stultz

BOARD ATTENDANCE

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

GUESTS

Alisa Ehrlich (*z)
Ray Connell (*z)
Kaden Warner – video
(*z) denotes attendance via Zoom

CALL TO ORDER

Chair Jolly called the special meeting of the Board of Trustees to order.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 1:26:47)

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

EXECUTIVE SESSION

Trustee Good moved that the Board recess into executive session for consultation with legal counsel for up to 60 minutes, pursuant to the open meetings exception for said matters and that the Board, President Kim Krull, Bill Rinkenbaugh, Shelley Stultz, Alisa Ehrlich and Ray Connell be present. Trustee Sherrer seconded. On roll call vote, the motion passed 7-0.

ENTER EXECUTIVE SESSION @ 4:10pm

RETURN TO OPEN SESSION @ 5:10pm

ADJOURNMENT

Trustee Sherrer moved to adjourn the meeting. Trustee Smith seconded. On roll call vote, the motion to adjourn the meeting passed 7-0. The special meeting of the Butler Community College Board of Trustees was adjourned at 5:12pm.

Mary Martha Good – Secretary/Treasurer

BILLS AND WARRANTS

TOPIC for ACTION
April 2024 Bills and Warrants

REPORT

Bills and warrants for April 2023 - \$4,165,083.09 (includes Expenditure Approval List – \$1,454,475.54 and Payroll - \$2,710,607.55).

RECOMMENDED ACTION:

Approval of April 2024 bills and warrants.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Sariah Wilson, Assistant Director – Accounts Payable

Supervisor: Yolanda Hackler, Director – Accounts Payable

Date: May 1, 2024

| |
|---------------------------|
| BIDS AND PURCHASES |
|---------------------------|

None.

| |
|---|
| RATIFICATION OF AGREEMENTS AND CONTRACTS |
|---|

TOPIC for ACTION

Presidential Search Firm Contract

REPORT:

In March, a Board subcommittee interviewed 4 presidential search firms: Pauly Group, Gold Hill Associates, ACCT and AGB. After the interviews, the subcommittee recommended and the Board selected Gold Hill Associates to assist with the search for a new President, following Dr. Kim Krull's retirement announcement. After review by legal counsel, the proposed contract is presented for Board approval.

RECOMMENDED ACTION:

Approval of the Presidential Search Contract with Gold Hill Associates.

RECOMMENDED FUNDING SOURCE:

General Operating Budget

Submitted by: Linda Jolly, Board Chair

Date: May 6, 2024

PERSONAL / PROFESSIONAL SERVICES CONTRACT

between

Butler Community College
and

GOLD HILL ASSOCIATES

THIS CONTRACT SHALL BE BINDING ON THE COLLEGE ONLY IF IT IS
SIGNED BY THE PRESIDENT OR AUTHORIZED DESIGNEE

This Personal / Professional Services Contract ("Contract") is made by and between Butler Community College (College"), and the Gold Hill Associates ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor attests that it is an independent contractor solely responsible for the work performed under this Contract. The contractor, its subcontractors, employees, and agents shall not be deemed employees of the College. Contractor shall be responsible for all federal, state, and local taxes and all fees applicable to payments for services under this Contract.

Full Business Name: Gold Hill Associates
Address: 1065 Stigger Road
City, State, ZIP: Jackson, Mississippi 39209
Primary Telephone: (503) 704-3425
Office Telephone: (503) 704-3425
Email: preston@goldhillassociates.com
Federal Tax Identification Number ("TIN"): 45-5363135

Payment information will be reported to the Internal Revenue Service under the name and TIN provided above by Contractor.

Contractor certifies under penalty of perjury that Contractor is a:

Sole Proprietor
Partnership

TERMS AND CONDITIONS

- 1. Purpose of Contract.** To provide consulting services in the search for the next President of Butler Community College
- 2. Detailed Description of Services / Statement of Work.** See Gold Hill Associates Search Proposal Exhibit A
- 3. Term and Termination.** This Contract becomes effective on March 28, 2024. Unless earlier terminated as provided below, this Contract shall continue through January 1, 2025 contingent on a successful presidential

search. The search process shall begin with the execution of this Contract, with the goal of having a new President in office by July 1, 2024

- 4. Maximum Total Payment; Payment Method.** No payment shall be made until this Contract is fully executed by both parties. Upon work completion and acceptance, invoice approval, and in accordance with this Contract's Terms and Conditions, College shall pay Contractor a maximum total payment, including all reasonable and necessary expenses, not to exceed **\$ 37,500** for services rendered by Contractor, as well as associated costs, which includes estimated travel expenses of **\$ 2,500** (only actual receipted expenses will be billed). It is estimated that the College expenses may include advertising (\$ 1,000-5,000), travel for finalists to campus interviews (\$ 6,000-8,000), and miscellaneous (\$ 1,500), for a possible total of \$ 8,500-14,500.

Payment Method:

Contractor will invoice the College. Invoices shall be payable within 30 days upon work completion, work acceptance, and invoice approval.

One lump-sum payment upon work completion, work acceptance, and invoice approval.

Reimbursable expenses shall be allowed under this Contract and include reasonable transportation, lodging/hotel, subsistence, and other related travel costs for the Contractor.

- 5. Time is of the Essence.** Time is of the essence in the performance of this Contract.

- 6. Contract Documents.**

6A. This Contract consists of those Terms and Conditions herein only.

6B. This Contract consists of those Terms and Conditions herein and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with this Contract taking precedence over all other documents. The Exhibits to this Contract include the following documents: Gold Hill Associates, RFP dated June 8, 2023.

- 7. Independent Contractor Status.** Both parties understand and agree that this Contract is not intended and shall not be construed to create an employment relationship between College and Contractor, its officers, employees, or agents. At all times under this Contract, Contractor is acting and performing as an independent contractor.
- 8. Public Employee Retirement System.** Contractor represents and warrants that (a) Contractor is not active as an employee in the Public Employee Retirement System and (b) Contractor has not received wages from the College or any other public entity during this calendar or fiscal year.
- 9. Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its duties under this Contract without the prior written consent of College. College may withhold such consent for any or no reason. If College consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on College.

10. No Third-Party Beneficiaries. College and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

11. Nonperformance. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then College, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against the cost of any remaining work to be performed on the Contract, for these substitute goods or services.

12. Early Termination. This Contract may be terminated as follows unless otherwise specified herein: the College has the right to terminate this Contract with thirty (30) days written notice for no reason.

- a. Mutual: College and Contractor may terminate this Contract at any time by written agreement.
- b. College’s Sole Discretion: College in its sole discretion may terminate this Contract for any reason or no reason on 30 days’ written notice to Contractor.
- c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within seven days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
- d. Contractor Licensing, etc.: College may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
- e. Furlough: College reserves the right to terminate or otherwise suspend this Contract if College’s Board of Trustees determines that funding is insufficient to remain open and calls for a College-wide furlough or similar temporary College closure. Any temporary closure shall not affect amounts then due and owing Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

13. Payment.

- a. Method of Payment: Unless otherwise specified in Section 4, “Maximum Total Payment; Payment Method,” College shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 12, “Early Termination,” College shall pay Contractor as follows:
 - (i) If College terminates this Contract for its convenience under Section 12(a) or 12(b), then College must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. College shall not be liable for any direct, indirect, or consequential damages. Termination by College shall not constitute a waiver of any other claim College may have against Contractor.
 - (ii) If Contractor terminates this Contract under Section 12(c) due to College’s breach, then College shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - (iii) If College terminates this Contract under Sections 12(c) or 12(d) due to Contractor’s breach, then College must pay Contractor for work performed before the termination date less any setoff to which College is entitled, and if and only if Contractor performed such work in accordance with this Contract.

- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor:
- (i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this Contract.
 - (ii) Pay all contributions or amounts due by the Contractor or subcontractors, if permitted, incurred in the performance of this Contract.
 - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school, College, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished by Contractor.
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - (v) If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, College may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. College's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.
- d. Non-Appropriation; Adequate Funding: College is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into College's next fiscal year, College's obligation to pay for such work shall be subject to approval of future Board of Trustees of appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the College's budget adopted in June of each year. College reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board of Trustees.

14. Remedies. In case of Contractor breach and in addition to the provisions of Section 11, College shall be entitled to any other available legal and equitable remedies. In case of College breach, Contractor's remedy shall be limited to termination of the Contract and retention and recovery of Contract payments to which Contractor is or would otherwise be entitled.

15. Errors. Contractor must perform any and all additional work necessary to correct errors in the work required under this Contract, and Contractor must do so without undue delays and without additional cost to College.

16. Access to Records; Contractor Financial Records. Contractor agrees that College and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

17. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for College are intended as "works made for hire" by Contractor for College. As work made for hire, all work products (including intellectual property) created by the Contractor as part of Contractor's performance under this Contract shall be the exclusive property of the College. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants College a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy,

reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. College shall have no right in any pre-existing work product of Contractor provided to College by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for College use only. The College also agrees to include "A Gold Hill Associates Search" in its printed and online promotional materials and advertisements.

18. Work Performed on College Property. Contractor shall comply with the following:

- a. No Smoking: All College properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on College property.
- b. No Drugs: All College properties are drug-free zones.
- c. No Weapons or Firearms: Except as provided by statute and College policy, all College properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on College property.

19. Confidentiality. This provision is required by statute. As required by 20 USC 1232(g) - Family Educational Rights and Privacy Act ("FERPA"), Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract.

Contractor shall maintain the confidentiality of all College records and information to which its' representatives or employees have access to and shall not disclose the same to any third parties without College's prior consent, except as Contractor is required to disclose such information by law. In the event that the Contractor is requested to disclose such information, the Contractor shall notify the College of such request prior to disclosing the information.

All information contained in semi-final and final candidates' background and reference reports shall be considered confidential information.

20. FERPA Disclosure or Re-disclosure. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by Contractor in the performance of this Contract may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Contract.

21. Security. Any disclosure or removal of any College information, documents or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability incurred by College including, but not limited to attorneys' fees, resulting from any action or suit brought against College as a result of Contractor's willful or negligent release of information, documents, or property contained in or on College property. College hereby deems all information, documents, and property contained in or on College property privileged and confidential.

22. Employee Removal. At College's request, Contractor will immediately remove any Contractor employee from all College properties in cases where the College determines, in its sole discretion, that removal of that employee is in the College's best interests.

23. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts for the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

- 24. Indemnification.** Contractor shall defend, indemnify, and hold harmless (“Indemnification”) College, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorneys’ fees) recovered or made against College for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor’s performance under this Contract. Contractor’s Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to College. Contractor’s Indemnification of College shall not apply to damage, injury, or death caused by the negligent actions of College, its officers, directors, employees, or agents. College must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 25. Insurance.** No Insurance Required of Contractor.
- 26. Waiver.** Waiver of any default or breach under this Contract by College does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract.
- 27. Controlling Law and Venue.** Any dispute under this Contract or related to this Contract shall be governed by State of Kansas, El Dorado and Butler County, Kansas law, and any litigation arising out of the Contract shall be conducted in courts located in State of Kansas, El Dorado, and Butler County, Kansas.
- 28. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 29. Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 30. Amendments.** Any amendments, consents to, or waivers of the terms of this Contract shall be in writing and signed by both parties.
- 31. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
- 32. Attorney Fees.** The parties agree that if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by “in-house” counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time, rates, and charges generally accepted in the El Dorado, Kansas area for the type of legal services performed.
- 33. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.

34. Replacement Guarantee-If the employment relationship between the Candidate selected and the Organization is terminated for cause or the Candidate selected voluntarily separates from the Organization prior to two years after commencement of employment (the "Guarantee Period"), Gold Hill Associates will upon written request of the College, conduct a second search for the same Position and present new Candidates for consideration as described in Article A until a second Candidate is selected and accepts an offer of employment. Cause is defined as the termination of employment or termination of service caused by a) the individual's personal dishonesty, b) willful misconduct, c) any breach of fiduciary duty involving personal gain, d) intentional failure to perform stated duties, or e) the willful violation of any law, rule or regulation (other than traffic violations or similar offenses), or a final cease-and-desist order, any of which does or reasonably could result in material loss or material reputational harm to College.

I HAVE READ AND UNDERSTAND THIS CONTRACT, INCLUDING ALL ATTACHMENTS AND EXHIBITS, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

preston pulliams

Signature

Preston Pulliams, President

Contractor Printed Name and Title

May 2, 2024

Date

COLLEGE

Signature

Date



Community College Executive Level Leadership
Search Consultants

February 22, 2024

Linda Jolly, Board of Trustees Chairperson
c/o Jennifer Hartman-Vice, Executive Assistant to the President and Clerk of the Board of Trustees
Butler Community College
901 S Haverhill Road
El Dorado, KS 67042

Dear Linda Jolly,

We appreciate the opportunity to respond to your questions regarding your upcoming Presidential search. I am providing a cover letter offering a brief statement of our experience and qualifications, followed by the information you requested.

Given Gold Hill's commitment to community colleges and our outstanding record in community college executive leadership searches, I believe we are uniquely prepared to assist you with this essential undertaking. To date, the consultants of Gold Hill Associates have completed over 200 chancellor, presidential, vice presidential, and executive level administrative searches throughout the nation. This vast experience offered exposure to a variety of institutions, many of which are similar in size and demographics to Butler Community College.

Gold Hill brings a wealth of experience to the search process, including:

- Unsurpassed experience: Gold Hill is solely dedicated to community and technical college executive leadership searches. You would be hard-pressed to find a search firm with more successful experience than ours.
- A broad nation-wide network: Our many years of experience have allowed us to develop a network of community college professionals who have proven invaluable when coordinating searches. This network is especially beneficial in recruiting topflight candidates, for discreet "pre-screening" of semi-finalists, and for comprehensive reference checking of final candidates.
- A proven and successful process for the Presidential search: Our process incorporates input from the college's various internal communities, while never losing sight that the final decision is that of the Board of Trustees.
- An understanding of the presidency: Each of our associates has served at various levels as a community college executive leader before becoming a successful community college president.
- A strong record in recruiting candidates: Recruitment is one of the most crucial aspects of the search. Through our various college association memberships, our continued contact with former colleagues, and some of our associates serving as interim presidents, Gold Hill has built an extensive network of professionals upon whom we can call to recruit for positions. When you check with colleges with whom Gold Hill has worked, you will find in the final stages of the search we have often personally recruited the majority of the final candidates. Our firm is committed to, and has a strong track record in, diversity and inclusion, and we have strong track record in building a diverse candidate pool.

- Email recruitment: Your Gold Hill consultant will use email recruitment by sending a personally addressed message to a broad and carefully selected group of qualified college administrators inviting them to apply for your position or to nominate other qualified candidates.
- Guidance throughout the search process: Our firm takes pride in the amount and quality of guidance and communication we provide colleges at every stage of the search process. Selecting a new executive leader is one of the most important jobs your Board of Trustees will face. With our vast experience in community college searches, we are able to bring valuable recommendations on the process, the calendar and, most importantly, information on the candidates.
- Competitive costs: Our search fees and costs are competitive with any professional search firm in the country. With our many years in community colleges, we are especially cognizant of institutional costs. Our procedures are designed to be successful and cost-effective. In addition, Gold Hill Associates guarantees satisfaction with our searches. If your college is not happy with the final candidates, we will redo the search or not accept a fee. We believe we are the only search firm that offers such a guarantee.
- Your personal lead consultant: If you choose Gold Hill Associates to manage your search your lead consultant will be Dr. Walter Nolte. Dr. Nolte has served in community college leadership rolls for 40+ years. The last 18 years of his career he served as a community college president. Since his retirement he has been involved in 25 searches.

At Gold Hill Associates we provide each institution complete and full attention. We are available to the board and hiring committee seven days a week—days and evenings. We work for your college, not on behalf of individual candidates. While we seek out and recruit high-quality individuals to the positions, we do not lobby for those individuals.

We look forward to speaking with you further about your upcoming search.

Sincerely,



Preston Pulliams, President, Gold Hill Associates
1065 Stigger Road, Jackson, Mississippi 39209
503-704-3425, Email: preston@goldhillassociates.com
Website: <http://collegepresidentsearch.com>

IN RESPONSE TO YOUR QUESTIONS

WHAT IS THE TYPICAL COST OF YOUR SERVICES, OR A RANGE IF THAT'S A BETTER ESTIMATE?

As former college presidents, responsible for budgets and answering to boards, our team of search consultants are especially cognizant of the importance of cost management.

We offer all-inclusive services for a flat fee, which we invoice at the conclusion of the search. The flat fee is based on the size and complexity of the college and the search, and includes our expenses for reference, and criminal background and credit checks. We do charge for our travel expenses, and all travel expenses will be receipted. *Please refer to the page five to view our cost proposal for your presidential search.*

WHAT IS THE SCOPE OF YOUR WORK/HOW DO YOU SUPPORT PRESIDENTIAL SEARCHES?

We begin each search with consideration to a colleges size and unique demographics. Your Gold Hill consultant will initiate your search by meeting with internal and external constituencies to establish the needs of your institution and the qualities your new president will need to lead you toward your goals. We then work with your liaison, search committee and a board representative to develop a candidate profile and selection criteria. Prior to recruitment we will assist your public information and human resources offices in developing advertisements. (We can arrange for the creation of advertisements if needed.)

Recruitment is where we shine and we work hard to recruit a diverse and outstanding candidate pool for your position. The best candidates are usually not perusing trade publications looking for jobs. Recognizing that advertising the position is not enough, we personally recruit individuals who are successful, effective leaders. Thanks to our extensive contacts throughout the country, we have an outstanding record in recruiting excellent, qualified candidates.

As applications are received, we screen the applications and select a pool of diverse and qualified semi-finalists to recommend to the search committee. We assist the liaison and search committee with arranging the semi-finalists video interviews and guide the candidates in preparation for their interviews. Once the semi-finalists video interviews are complete we work with the liaison and search committee to select a list of finalists to be presented to the board for approval. We notify the unsuccessful candidates and contact the finalists to let them know of their selection and offer them assistance with the interview process.

We assist in arranging an all-inclusive interview process for each final candidate that allows all constituents of the college—faculty, staff, administrators, students, and community—to meet the candidates and then provide their feedback to the board. Your consultant will perform comprehensive reference checking of the final candidates. We share everything we learn about the candidate with the board. We offer guidance during the finalist's interviews. If requested, we will offer guidance during contract negotiation with the final candidate and on-boarding. We will be available continually throughout the search seven days a week—days and evenings, and will be adaptable to any changes which may be needed during the search process.

Gold Hill Associates guarantees satisfaction with our searches. If your Board of Trustees is not satisfied with the final candidates, we will redo the search and not accept a fee until your new president is placed. In addition, if your newly appointed leader resigns within one year, we will redo the search at no cost to your college other than reimbursement for travel expenses. We believe we are the only search firm that makes such a guarantee.

WHAT IS YOUR PROCESS, AND DO YOU FOLLOW THROUGH TO THE END OF THE PROCESS WHEN THE SUCCESSFUL CANDIDATE IS HIRED?

Yes, we follow through to the end of the search process and offer assistance with contract negotiations and onboarding of your new president if needed.

A comprehensive presidential search typically requires up to six months, and the timing of the process is crucial for its success. Condensing the search into a shorter time-frame may convey a perception of limited openness, potentially deterring qualified candidates. Conversely, prolonging the process significantly increases the likelihood of top candidates withdrawing in favor of other opportunities. To address these considerations, we perform a structured series of events to guide and support your board and search committee throughout the duration of the six-month process:

Initial Consultation: Consultant engages in phone or video meetings with board members to discuss the search process and provide guidance on selecting a search liaison and search advisory committee.

Appointment of Committee and Liaison: The search advisory committee and search liaison are officially appointed.

First On-Campus Visit: Consultant meets with college's internal and external stakeholders to discuss institutional and leadership needs. Your consultant collaborates with the search advisory committee to develop a search profile and timeline, and presents the profile and timeline to the Board of Trustees for review and approval. Your consultant also engages with PR and marketing offices to discuss design and distribution of advertising and profile.

Job Announcement Placement: Consultant guides the placement of the job announcement on the college website and various online platforms, and ensures visibility on higher-ed job sites, such as *Higher Ed Jobs.com*, *Inside Higher Ed*, *Hispanics in Higher Ed*, and *The Chronicle of Higher Education* online site. We also publish your job announcement on the Gold Hill website.

Recruitment Initiatives: Your consultant initiates personal recruiting efforts upon publication of the job announcement.

Application Review and Selection: Your consultant reviews and evaluates applications, considering qualifications and experience in alignment with institutional needs, and collaborates with the board and search committee to select semi-finalists, seeking board approval.

Guidance During Preparation for the Semi-Finalists Interviews: Your consultant will help your search committee notify the semi-finalists of their selection and assist in scheduling the interviews if requested.
(Please note: Interviews with semi-finalists are usually done via video.

First Round of Interviews: Your consultant assists in preparations for video interviews with semi-finalists, and helps coordinate interview schedules and notifications, as needed.

Finalist Selection: After video interviews, your consultant meets with the search advisory committee and board representative to recommend finalists for Board of Trustees approval.

On-Campus Interviews: Your consultant assists in arrangements and scheduling for finalists' on-campus interviews, attends interviews either in person or via video, as desired by the board.

Reference Checking: Performs reference checks and provides a rated summary of references to the Board of Trustees for review and selection.

Contract Negotiations and Onboarding: Upon board request, the Gold Hill consultant assists with contract negotiations and onboarding processes for the newly appointed president.

COST PROPOSAL

We keep it simple—we offer all-inclusive services for a flat fee, which we invoice at the conclusion of the search. The flat fee is based on the size and complexity of the college and the search, and includes our expenses for reference, criminal background, and credit checks. Because Dr. Pulliams and his associates have worked as community college CEOs, responsible for budgets and answering to boards, we are especially cognizant of the importance of cost management.

TRAVEL EXPENSES

All travel expenses will be receipted and will not exceed the total of the receipts. The travel expense estimate is based on two visits to the institution. Additional visits may be arranged and expenses may be billed in addition to this estimate. *Please note: Due to the varying cost fluctuations of airfare, the travel costs may be slightly higher upon final billing due to airline charges at the time of booking. All travel expenses will be receipted.*

SATISFACTION GUARANTEE

Gold Hill Associates guarantees satisfaction with our searches. If your Board of Trustees is not satisfied with the final candidates, we will redo the search and not accept a fee until your new Presidents are placed. In addition, if your newly appointed leader resigns within one year, we will redo the search at no cost to your college other than reimbursement for travel expenses. We believe we are the only search firm that makes such a guarantee.

PROPOSED COST

| | |
|--|---------------------------|
| All-inclusive Search Fee for Presidential Search Services | \$ 35,000.00 ¹ |
| Estimated Travel Expenses for 1-2 visits | 2,500.00 ² |
| Consultant Fee and Estimated Expenses Total for Presidential Search | \$ 37,500.00 |

BCC's ESTIMATED SEARCH EXPENSES

To assist you in your budget planning, we provide an estimate of the expenses your college may incur during the search process. It's important to note that travel expenses can vary significantly, and airfare costs are subject to change. Below are the estimated expenses listed to provide you with an approximate idea of what your institution may spend.

| | |
|---|-----------------------------------|
| Advertising costs | \$ 1,000 to 5,000.00 ³ |
| Visit of finalists | \$ 6,000 to 8,000.00 ⁴ |
| Miscellaneous expenses | \$ 1,500.00 |
| BCC's Estimated Search Expense Costs | \$ 8,500-14,500.00 |

Footnotes

1. Our flat fee includes recruiting, managing the search process, reference and background checking, our time for two visits to your college by the consultant, unlimited access to the consultant, managing candidate inquiries, and assisting with contract negotiations and on-boarding of your new Presidents if desired.

2. All expenses will be receipted. The travel expenses will not exceed the total of the receipts. The expense estimate is based on two visits per search to your institution. Additional visits may be arranged and expenses may be billed in addition to this estimate.

3. Most colleges are choosing electronic ads over print ads due to cost and the extended length of time it takes for the printing schedule of a journal. Line ads or online only job postings will cost much less than printed ads and are displayed within one day. Brochures can be produced within a variety of budgets, are usually done by the college PR office, and can be printed and/or displayed electronically on the web.

4. Assumes three to four finalists and greatly depends on travel distance and costs of air travel, food and lodging at the time of travel.

TOPIC for ACTION
Memorandum of Understanding – Butler’s Early Childhood Education Department and The Opportunity Project Early Learning Centers

REPORT:

The Butler Community College Early Childhood Education Department is seeking Board approval to renew the memorandum of understanding recognizing its partnership with The Opportunity Project Early Learning Centers of Wichita, Kansas. The previous MOU expired in 2015; however, the partnership has continued seamlessly since then with no formal agreement. This approval will re-formalize Butler’s partnership with TOP.

TOP provides Early Childhood Education with space at three Wichita locations to hold onsite admissions and enrollment sessions, financial aid counseling, and onsite placement testing for TOP employees. In addition, TOP provides Early Childhood Education with classroom space to offer courses for students pursuing an Early Childhood Education degree or certificate. Finally, TOP provides scholarship opportunities for qualified TOP employees, while Butler provides scholarship opportunities through the Butler Foundation for eligible TOP employees in the Early Childhood Education program.

TOP has agreed to continue offering space to Early Childhood Education, and Early Childhood Education has agreed to continue providing services and courses at TOP locations. Early Childhood Education Department already has all the required equipment, supplies, instructional materials, and faculty to continue providing its services. Therefore, there will be no increased cost to the institution to renew the agreement. This agreement will begin July 1, 2024 and continue until the conclusion of 2028-29 academic year.

RECOMMENDED ACTION:

Board approval to renew the memorandum of understanding recognizing Butler’s partnership with the TOP Early Learning Centers.

RECOMMENDED FUNDING SOURCE:

The Early Childhood Education operating budget already covers any costs associated with Butler’s services at the TOP locations; and student tuition and fees fund all Early Childhood Education courses offered at TOP locations. Therefore, no additional funding source is needed.

Submitted by: Cathy Gray, Lead Instructor of Early Childhood Education
Supervisor: Dr. Julio Guerrero, Dean of Health, Education, and Public Services
Date: April 23, 2024

MEMORANDUM OF UNDERSTANDING

by and between:

BUTLER COMMUNITY COLLEGE
and
THE OPPORTUNITY PROJECT (TOP) EARLY LEARNING CENTERS

This Memorandum of Understanding (“MOU”), entered into on July 1, 2024, by and between BUTLER COMMUNITY COLLEGE, hereinafter called (“THE COLLEGE”) and THE OPPORTUNITY PROJECT EARLY LEARNING CENTERS, hereinafter called (“TOP”) is designed to establish and maintain a working relationship between THE COLLEGE and TOP to support students who are taking courses for a degree or a certificate in Early Childhood Education.

THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. GENERAL TERMS

1. The term of this MOU will begin on July 1, 2024 and will end at the conclusion of the 2028-2029 academic year.
2. THE COLLEGE will be the provider of the Early Childhood Education courses for students who have met the following two criteria:
 - the student has applied to THE COLLEGE and has been admitted prior to the start of the course; and
 - the student has completed the TOP initial employee application.
3. THE COLLEGE reserves the right to refuse admittance to students.

B. THE COLLEGE’S OBLIGATIONS

4. THE COLLEGE will provide onsite admission and enrollment services, as necessary for TOP employees in the Early Childhood program.
5. THE COLLEGE will provide onsite placement testing, as necessary for TOP employees in the Early Childhood program.
6. THE COLLEGE will provide onsite financial aid counseling and FAFSA assistance, as necessary for TOP employees in the Early Childhood Education program.
7. THE COLLEGE will provide the instruction for onsite Early Childhood Education courses for Butler Early Childhood degrees and certificates.
8. THE COLLEGE will cover the operational and salary costs associated with the Early Childhood Education courses.
9. THE COLLEGE will provide scholarship opportunities through the Butler Foundation for eligible TOP employees in the Early Childhood Education program.

10. THE COLLEGE will follow TOP's policies and procedures for facilities use.

11. THE COLLEGE shall occupy assigned classrooms during scheduled times.

C. TOP'S OBLIGATIONS

12. TOP will provide space to carry out THE COLLEGE'S onsite services, as needed.

13. TOP will provide classroom space for Butler Early Childhood Education courses during mutually agreed upon times and at mutually agreed upon locations.

14. TOP will provide scholarship opportunities via the Downing Foundation for qualified employees (TOP full time employees will receive up to \$550 per fall and spring semester, and up to \$275 per summer semester for tuition, fees and books, if necessary).

D. EQUIPMENT SHARING

15. All furniture, furnishing, equipment, supplies, and technology that are THE COLLEGE'S or have been paid for by THE COLLEGE will remain the property of THE COLLEGE.

16. All furniture, furnishing, equipment, supplies, and technology that are TOP'S or have been paid for by TOP will remain the property of TOP.

E. INSURANCE

17. Each party hereto is responsible for obtaining general liability insurance and insurance coverage on all its personal property.

18. Each party shall provide proof of insurance to the other party on an annual basis.

F. MUTUAL INDEMNITY CLAUSE

19. THE COLLEGE agrees to save and hold harmless TOP from any and all claims, demands, costs and damages arising out of THE COLLEGE's use of TOP'S premises. The parties shall carry liability insurance in an amount agreed to by both parties. TOP shall appear as an additional insured on THE COLLEGE'S policy. THE COLLEGE will be responsible to secure and maintain personal property insurance on the equipment owned by THE COLLEGE. TOP shall not hold harmless or indemnify any third party beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

G. SETTLEMENT OF DISPUTES

20. In the event that any dispute should arise between THE COLLEGE and TOP, THE COLLEGE'S Lead Instructor of Early Childhood Education Department and a TOP

“designee” shall attempt to resolve the conflict. In the event they are unsuccessful then the Dean of Health, Education and Public Service and the Executive Director of TOP will facilitate use of approved college policies to attempt to resolve the dispute.

H. SAVINGS CLAUSE

21. If any provision of this MOU is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this MOU will remain enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding in duplicate, each to be treated as an original the day and year first above written.

Butler Community College

The Opportunity Project

President, Butler Community College

Executive Director, The Opportunity Project

Printed Name

Printed Name

Date

Date

TOPIC for ACTION
Emergency Medical Technician Course in Council Grove, Kansas

REPORT:

The Butler Community College Fire & EMS Education Department is seeking Board approval to offer its FS 212 - Emergency Medical Technician (EMT) course at the Morris County EMS Building in Council Grove, Kansas.

Fire & EMS Education is prepared to offer an EMT section in a 16-week format starting in August 2024. The agreement will end at the conclusion of 2024-25 academic year.

Morris County has agreed to offer Butler Community College space and all necessary resources for the College to be able to teach at the Morris County EMS Building in Council Grove. In addition, the College already has all the required equipment, supplies, instructional materials, and faculty. Therefore, there will be no increased cost to the institution to offer the EMT course in Council Grove.

RECOMMENDED ACTION:

Board approval to allow Fire & EMS Education to offer the FS 212 - EMT course in Council Grove, Kansas.

RECOMMENDED FUNDING SOURCE:

Student tuition and fees currently fund FS 212; no additional funding source is needed.

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

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

Date: April 30, 2024

MEMORANDUM OF UNDERSTANDING

by and between:

BUTLER COMMUNITY COLLEGE
and
MORRIS COUNTY, KANSAS

Emergency Medical Technician Course

This Memorandum of Understanding (“MOU”), entered into on August 1, 2024 by and between BUTLER COMMUNITY COLLEGE, hereinafter called (“THE COLLEGE”) and MORRIS COUNTY, KANSAS, hereinafter called (“THE COUNTY”) to allow THE COLLEGE’S Fire & EMS Education Department to offer its FS-212 Emergency Medical Technician (“EMT”) course at THE COUNTY’S Emergency Medical Services (EMS) Building in Council Grove, Kansas.

THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. GENERAL TERMS

4. The term of this MOU will begin on August 1, 2024 and will end at the conclusion of the 2024-2025 academic year. THE COLLEGE will offer the FS-212 Emergency Medical Technician (EMT) course in a 16-week format in the Fall 2024 semester.
5. Both THE COUNTY and THE COLLEGE will actively support and promote THE COLLEGE’S EMT course at the THE COUNTY’S EMS building in Council Grove, Kansas.
6. THE COLLEGE will be the provider of the EMT course at THE COUNTY’S EMS Building for students who have met the following two criteria:
 - the student has applied to THE COLLEGE and has been admitted prior to the start of the course; and
 - the student has enrolled in the course through THE COLLEGE’S Advising and Enrollment system.
7. THE COLLEGE reserves the right to refuse admittance to student.
8. Both THE COUNTY and THE COLLEGE will cooperate to generate operational efficiencies, whenever feasible.

J. THE COUNTY’S REQUIREMENTS

9. THE COUNTY will make space available to THE COLLEGE in THE COUNTY’S EMS Building in Council Grove, Kansas starting August 1, 2024. The space shall include:
 - a. Classroom instructional space equipped with a projector, audio/video equipment, and capacity to connect to a laptop computer;
 - b. limited space for instructional equipment storage; and

c. shared lab space based on scheduling and availability.

10. THE COUNTY will provide THE COLLEGE with internet access via wired and/or wireless connections, and troubleshoot and make internet repairs as needed.
11. THE COUNTY will work with THE COLLEGE'S Chair of the Fire & EMS Education Department to determine equipment and technology needs.
12. THE COUNTY shall be solely responsible for paying all utilities, including water, sewer, gas, electricity, custodial services and products, trash removal, basic maintenance, and general supplies, that arise out of and become due in connection with its facility.

K. THE COLLEGE'S REQUIREMENTS

13. THE COLLEGE will complete all necessary paperwork to offer the EMT course at THE COUNTY'S EMS building in Council Grove, Kansas.
14. THE COLLEGE will provide all equipment necessary to offer its EMT course at THE COUNTY'S EMS Building in Council Grove, Kansas and will retain all equipment at the end of term.
15. THE COLLEGE will provide the instruction and pay for the operational and salary costs associated with the EMT course.
16. THE COLLEGE will keep tuition and fees, state aid, grants, and other sources of revenue generated from the EMT course, in addition to all credit hour production generated by the course.
17. THE COLLEGE will follow THE COUNTY'S policies and procedures for facilities use.

L. THE COLLEGE'S USE OF THE FACILITY

18. THE COLLEGE shall occupy assigned classrooms during scheduled times and when available during all hours, daytime, evening, and weekends. THE COLLEGE may use additional classrooms at THE COUNTY'S EMS Building in Council Grove, Kansas provided the classrooms are not being used by THE COUNTY.
19. THE COLLEGE is not allowed to sublease or allow usage of THE COUNTY'S facility or any of the equipment within the facility referenced within this MOU by any "For Profit" entity.

M. EQUIPMENT SHARING

20. All furniture, furnishing, equipment, supplies, mannequins, technology and electronic and hard-bound library materials that are THE COLLEGE'S or have been paid for by THE COLLEGE will remain the property of THE COLLEGE.

21. All furniture, furnishing, equipment, supplies, mannequins, technology and electronic and hard-bound library materials that are THE COUNTY'S or have been paid for by THE COUNTY will remain the property of THE COUNTY.

N. INSURANCE

22. Each party hereto is responsible for obtaining general liability insurance and insurance coverage on all its personal property.

23. Each party shall provide proof of insurance to the other party on an annual basis.

O. MUTUAL INDEMNITY CLAUSE

24. THE COLLEGE agrees to save and hold harmless THE COUNTY from any and all claims, demands, costs and damages arising out of THE COLLEGE's use of THE COUNTY'S premises. The parties shall carry liability insurance in an amount agreed to by both parties. THE COUNTY shall appear as an additional insured on THE COLLEGE'S policy. THE COLLEGE will be responsible to secure and maintain personal property insurance on the equipment owned by THE COLLEGE. THE COUNTY shall not hold harmless or indemnify any third party beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

P. SETTLEMENT OF DISPUTES

25. In the event that any dispute should arise between THE COUNTY and THE COLLEGE, THE COLLEGE'S Chair of the Fire & EMS Education Department and THE COUNTY'S "designee" shall attempt to resolve the conflict. In the event they are unsuccessful then the President of THE COLLEGE and the Chairman of THE COUNTY's Board of Commissioners will facilitate use of approved College and County policies to attempt to resolve the dispute.

Q. SAVINGS CLAUSE

26. If any provision of this MOU is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this MOU will remain enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding in duplicate, each to be treated as an original the day and year first above written.

By: _____
XXXXX
Morris County Board of Commissioners

By: _____
Dr. Kimberly Krull, President
Butler Community College

Date:

Date: _____

| |
|------------------|
| PERSONNEL |
|------------------|

TOPIC for ACTION
Full-Time English Instructor

REPORT:

To cover the full-time course load due to retirements, the English Department recommends Hannah Hornung for the full-time English Instructor position on the Butler of Rose Hill Campus.

RECOMMENDED ACTION:

The Board approve Hannah Hornung as full-time English instructor beginning August 1 to cover unstaffed hours due to retirements at a salary of \$49,000 plus benefits.

RECOMMENDED FUNDING SOURCE:

English Department General Fund

Submitted by: Dr. Troy Nordman, Dean of Humanities, Social & Behavioral Sciences

Supervisor: Dr. Heather Rinkenbaugh & Dr. Phil Speary, Co-Interim VPA

Date: April 23, 2024

TOPIC for ACTION
Full-Time English Instructor

REPORT:

To cover the full-time course load due to retirements, the English Department recommends Amanda Hash for the full-time English Instructor position on the Butler of Andover Campus.

RECOMMENDED ACTION:

The Board approve Amanda Hash as full-time English instructor beginning August 1 to cover unstaffed hours due to retirements at a salary of \$50,200 plus benefits.

RECOMMENDED FUNDING SOURCE:

English Department General Fund

Submitted by: Dr. Troy Nordman, Dean of Humanities, Social & Behavioral Sciences
Supervisor: Dr. Heather Rinkenbaugh & Dr. Phil Speary, Co-Interim VPA
Date: April 23, 2024

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 |

MONTHLY STATEMENT OF REVENUES AND EXPENDITURES

Butler Community College
Statement of Revenue, Expenditures, Other Changes
As of 4/30/2024

FISCAL YEAR 24, PERIOD 10
OPERATING FUNDS

| | 2024 | | | | 2023 | | | |
|--|--------------------|-------------------|-------------------------|----------------------|--------------------|-------------------|-------------------------|----------------------|
| | Budget | Actual | Variance (Over)Under | Percent of Budget | Budget | Actual | Variance (Over)Under | Percent of Budget |
| REVENUES: | | | | | | | | |
| Tuition/Fees | 18,249,603 | 18,069,840 | 179,763 | 99.01% | 17,964,924 | 17,649,154 | 315,770 | 98.24% |
| Local Sources | 14,258,235 | 8,832,746 | 5,425,489 | 61.95% | 14,250,037 | 9,084,547 | 5,165,490 | 63.75% |
| State Sources | 19,760,160 | 19,760,160 | 0 | 100.00% | 19,251,731 | 19,251,731 | 0 | 100.00% |
| Auxiliary Sources | 19,600 | 16,160 | 3,440 | 82.45% | 17,781 | 19,600 | (1,819) | 110.23% |
| Other Sources | 1,585,806 | 1,297,364 | 288,442 | 81.81% | 990,405 | 685,861 | 304,544 | 69.25% |
| Transfers | 82,134 | 82,134 | 0 | 100.00% | 82,134 | 82,134 | 0 | 100.00% |
| TOTAL REVENUES: | 53,955,538 | 48,058,404 | 5,897,133 | 89.07% | 52,557,012 | 46,773,028 | 5,783,984 | 88.99% |
| EXPENSES: | | | | | | | | |
| Instruction | 15,874,999 | 11,849,263 | 4,025,735 | 74.64% | 15,984,338 | 11,737,281 | 4,247,057 | 73.43% |
| Other Expenditures | 0 | 0 | 0 | 0.00% | 0 | 0 | 0 | 0.00% |
| Academic Support | 3,836,512 | 2,730,410 | 1,106,102 | 71.17% | 3,712,627 | 2,613,703 | 1,098,924 | 70.40% |
| Student Services | 7,349,662 | 5,484,068 | 1,865,595 | 74.62% | 6,957,644 | 5,224,217 | 1,733,427 | 75.09% |
| Institutional Support | 21,421,231 | 16,749,367 | 4,671,864 | 78.19% | 19,158,396 | 15,011,889 | 4,146,506 | 78.36% |
| Physical Plant Operations | 3,885,673 | 2,680,294 | 1,205,380 | 68.98% | 3,262,763 | 2,722,770 | 539,993 | 83.45% |
| Student Financial | 3,427,004 | 3,400,721 | 26,283 | 99.23% | 3,325,521 | 3,243,999 | 81,522 | 97.55% |
| Auxiliary Enterprise | 0 | 0 | 0 | 0.00% | 0 | (682) | 682 | 0.00% |
| TOTAL EXPENSES: | 55,795,082 | 42,894,123 | 12,900,959 | 76.88% | 52,401,288 | 40,553,177 | 11,848,111 | 77.39% |
| 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 | 698,273 | (86,000) | 114.05% | 612,273 | 612,273 | 0 | 100.00% |
| TOTAL TRANSFERS: | 1,984,181 | 1,708,025 | 276,156 | 86.08% | 1,986,381 | 1,340,326 | 646,055 | 67.48% |
| NET INCREASE/DECREASE IN NET ASSETS | (3,823,725) | 3,456,257 | | | (1,830,657) | 4,879,525 | | |
| Fund Balances, Beginning of year | 10,555,722 | 10,555,722 | | | 10,104,279 | 10,104,279 | | |
| Fund Balances, End of Period | <u>6,731,997</u> | <u>14,011,979</u> | | | <u>8,273,622</u> | <u>14,983,804</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
MAY 2024**

| | | |
|-------------------------------------|---|--|
| 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 |
| 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 |

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

| | | |
|---------------------------------------|---|--|
| 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 |
| August Board Finance Committee | Tuesday, August 13, 2024; 3:30pm President's Conference Room | Dave Sherrer Mary Martha Good |
| August Board Meeting | Tuesday, August 13, 2024; 4:30pm Dankert Trustee Board Room | ALL TRUSTEES |
| August Work Session | Monday, August 26, 2024; 4:30pm Dankert Trustee Board Room | ALL TRUSTEES |

ACTIVITY CALENDAR

| | | |
|--|-------------------------------------|---------|
| Finals Week | Monday, May 6 – Friday, May 10 | All Day |
| Nurse's Pinning Ceremony | Thursday, May 9 | 7:00pm |
| Honors & Awards Ceremony | Friday, May 10 | 1:30pm |
| Commencement | Friday, May 10 | 7:00pm |
| End of Semester BBQ – Andover | Monday, May 13 | 11:30am |
| End of Semester BBQ – El Dorado | Tuesday, May 14 | 11:30am |
| NJCAA Outdoor Track and Field Championships – Men & Women | Thursday, May 16 – Saturday, May 18 | All Day |
| Memorial Day Holiday – Offices Closed | Monday, May 27 | All Day |
| Kansas Association of Community Colleges Quarterly Meeting | Thursday, May 30 – Saturday, June 1 | TBA |

EXECUTIVE SESSION

MOTION: Trustee _____

Madam. 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 30 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 _____

Madam Chair,

I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

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