

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING**
4:30 p.m., Tuesday, June 11, 2024 – Dankert Trustee Board Room
Watch Live via <http://www.butlercc.edu/bctv>

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 (4:40pm)**
If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3b36GXi>
- VI. **STANDING REPORTS (4:45pm)**
 - A. Student Government Association Report
 - 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. Education Facilities Authority Report –Linda Jolly, Dave Sherrer
 - G. KACC Quarterly Report – Mary Martha Good, Kim Krull
 - H. President’s Report – Kim Krull
- VII. **MONITORING REPORTS (5:10pm)**
 - A. [Academic Support & Effectiveness](#) (Speary) -----4
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
 - A. [Deferred Maintenance](#) (Williams) (5:20pm) -----21
 - B. [Property & Liability Insurance – KICS Renewal](#) (Williams) (5:30pm) ----- 25
- IX. **BOARD ACTION ITEMS**
 - A. [Negotiated Agreement](#) (Stultz) (5:40pm) -----27
 - B. [Online Teaching/Instructional Design & Online Corporate Training/Instructional Design Certificates](#) (Dass) (5:55pm) ----- 34
 - C. [Retirement of Linda Jacobelli](#) (Stultz) -----38

X.	CONSENT AGENDA (6:05pm)	
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	D. Ratification of Agreements and Contracts	
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	C. MOA – Local Area IV Workforce Development Board and Local Area IV Eligible Education/Training & Apprenticeship Providers (Krause)	-----54
	D. Annual Microsoft License Renewal (Byram)	-----58
	E. Annual ServiceNow Renewal (Byram)	-----63
	F. Advanced Practice Registered Nurse Agreement (Sharp)	-----72
	G. RN/Collaborating Physician Practice Agreement (Sharp)	-----76
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	A. Payment of Claims (Hackler)	-----103
	F. Personnel	
	A. Full-Time Ethics, Philosophy and Religion Instructor (Craig)	-----104
	B. Head Men’s Basketball Coach (Carter)	-----105
XI.	SUPPLEMENTAL INFORMATION (6:10pm)	
	A. Key Performance Indicators Update (Mohammad)	-----106
	B. Monthly Statement of Revenue & Expenditures (Potter)	-----107
	C. Thank You Notes	-----109
	D. Board Calendars	-----110
XII.	EXECUTIVE SESSION (6:15pm)	-----112
XIII.	ADJOURNMENT (7:15pm)	-----113

JUNE BOARD RECOGNITIONS

None.

MONITORING REPORTS - Academic Support and Effectiveness

**BOARD OF TRUSTEES REPORT
DIVISION of ACADEMIC SUPPORT AND EFFECTIVENESS
June 2024**

Dean: Dr. Phil Speary

Academic Scheduling & Assessment Coordinator: Zach Cannady

The Academic Support and Effectiveness Division consists of diverse departments whose mission is to provide academic programs and services to students and faculty which support their work and promote their success both inside and outside the classroom. The Division of Academic Support and Effectiveness encompasses Adult Education, the Advancement Via Individual Determination (AVID) Program coordination, Honors/Phi Theta Kappa, Personal Development courses (which include the Pathways PDX courses for various AA, AS, and AAS degrees), and Tutoring programs. Each of these support programs and services are part of a best practice system of academic support for a community college and address standard accreditation expectations. The ASE Dean serves as academic administrative consultant for the Curriculum Team. The ASE Dean supervises the revision of all degree maps which includes compliance with state-wide General Education framework. The Division of Academic Support and Effectiveness is responsible for coordination of institutional evaluation of the effectiveness of the college's academic programs. This includes the development, implementation and supervision of all academic assessment and academic continuous quality improvement (CQI) (Institutional General Education Assessment, program learning outcomes assessment, departmental academic assessment, and Learning PACT individual student assessment) throughout the institution. The ASE Division continues to assist the VPA in coordinating the ongoing implementation of degree and certificate Pathways with all the other academic divisions and Student Services. The Division Dean as Accreditation Liaison Officer has a major role in all HLC responsibilities and coordinating efforts with the Office of Institutional Research and Effectiveness relative to Butler's Institutional Effectiveness Planning, PROVIDE, and other accreditation reports. Being a resources and services division, ASE is successfully collaborating with all other academic divisions and Student Services. In addition, the organization of the Division promotes sharing and collaboration among all its directors and departments with the overarching goal of supporting student success.

Adult Education**Director: Sherry Watkins****Transition Coach: Heidi Davison****Full Time Instructors: Pam Cannon; Chrissy Unruh; Richard Jones; Andrea Black****Part Time Instructors: Valecia Vogts-Scribner; Megan Crosley****Office Manager: Krysty Schneweis*****Program Mission***

Adult Education designs and delivers programs and services that meet the basic education, High School Equivalency (HSE) testing, English Language Literacy, and transition needs of students as part of the Federal and State Adult Education and Family Literacy Act (AEFLA) Grant as part of the WIOA legislation.

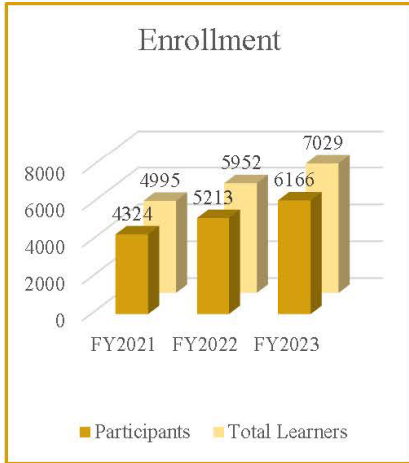
Key processes

- Provide on-site, outreach, blended learning, and online learning options for academic skills instruction at multiple levels (basic to advanced) and in multiple subject areas, which also includes work readiness, college preparation, and basic technology skills, as well as Language Arts and Math.
- Provide rigorous academic instruction that aligns with college level skills and support services preparing students for transition to postsecondary education.
- Development of partnerships in the region.
- Collect and analyze student data using AESIS, the web-based Kansas Adult Education collection and reporting software for data collected under the federal National Reporting System (NRS).
- Write and manage the Adult Education Family Literacy Act (AEFLA) grant along with Kansas Board of Regents program quality indicators.

Goals

- Increase the number of employer partners receiving services (classes for employees)
- Increase the number of students that transition to Butler Community College
- Increase participants' total outcomes for State and Federal reporting
- Increase the number of Indicators of Quality Adult Education Programs standards

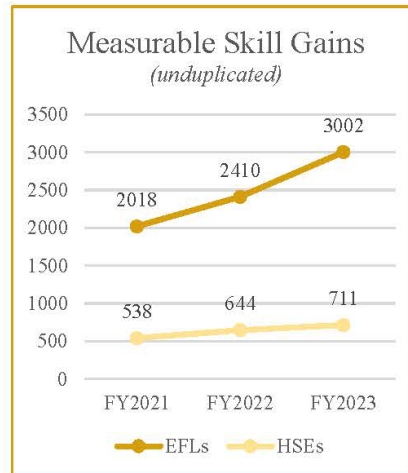
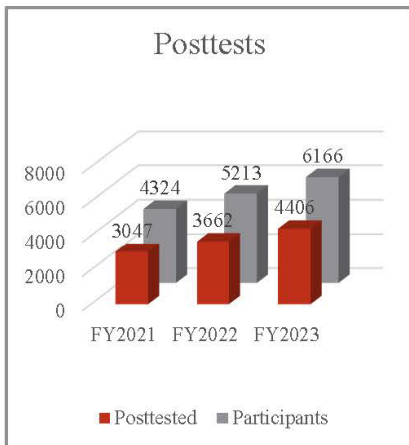
Kansas Adult Education (AE) Enrollment and Outcomes



Learners = all enrollees
Participants = learners with 12+ hours

Program Type	FY2021	FY2022	FY2023
ABE ¹	2747	2923	3118
ASE ²	70	61	76
ELA ³	1507	2229	2972
¹ Adult Basic Education (Levels 1-4)			
² Adult Secondary Education (Levels 5-6)			
³ English Language Acquisition (Levels 7-12)			

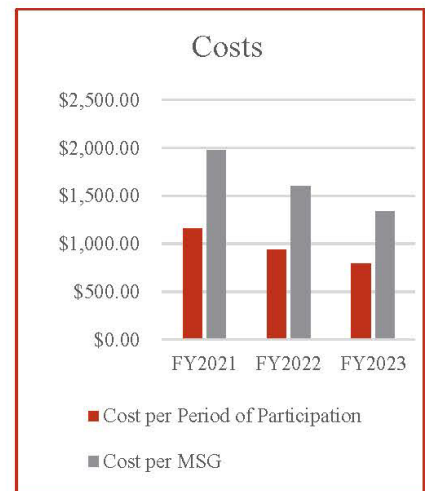
Attendance	FY2021	FY2022	FY2023
Total Hours	373,447	459,310	584,038
Mean Hours	86.37	88.11	94.72



Posttests are a way to measure progress and can lead to an Educational Functioning Level (EFL) gain.

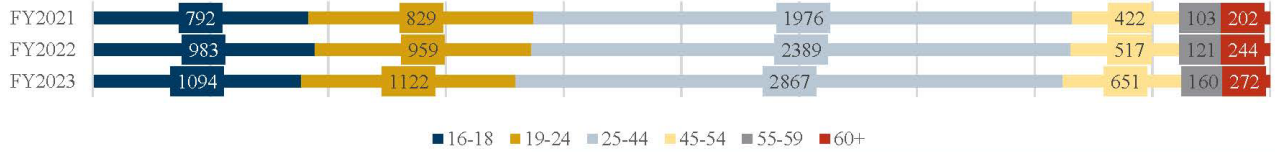


Primary Indicators	FY2021	FY2022	FY2023
	State	State	State
Employment 2 nd Qtr. After Exit	58%	60.4%	56%
Employment 4 th Qtr. After Exit	53.3%	52.9%	55.3%
Median Earnings	\$5510.41	\$5874.08	\$6634.89
Credential Attainment	35.5%	33.3%	27.9%
Measurable Skill Gains (MSGs)	58.8%	58.6%	59.6%
National Averages	FY2021	FY2022	FY2023
Employment 2 nd Qtr. After Exit	36.83%	40.34%	TBD
Employment 4 th Qtr. After Exit	35.23%	36.37%	TBD
Median Earnings	\$4850.87	\$5419.75	TBD
Credential Attainment	34.15%	33.68%	TBD
Measurable Skill Gains (MSGs)	39.63%	42.66%	TBD

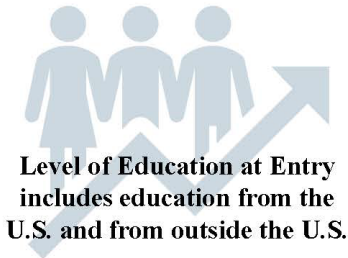
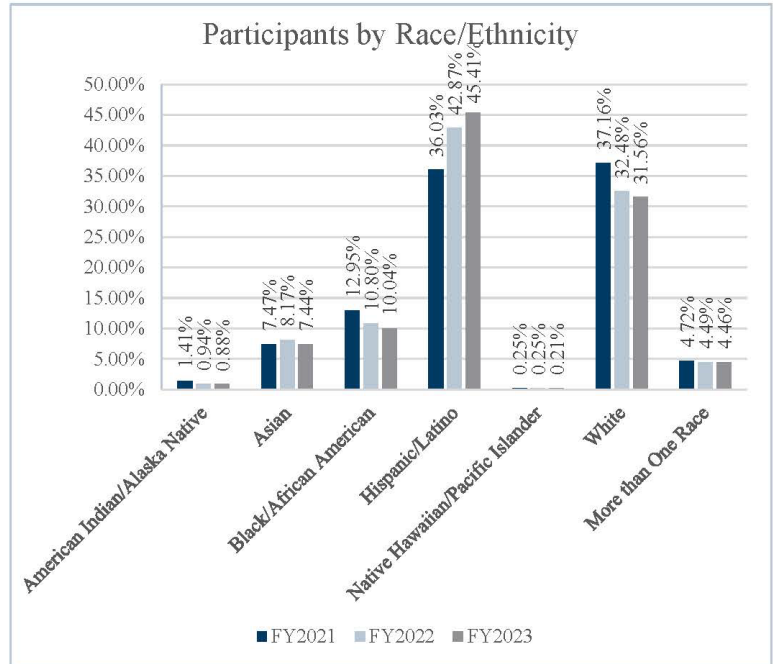


Kansas Adult Education (AE) Participant Characteristics

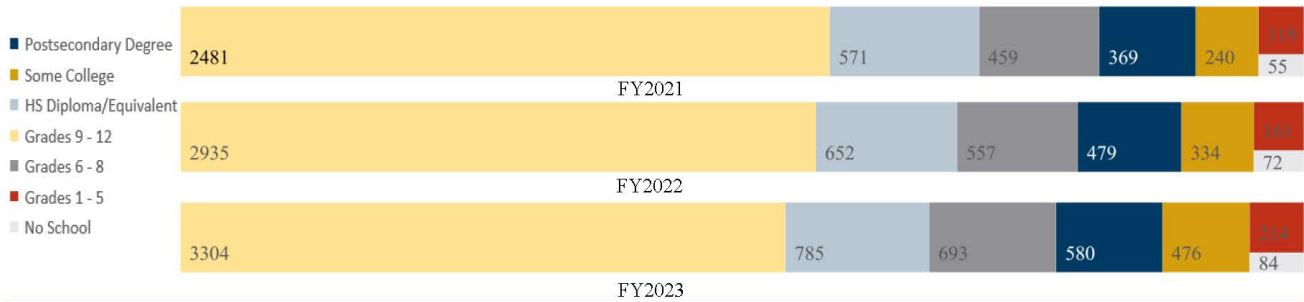
Participants by Age



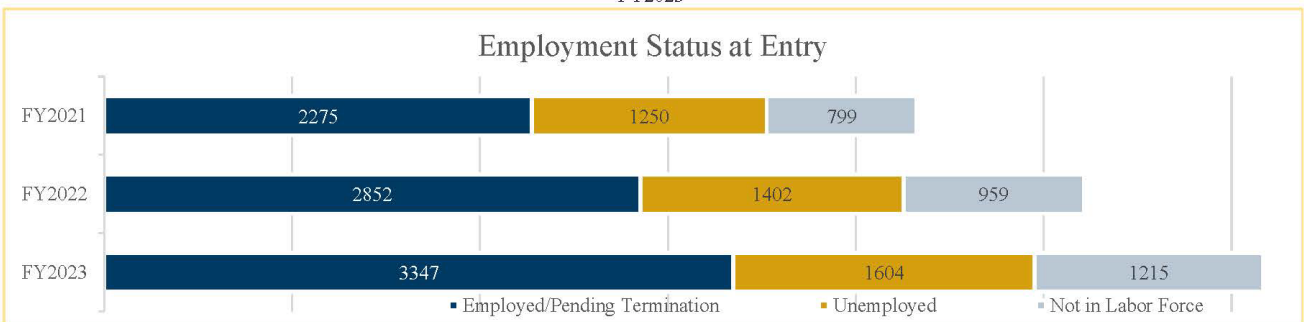
Participants by Gender	Female	Male
FY2021	2295	2029
FY2022	2796	2417
FY2023	2925	3241



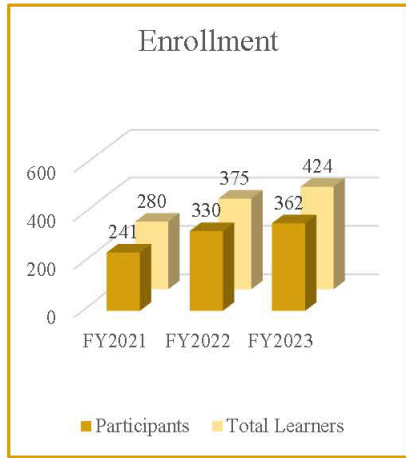
Level of Education at Entry



Employment Status at Entry



Butler Community College AE Enrollment and Outcomes

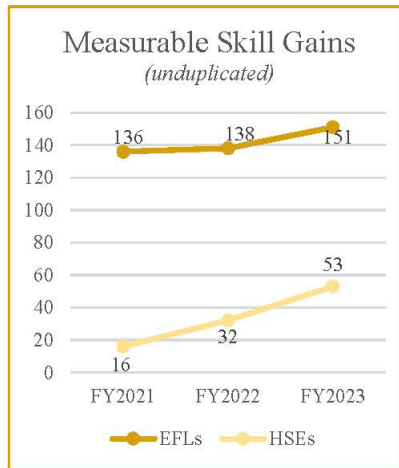
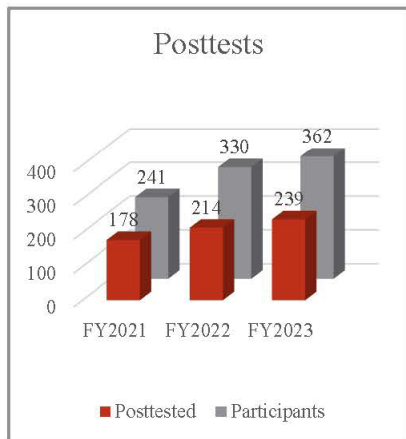


Learners = all enrollees

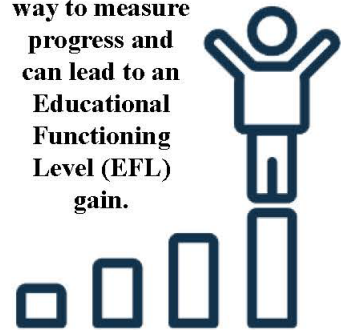
Participants = learners with 12+ hours

Program Type	FY2021	FY2022	FY2023
ABE ¹ / ASE ²	119	182	211
ELA ³	122	148	151
¹ Adult Basic Education (Levels 1-4)			
² Adult Secondary Education (Levels 5-6)			
³ English Language Acquisition (Levels 7-12)			

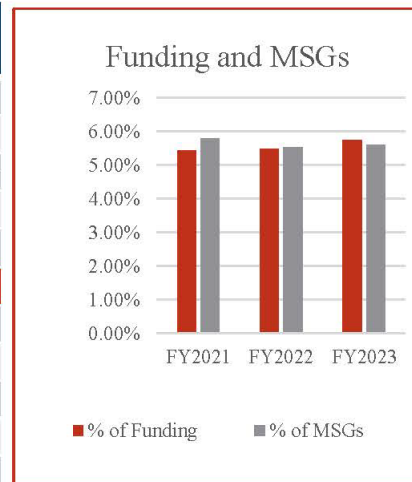
Attendance	FY2021	FY2022	FY2023
Total Hours	20,788	22,932	26,651
Mean Hours	86.26	69.49	73.62



Posttests are a way to measure progress and can lead to an Educational Functioning Level (EFL) gain.

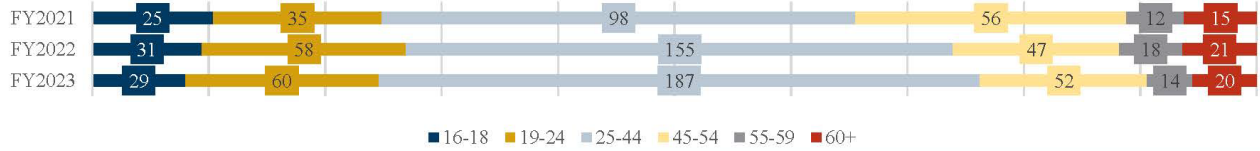


Primary Indicators	FY2021 State	FY2022 State	FY2023 State
Employment 2 nd Qtr. After Exit	58%	60.4%	56%
Employment 4 th Qtr. After Exit	53.3%	52.9%	55.3%
Median Earnings	\$5510.41	\$5874.08	\$6634.89
Credential Attainment	35.5%	33.3%	27.9%
Measurable Skill Gains (MSGs)	58.8%	58.6%	59.6%
Program Primary Indicators	FY2021	FY2022	FY2023
Employment 2 nd Qtr. After Exit	63.86%	50.68%	40.31%
Employment 4 th Qtr. After Exit	53.95%	53.64%	44.97%
Median Earnings	\$4684.32	\$5814.89	\$5663.15
Credential Attainment	53.13%	47.83%	4.35%
Measurable Skill Gains (MSGs)	62.8%	51.4%	56.2%

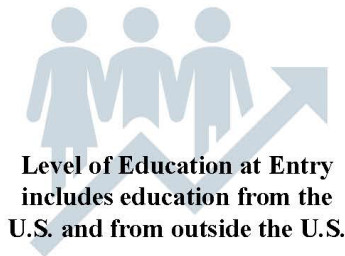
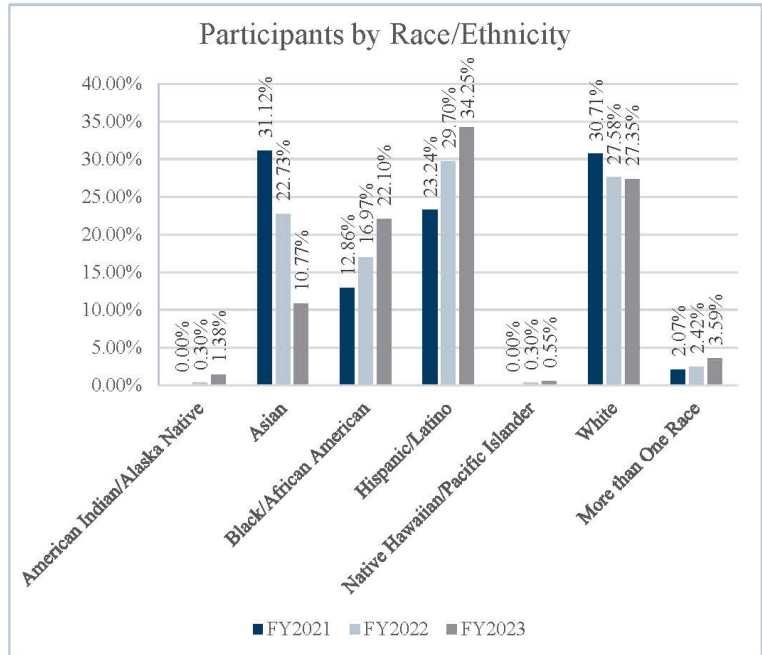


Butler Community College AE Participant Characteristics

Participants by Age

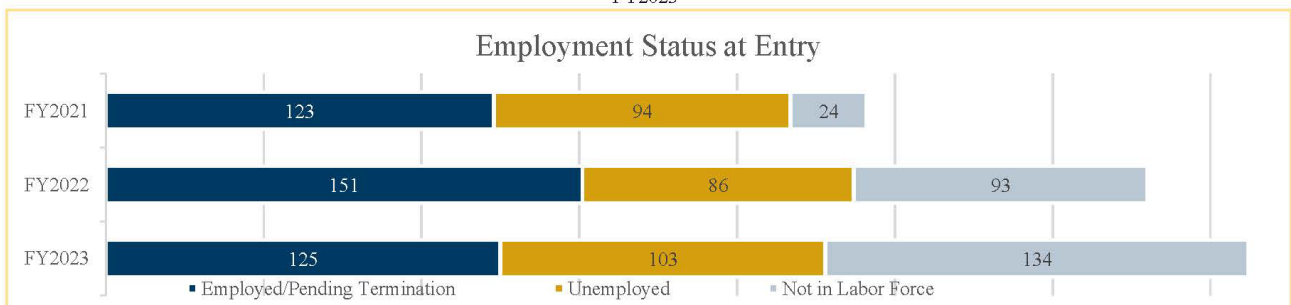
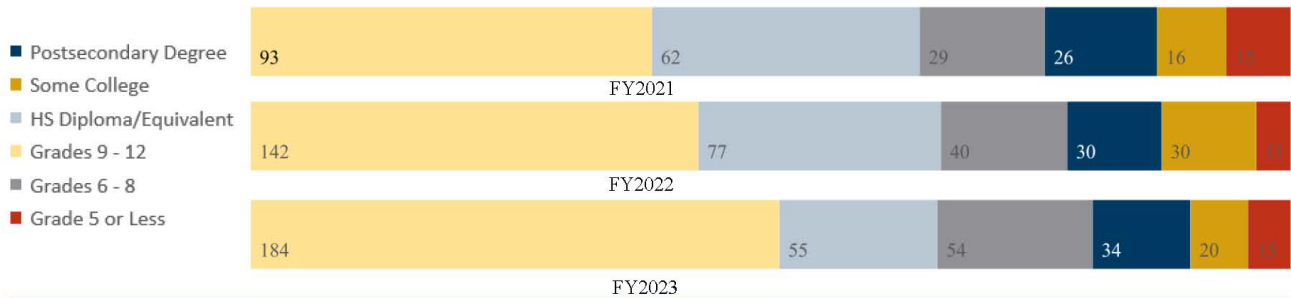


Participants by Gender	Female	Male
FY2021	136	105
FY2022	137	193
FY2023	114	248



Level of Education at Entry includes education from the U.S. and from outside the U.S.

Level of Education at Entry



Assessment**Director: Dean, Dr. Phil Speary****Assessment Coordinator: Zach Cannady*****Unit mission***

The Office of Assessment operates as part of the functions of the Office of the Dean of Academic Support & Effectiveness and supervises the assessment of student learning achievement at the college-wide, program-specific, and discipline-specific levels to assist the faculty in the improvement of student learning and to facilitate the college's meeting of external assessment expectations. The Office of Assessment serves as a consultant and facilitator to the units of the Division of Academics in the evaluation and improvement of the effectiveness of Butler's academic units. A principal focus for assessment efforts continues to be the facilitation of Program Pathway Learning Outcome Assessment as required by HLC to meet HLC criterion 4 expectations. The Office of Assessment continues to work with several departments to expand Co-Curricular Student Learning Outcomes Assessment in accordance with new HLC guidelines.

Key unit processes

- Assist in design of assessment tools and procedures
- Process assessment data generated by faculty and staff
- Prepare assessment data reports for faculty, administration, and external agencies
- Assist in administration and faculty/staff analysis of assessment data
- Facilitate as a consultant for the evaluation of the effectiveness of academic processes

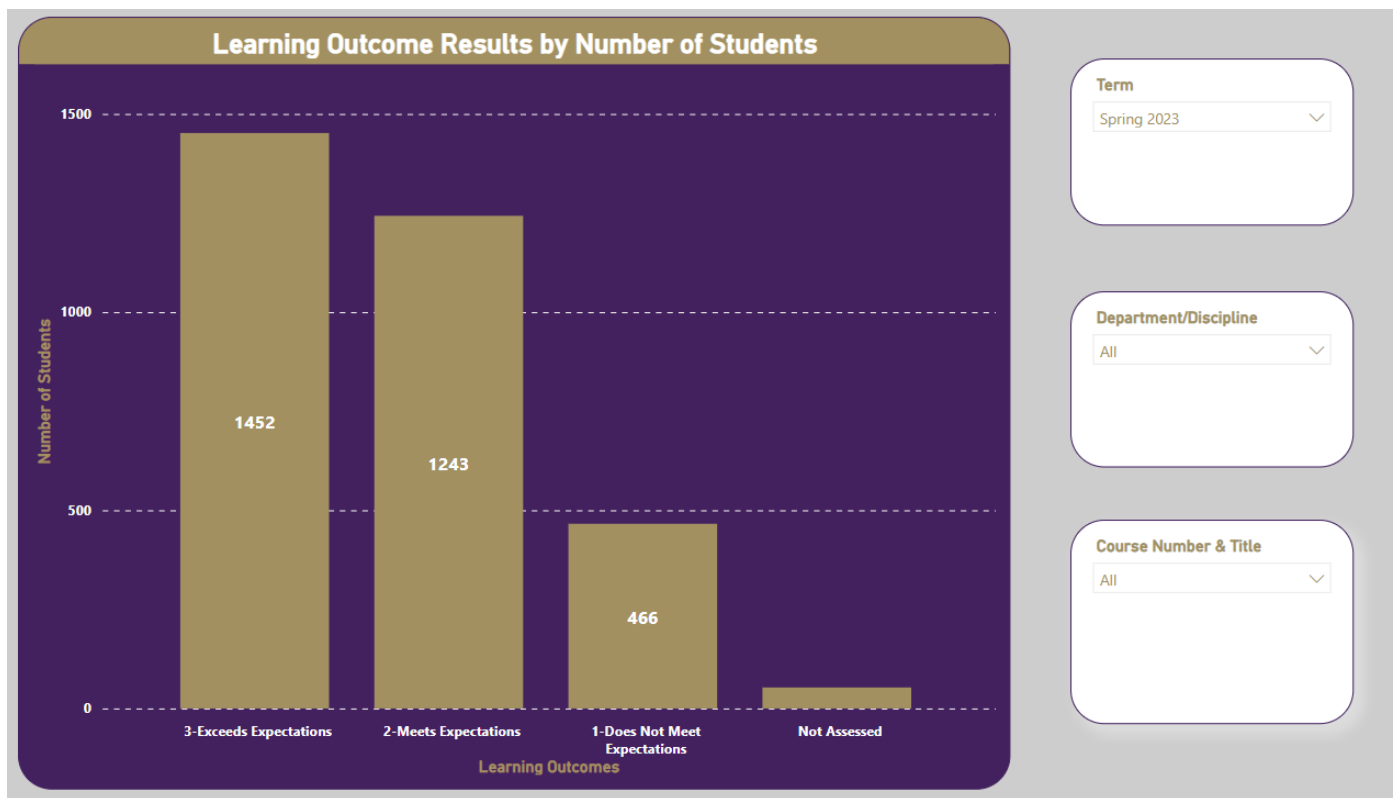
Department Highlights of 2023-2024

- Began full implementation of assessment data dashboard for program learning outcomes for each of the Pathway degree programs
- Systematically assessed student achievement for those program learning outcomes on an ongoing basis (1st & 3rd semesters- F23; 2nd & 4th semesters- S24)
- Used that assessment data for analysis to generate targeted strategies for improvement in learning.
- Evaluated the effectiveness of those strategies through subsequent outcome assessment
- Principal discipline faculty assess the program learning outcomes at the course level based on the existing course learning outcomes from the milestone courses in their pathway. Those outcomes have been assessed using the MSAT already identified for the course. Assessment is administered through the Canvas course shells.
- Worked with the Associate Dean of Humanities & Social Sciences and faculty, coaching staff, and Coordinator of Tutoring to implement the third year of Co-Curricular Student Learning Outcomes Assessment in accordance with HLC guidelines.
- Course learning assessment, department learning assessment, and institution-wide PACT learning assessment use the data drawn from this process for those levels of learning assessment.
- Institutional Learning PACT outcome data derives from the alignment of program outcomes to PACT outcomes.

Goals

- During Fall 2024 PDD, the faculty will discuss the implementation of a scheme of institutional Learning PACT based on the new state-wide gen ed framework.

- All faculty teaching that term's milestone courses in the bucket system will begin the next phase of assessment by administering those MSATs and submitting the assessment data for those MSAT assessments through their Canvas shells.
- Faculty will determine targets for improvement and strategies to implement to achieve that improvement which will be implemented before the next assessment of the specific program learning outcomes being assessed.
- A team from Academics and Athletics will expand implementation of co-curricular learning outcome assessment following new HLC guidelines.
- The Faculty Learning Assessment Team will continue to assess the assessment process to provide institutional overview of PACT, PPLO, department, individual course, and co-curricular assessment and revise processes based on HLC requirements and recommendations.



AVID**Co-Liaisons: Dr. Phil Speary, Shannon Covert****Chair: Cory Teubner*****Unit Mission***

The mission of the Butler Advancement Via Individual Determination (AVID) program is to facilitate a transformative model for student success across the curriculum that focuses on engaging pedagogy, faculty development, student tutoring and student support services. AVID aims to help students take on greater personal responsibility for managing their own academic success and ultimately to improve student learning, retention, and completion.

Key unit processes

- Facilitate communication and alignment among the Academic, Student Services, Financial, and Executive Division for all AVID initiatives. Develop and maintain a budgetary plan for the AVID program at the college.
- Equip all full-time faculty, adjunct faculty, and student services personnel with AVID strategies.
- Supervise the development of curriculum for 1st-year seminar course(s) and create enrollment strategy for cohort group.
- Work with Butler councils, committees, and teams to integrate AVID student engagement strategies into their initiatives and projects.
- Establish and maintain a sustainable basis for data collection and reporting, project evaluation, and deeper research into the efficacy of AVID at Butler.

Department Highlights of 2023-2024

- Butler is completing its 11th-year of participation in the AVID in Higher Education (AHE) program at the college. Butler has been recognized by the AVID in Higher Ed organization for its outstanding advancement of all essential elements of the AVID AHE program.
- The AVID Site Team expanded to include the BCC Marketing department and began to develop marketing strategy to recruit students from local schools with AVID programs.
- The AVID Site Team contacted AVID regional leaders to pursue development of partnerships with local and regional schools with strong AVID programs for professional development and coordination of student learning.
- Completed first phase of a two-part survey of engaged learning practices at BCC.
- The FDT integrated AVID student engagement strategies into its training of faculty for all modes of delivery. (including numerous PDD/IDD breakouts, 2nd Saturday sessions, New Faculty Orientation, New Adjunct Orientation)
- Academic Coach/Tutoring Coordinator Cassie Zeiner trained the Tutor Ambassadors in the AVID Socratic Tutoring strategies which the peer tutors employ with other students.
- Expanded AVID-oriented tutoring capabilities with trained staff and improved modes of online tutoring center, and one on one modes of delivery both f2f in additional campus locations and remote.

Goals

- Continue to work with administration and department chairs/leads to strongly encourage all participants in the Guided Pathways mentoring processes to further employ AVID student engagement strategies in their support of students particularly in on-line environment through Aviso use.
- Foster the addition of PDX series courses to existing Pathways as they are developed according to revised Kansas state transfer agreements.
- Complete survey of active-learning practices at BCC

- Organize survey results by pathway, course, and instructor and make publicly available to enrolling students.
- Offer two-day training opportunity on campus with AVID professional trainer for faculty.
- Send four faculty to AVID Summer Institute in July
- Work with participants in AHE Summer Institute 2024 to share lessons learned with other faculty and staff.
- Refine and implement the long-term faculty development plan and incorporate expanded engaging professional development for all employees.
- Reach out to Butler County high schools to develop pipeline for local students to Butler via Faculty Development continuing education offerings in post-pandemic environment.
- Revise mentoring functions of PDX course series to embrace AVISO functions more fully and to reflect changes in Butler's Guided Pathways per revised Kansas state transfer agreement.

Curriculum

Faculty Team Chair: Janice Akao

Director: Peggy Krause

Unit mission

The Curriculum Team facilitates faculty-developed curriculum that provides intellectually rigorous and eminently practical learning experiences for students that are consistent with the mission, Learning PACT Skills and purposes of Butler Community College.

Key unit processes

- Yearly review of guidelines and timelines for curriculum development
- Review and approve new/change of course outlines through curriculum team review.
- Review and approve revisions of existing course outlines.

Department Highlights of 2023-2024

- Average volume of new/revised and reviewed course outlines to align with current 3-year cycle.
- Use of zoom facilitation for team meetings and consultation with faculty working on course outlines
- Reviewing and reformatting outlines to meet accessibility readability standards.

Goals

- Continue to streamline team meeting processes while maximizing effectiveness and efficiency of cyclical workflows reflecting lessons learned through team discussions during curriculum meetings.
- Continue to improve communication with deans/faculty of tools available and assist in outline preparation.
- Continue to improve communication to all departments of all approved curriculum changes for information consistency.
- Streamline curriculum submission schedule to allow sufficient processing time for department notifications, alignment with student enrollment, and catalog timelines.
- Work to improve submission/timeline process for revisions not requiring Curriculum review (Curriculum Chair review only) to better align with enrollment.
- Facilitate tracking and federally mandated notification of HLC of "program content" changes in Pathway degree/certificate programs.

TOTALS REFLECTING CURRICULUM UPDATES (May 2022-Fall 2023)			
Fall 2022/Fall 2023 (AY23)		Fall 2023/Spring 2024 (AY24)	
New courses approved, but <i>pending</i> program approvals.	N/A	New courses approved, but <i>pending</i> program approvals.	N/A
New courses (Curriculum review)	8	New courses (Curriculum review)	45
Change/Revision of Courses (Curriculum and Non-Curriculum review.)	188	Change/Revision of Courses (Curriculum and Non-Curriculum review.)	65
Reviewed courses	10	Reviewed courses	1

HLC Accreditation
Accreditation Liaison Officer: Dr. Phil Speary

Unit mission

The Office of Academic Support & Effectiveness oversees and facilitates all required processes and procedures to maintain current federally mandated institutional accreditation through the Higher Learning Commission (HLC).

Key unit processes

- Annual completion and submission of Institutional Update for HLC.
- Completion and submission of all required programmatic notifications and applications for change approval.
- Facilitation of any required additional reporting to HLC.
- Oversight of the HLC required Institutional Improvement Initiative for Open Pathway status.
- Preparation for and facilitation of the Comprehensive Evaluation Visit, the Mid-Cycle Review, and the Assurance Narratives and Evidence Files which support them.
- Remain current in all HLC policies, processes, and procedures as relevant for Butler.
- Interact periodically with HLC staff liaison (and other HLC staff as needed) regarding accreditation issues.
- Consult with Butler Board of Trustees, administration, faculty, and staff about accreditation issues involved in decision-making and college operations.

Department Highlights of 2023-24

- Annual completion and submission of Institutional Update for HLC.
- Notification to HLC of program changes due to curriculum revision and on-line offerings
- Determination of renewed 10-year extension of full Open Pathway accreditation status with only one "Met with Concerns" for Criterion 2C – Governance.
- Mid-Cycle Review by HLC 2026-2027 and Full Comprehensive Evaluation 2032-2033
- Acceptance of the required interim monitoring report on Criterion 2C – Governance by the HLC.

Goals

- Completion and submission of all required programmatic notifications and applications for change approval.
- Facilitation of any required additional reporting to HLC.
- Review of new revised HLC Criteria for Accreditation in initial planning for next Mid-Cycle Review.

Honors/PTK

Staff Advisor: Christine Gifford

Unit Mission

The Honors department exists to provide recognition and opportunities for continued academic growth and success to Butler students who meet high academic standards.

Key unit processes

- Facilitate student academic and professional success.
- Facilitate student transfer to further education at four-year universities.
- Provide leadership training opportunities to students.
- Provide funding for student travel.
- Provide funding for Phi Theta Kappa faculty sponsor's travel.
- Facilitate good will in the community by doing community service.
- Provide students with community service opportunities.
- Provide students with a variety of educational experiences aligned with projects created by Phi Theta Kappa International (via our "Honors in Action" research project).
- Provide service to the school via our "College Project."
- Help with the Order of the Purple Ceremony

Department Highlights of 2023-2024

- Brent Tersol was awarded the Competitive Edge 5 Star Member, Employment Edge, Research Edge, Transfer Edge.

Achievement in Art Award – Photography 5th Place Brent Tersol

Achievement in Literature Award – Creative 4th Brent Tersol Alpha Phi Alpha, Butler Community College

Advisor Chrissy Gifford – Advisory Team

Chapter (Alpha Phi Alpha) remains a "5-star chapter" through Phi Theta Kappa international, the highest level available.

PTK students worked in collaboration with several administration and faculty, as they wrote their "Honors in Action" paper this year, a 2600-word research paper required for 5-star recognition.

In the fall semester, the chapter attended the state-wide convention for Phi Theta Kappa's Heartland Region and a Leadership Convention in Kansas City.

3 PTK students who were selected for members of the All-Kansas Academic Team:

Jessica Reyes, Sarah Penick, and April Draut

- Students attended the state-wide Region convention for Phi Theta Kappa in Kansas City and in April 2024, the international convention for Phi Theta Kappa in Orlando, Florida.
PTK student members and advisors continue to serve on the Food Pantry Steering Committee and volunteered with the Red Cross Blood Drive on off-site locations (October and February)..
5 Star Region
5 Star Alumni Region

Goals

- Continue to be a "5-Star Chapter."
Attending regional and international conferences.
Continue to provide educational opportunities for students via our Honors in Action project.
Continue to provide service to the school via our college Project.
Continue to provide service to the community via our various service projects.
Induct at least 247 new members to our chapter next academic year.

Personal Development

Chair: Cory Teubner
Adjunct faculty: 44

Unit mission

Personal Development supports the mission of Butler to prepare students for future success in college, the workplace, and lifelong learning through highly coordinated and relevant instruction, services, and support. Coursework meets elective requirements. The four new PDX courses (Navigating Challenges in...) serve as required gateway courses for new freshmen entering Pathways. These courses help students solidify their academic goals, become familiar with college resources, and develop crucial student learning skills. The courses support the commitment of Butler's academic programs to prepare students for future success in college, the workplace, and lifelong learning through highly coordinated and relevant instruction, services, and support informed by the AVID strategies and approach to the First-Year college student experience. Coursework meets degree, elective, and developmental requirements.

Key unit processes

- Deliver courses in online and lecture formats
- Design and refine curriculum
- Assess student learning
- Monitor student satisfaction

Department Highlights of 2023-2024

- Consolidated existing eight courses (PD121-PD129) into four courses to better match Butler's updated Pathways in service of revised Kansas state transfer agreements.
 - PD 131 Navigating Challenges in College Liberal Arts Pathways
 - PD 132 Navigating Challenges in College Math and Science Pathways
 - PD 133 Navigating Challenges in College Business and Industry Pathways
 - PD 134 Navigating Challenges in College Health Science Pathways
- Gathered faculty and student feedback from PDX courses in Fall 23 and Spring 24
- Revised PDX placement guidelines to serve its addition to several Pathways.
- Maintained and revised fully populated course shells in Canvas for all those PDX courses.
- Updated PDX mentoring-oriented content to incorporate evolving institutional use of AVISO and redefined processes (e.g. the elimination of MetaMajors)
- Revised Milestone Course related assignments to emphasize student career exploration in new and reorganized Pathways.

Goals

- Implement further data informed revised PDX courses in 2024-2025.
- Further train all new PDX instructors about course and Pathway revisions.
- Continue to incorporate Adobe Creative Cloud in PDX course content presentation and assignments.
- Coordinate with advising to train PDX instructors on academic coaching best practices and so-called transformative mentoring
- Continue to upgrade PDX mentoring-oriented content to incorporate AVISO systems and refined pathways.
- Work with faculty campus-wide to tailor pathway-relevant content more specifically.
- Increase presence of current faculty in pathway specific PDX course through videos
- Further promote consistent awareness of and implementation of PDX placement guidelines
- Augment PDX mentoring-oriented content to include collaboration with field-

specific advisors.

- Coordinate with individual degree pathways to support teachers of Milestone Courses in emphasizing student self-evaluation of progress in major.
- Use AVISO data analysis systems to evaluate PDX course effectiveness.
- Increase enrollment in Research Techniques courses through communication with students in coursework requiring research skills.

Personal Development Classes 2023-2024		
Term	Class	Number Students Enrolled (20th Day Numbers)
Fall 2023	PD 110 -Research Techniques	0
	PD 112- Stress Management	9
	PD 121- Engaging in Business & Industry	110
	PD122- Engaging in Fine Arts & Communication	21
	PD123- Engaging in Health Sciences	90
	PD124- Engaging in Humanities	11
	PD 125- Engaging in Public Services	7
	PD126- Engaging in Science, Eng. & Math	121
	PD 127- Engaging in Soc/Beh Sciences	63
	PD129- Engaging in Meta Majors/Pathways	12
Total PD Students for Fall 2023		448
Spring 2024	PD 110 -Research Techniques	3
	PD 112- Stress Management	11
	PD 121- Engaging in Business & Industry	40
	PD122- Engaging in Fine Arts & Communication	0
	PD123- Engaging in Health Sciences	55
	PD124- Engaging in the Humanities	9
	PD 125- Engaging in Public Services	0
	PD126- Engaging in Science, Eng. & Math	6
	PD 127- Engaging in Soc/Beh Sciences	18
	PD129- Engaging in Meta Majors/Pathways	0
Total PD Students for Spring 2024		142

Tutoring Services

Academic Success Coach/Coordinator of Tutoring: Cassandra Zeiner

Unit Mission

Tutoring Services, which provides a center for academic success, at Butler Community College is committed to fostering comprehensive academic support for our students. In addition to providing tutoring services in critical academic disciplines, our center goes beyond mere subject-specific assistance. We specialize in equipping students with essential learning strategies, empowering them to navigate their academic journey effectively. Our dedicated team of faculty and peer tutors conducts sessions at designated learning labs across our campuses in Andover, El Dorado, and Rose Hill, as well as in key facilities such as the Gymnasium, Champions Training Center, Agriculture Building, and online platforms. Furthermore, we cultivate a culture of collaborative learning by encouraging and guiding students in leading study groups, fostering peer-to-peer knowledge exchange and academic growth. Alongside these core services, we offer academic success coaching and a range of cocurricular opportunities aimed at enriching students' academic experiences and nurturing holistic development.

Key Unit Processes

- Hire and schedule tutors with an emphasis on the math, and English disciplines.
- Train Tutor Ambassadors
- Gather, analyze, and report data related to tutoring services.
- Market Butler tutoring services to students
- Academic Workshops
- Build study groups.
- Improve student retention.
- Academic success coaching

Department Highlights of 2023-2024

- Awarded 6 scholarships for books and tuition in academic year 2023 (a large drop from previous).
- Employed an additional 25 students as tutors on an hourly basis:
- Continued to employ students who were involved in other campus activities: athletics, music, theatre.
- Communicated needs and results with Chairs and Leads.
- Faculty volunteers acted as tutors.
- Continued to streamline website and schedule to be more user friendly.
- Continued building of online training for Tutor Ambassadors.
- Continued facilitating a mega presence on social media and online outlets as well as key locations on campus to continue trying to reach students in need:
 - Visited most classrooms to offer our services in the following: English, Psychology, Sociology, Biology, assisted mathematics in visits.
 - Tutored English students in conjunction with their professors in the tutoring lab.
- Continued building a supplemental information hub for students in mathematics and English for the migration to new website.
- Continued to offer evening and weekend tutoring.
- Recertified with the College Reading and Learning Association.
- Sent Coordinator to College Reading and Learning Association Heartland conference.
- Obtained additional faculty support.

- Continued updating hiring system for qualified students based on best practices, for example: emailed all qualified students personally, college-wide email sent by Jennifer Hartman, hand delivered ads to professors, invited students via email and social media, etc.

Goals

- Develop further coordination with tutoring services for athletes. Coordinate the advent of an athletic study skills course.
- Continued coordination with PDX courses.
- Have all Tutor Ambassadors certified under CRLA as level one.
- Director’s attendance at CRLA and AVID conferences: potentially send a student.
- Continued exploration of co-curricular learning assessments.
- Become involved with curriculum building and changes to better fit the needs of faculty and students.
- Continue to assist in retention efforts:
 - Director participation: Retention Team, First Generation Task Force.

April 23 - May 24 Tutoring Service Usage	Number of Students	Number of Visits	Hours of Tutoring Min/60
Andover Math & Learning Lab	591	3,894	7,883.87
Agriculture Building	19	149	148.68
El Dorado Math Lab & Gayle Krause Learning Lab	501	4,669	7,146.07
Athletic Study Hall	247	2,148	2,948.09
Online Bookings	49	96	113.65
Total	1,407	10,956	18,240.36

Be advised: these numbers include Tutoring Services as well as the Math Labs. Tutoring Services supply Tutor Ambassadors for nearly 100% of the time the Math Labs are operating. The Math Labs’ data may be present in their reports as well.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES
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**TOPIC for Discussion
Deferred Maintenance**

REPORT:

In preparation for the FY2024 budget, please see the attached deferred maintenance planning documents:

- Estimated Revenues and Expenditures for FY2024 – FY2027
- Deferred Maintenance/Major Facilities Projects Spending Plan – FY2024 to FY2027
- Level 2 Deferred Maintenance Projects - Currently Unfunded

RECOMMENDED ACTION:

These items are presented for board information and discussion in order to guide further planning and implementation.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Kent Williams, Vice President of Finance

Supervisor: Dr. Kim Krull

Date: May 28, 2024

Butler Community College
Deferred Maintenance / Capital Project Designated Reserve
Estimated Revenues and Expenditures
FY2024 - FY2027

Preliminary Discussion Draft for BOT - June 11, 2024

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
1 Sources of Revenue				
2 State CC Capital Outlay	\$1,376,395	\$1,669,291	\$1,600,000	\$1,600,000
3 Less amount used for Op Bdgt	<u>\$0</u>	<u>\$750,000</u>	<u>\$0</u>	<u>\$0</u>
4 Net State CC Capital Outlay	\$1,376,395	\$919,291	\$1,600,000	\$1,600,000
5 State Deferred Maintenance	\$0	\$100,000	\$100,000	\$100,000
6 Trnsfr from Cap Project Reserve	\$0	\$562,690	\$0	\$0
7 Other	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
8 Total Revenue	<u>\$1,376,395</u>	<u>\$1,581,981</u>	<u>\$1,700,000</u>	<u>\$1,700,000</u>
9				
10 Expenditures				
11 Various Projects - see next page	<u>\$1,672,536</u>	<u>\$2,416,495</u>	<u>\$1,785,500</u>	<u>\$1,680,000</u>
12				
13 Revenues over expenditures	(\$296,141)	(\$834,514)	(\$85,500)	\$20,000
14 Beginning unencumbered cash	<u>\$2,387,999</u>	<u>\$2,091,858</u>	<u>\$1,257,344</u>	<u>\$1,171,844</u>
15				
16 Ending unencumbered cash	<u>\$2,091,858</u>	<u>\$1,257,344</u>	<u>\$1,171,844</u>	<u>\$1,191,844</u>

Note: No roof maintenance is included at this time due to the warranties currently in place.

Butler Community College				
Deferred Maintenance/Major Facilities Projects - Spending Plan				
June 11, 2024				
Level 1 Deferred Maintenance Projects				
	FY2024	FY2025	FY2026	FY2027
HVAC 500 Bldg	261,398			
700 Building Roof Replacement	8,454			
BG Stadium HVAC Controls	22,980			
2000 Bldg Rooftop Replacement	68,000			
1500 Bldg HVAC Large Air Handler Coil	20,578			
200 ADA Restroom Main Sewer Replac	48,168			
Replacement 30 year old forklift-BOA	33,483			
Campus Restroom flush valves replace	19,019			
700 Bld- South sewer line replacement		20,000		
700 Bld- Scene shop/ Restroom sewer		25,000		
300 Compressor Replacement		20,000		
BOE West Parking lot		470,000		
BOE Campus Concrete Replacement	22,160	52,840		
RICA Signage	10,662			
AND AP Labs Flooring Replacement	32,150			
300 Bldg Welding Shop Exhaust Hood	57,697			
5000 Bldg Northend Sink Replacement	3,794			
Redler Institute Doors	5,600			
Athletic's Hall of Fame Remodel	100,000			
2000 Bldg Basement Water Issues		40,000		
900 HVAC Upgrade	800,000			
700 Bld HVAC Preliminary Design	30,000	61,000		
600 Bld Preliminary Design HVAC	30,000	56,350		
Stadium VRF System Work	20,790			
700 Bldg Coil Replacement	18,500			
Stadium Circuit Board	9,238			
300 Bldg Chiller Work	8,610			
Stadium Compressor	6,255			
700 Art Gallery Equipment - HVAC & Steam Boiler		165,000		
700 Bld Complete Building HVAC		1,000,000	940,350	
400 BLD/Classroom/offices HVAC Units		70,000		
Utility Underground GPS Location Services		30,000		
500 BLD Gym Lighting upgrade	35,000			
Campus Plaza-ADA sidewalks		325,000		
300 Bldg Main Chill Plant Boilers Replaced				80,000
600 Bld Complete Building HVAC			845,150	1,000,000
BOA Parking Lot Maintenance		81,305		
200 Bld. Chem lab remodels- 3 Labs @ \$200,000 ea.				600,000
Annual totals	<u>1,672,536</u>	<u>2,416,495</u>	<u>1,785,500</u>	<u>1,680,000</u>
Four-year total				<u>7,554,532</u>

Butler Community College				
Deferred Maintenance/Major Facilities Projects - Spending Plan				
June 11, 2024				
Level 2 Deferred Maintenance Projects - Currently Unfunded				
BOE Campus Concrete replacement				\$205,156
200 Bld Lecture Hall Technology upgrade				\$70,000
200 Bld Lecture Hall Remodel-Construction estimate				\$100,000
BOE Parking Lot Asphalt Improvements				\$570,329
700 Bld Single AHU- Middle Unit				\$175,000
600 HVAC SW equipment room				\$245,000
1200 HVAC equipment				\$35,000
200 Bld Complete- Building HVAC Replacement				\$2,300,000
1400 AG HVAC equipment				\$55,000
700 AHU's Penthouse equipment/Duct				\$775,000
1200 Bld Car ports				\$210,000
400 Shop HVAC - 2-Unit Replacements				\$250,000
400 Bld/Diesel/Shop/ metal building				\$131,500
400 Bld Complete-Building HVAC Replacement				\$840,000
1900 Boiler Replacement				\$30,000
1900 Chiller Replacement				\$200,000
Total				<u>\$6,191,985</u>

TOPIC for DISCUSSION
Property and Liability Insurance – KICS Renewal

REPORT:

Butler has received renewal information from KICS (Kansas Insurance Cooperative for Schools), previously known as KERMP (Kansas Educational Risk Management Pool).

A pricing summary sheet is attached. The total premium for FY2025 is \$855,977. Compared to the FY2024 premium of \$854,161, which is an increase of \$1,816 or .2%.

RECOMMENDED ACTION:

This item is submitted for information rather than approval because Butler previously committed to the KICS program and chose not to opt out for FY2025.

Submitted by: Kent Williams, Vice President Finance
Supervisor: Dr. Kim Krull, President
Date: May 29, 2024



This is not a bill. Please do not send payment until receipt of invoice.

PRICING SUMMARY
 Effective July 1, 2024 to July 1, 2025

Member:
 Butler Community College

Deductibles:
 AOP: \$50,000
 Wind/Hail: \$500,000
 Water Damage: \$100,000
 Educators' Legal: \$25,000

	Renewal
Property	\$745,314.71
Automobile	\$10,708.26
Liability	\$41,939.39
School Board Liability / Educators' Legal Liability	\$7,461.04
Crime	\$1,364.91
Cyber Liability	\$32,407.62
Pollution Liability	\$6,121.29
Crisis Protect	\$10,659.47
Total Program Contribution	\$855,976.69

BOARD ACTION ITEMS

**TOPIC for ACTION
Negotiated Agreement**

Report: The Negotiations Bargaining Team reached a final package and was presented to the professional employees for ratification.

The following is a summary of the outcomes of the bargaining process. The table below shows a summary of the options selected. This package was accepted and ratified by the faculty as of May 15, 2024.

ISSUE	OPTION (S)
<p>Introduction</p> <p>Issue: Change the dates of the Master Agreement to be reflective of the agreed upon duration</p>	<p>Agreed to a one-year contract period for 2023-2024 school year. Changed the dates of the Master Agreement to reflect the current school year and contract term as 2023-2024.</p>
<p>Article V – Professional Workload, Section F – Major Responsibilities</p> <p>Issue: Outdated language</p>	<p>Updated language to reflect the new mission statement.</p>
<p>Article VIII – Compensation, Section A – Salary – Placement of New Professional Employees</p> <p>Issue: Hiring Schedule for placement of new Professional Employees</p>	<p>Change to the starting salary on the hiring schedule from \$41,000 to of \$43,000 and expanded the years of service from 12 years to 15 to improve max hiring rate by more than \$3800 compared to the 2022-2023 salary for a Masters degree.</p>
<p>Article VIII – Compensation, Section A – Salary, Part 7 - Advancement</p> <p>Issue: Increase stipend amounts</p>	<p>Increased the one-time stipends from \$150 for each nine (9) credit hours (or equivalent) and \$350 (after earning forty-five (45) approved PD units) to \$200 and \$400 under existing provisions within the agreement for payment.</p>
<p>Article VIII – Compensation, Section A, Part 8 - Salary increase for existing professional employees</p> <p>Issue: Salary increase for Existing Professional Employees</p>	<p>6% salary increase to base salary for professional employees.</p>
<p>Article VIII – Compensation, Section A – Salary, part 10 – Overload</p> <p>Issue: Increase Overload Rate of Pay</p>	<p>Overload pay rate increased from \$735 per credit hour to \$780 per credit hour</p>

<p>Article VIII – Compensation, Section A – Salary, Part 12 – Summer School Pay</p> <p>Issue: Increase Summer School rate of pay</p>	<p>Summer School pay rate increased from \$735 per credit hour to \$780 per credit hour</p>
<p>Article VIII – Compensation, Section B – Group Insurance</p> <p>Issue: Group health insurance benefit – family and single coverage</p>	<p>College Contribution to Health/Dental insurance premiums for 2023-24 plan year as follows: Single coverage from \$602 to \$720 Employee + 1 coverage from \$1433 to \$1,710 Family coverage from \$1485 to \$1,810</p>
<p>Article IX – Training and Consulting for Public and Corporate Partners</p> <p>Issue: Update language</p>	<p>Replace name language for (BETA) with new name (CWE) Career and Workforce Education</p>
<p>Article XXIII – Evaluation of Professional Employees</p> <p>Issue: Annual review and creation of committee</p>	<p>Added language stating that the criteria for evaluation will be reviewed by a committee of equal numbers of faculty and administrators annually.</p>
<p>Article VI – Code of Ethics Principle III- Commitment to Butler Community College</p> <p>Issue: Outdated language</p>	<p>Updated language to reflect the new mission statement.</p>
<p>Attachment A – Major Responsibilities of Full-Time Faculty</p> <p>Issue: Outdated language</p>	<p>Updated language to reflect the new mission statement</p>
<p>Attachment C – Major Responsibilities of Advisors/Counselors</p> <p>Issue: Outdated language</p>	<p>Updated language to reflect the new mission statement.</p>
<p>Letter of Understanding – Dated 2020 – Article XXIII- Evaluation of Professional Employees</p> <p>Issue: Review content and update as applicable</p>	<p>Removed. Issue resolved.</p>
<p>Letter of Understanding – Dated 2019</p> <p>Issue: Pay for updating online content for accessibility requirements extend dates</p>	<p>Article VIII, Compensation – Section A - Salary Letter of understanding dated 2019 has been updated to extend the required changes date from 2023-2024 to 2023-2024 contract year. Regarding the request to add Pay for updating online content for accessibility requirements.</p>

	Faculty will facilitate addressing student accessibility needs as identified to meet accessibility requirements but will not be required to complete accessibility required changes on their own until the 2023-2024 contract has been ratified.
Letter of Understanding – Dated 2022 - Article VIII, Compensation – Section 7 – Advancement Issue: Increase the amount to be awarded to the professional employees base salary for credit hours earned and stipend payments.	Letter of Understanding <u>Removed</u>. The issue was resolved.

RECOMMENDED ACTION: The Administration recommends the Board of Trustees ratify the final package as outlined and as ratified by the Professional Employees.

RECOMMENDED FUNDING SOURCE: Operating Budget

Submitted by: Shelley Stultz, Associate VP of Human Resources
Supervisor: Dr. Kimberly Krull, President
Date: June 11, 2024

REMOVED FROM 2023-2024 NEGOTIATED AGREEMENT

LETTER OF UNDERSTANDING

To whom it may concern;

By mutual agreement of the Bargaining Teams, the following Letter of Understanding will be in effect:

Article VIII, Compensation – Section 7 - Advancement

The Professional Employee's request to modify language with regard to an increase to the amount to be awarded to the professional employee's base salary for each nine (9) credit hours or 135 clock hours, and the one-time stipend payment.

The issue was unable to be agreed upon in the 2021-2022 contract negotiations, and was mutually agreed to be set aside for further contract negotiation during 2022-2023.

We, the undersigned, acknowledged on this 12 day of July, 2022.



President, Butler Community College
Education Association



President, Butler Community College

REMOVED FROM 2023-2024 NEGOTIATED AGREEMENT

LETTER OF UNDERSTANDING

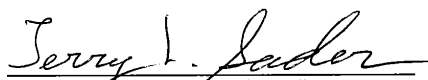
To whom it may concern;

By mutual agreement of the Bargaining Teams, the following Letter of Understanding will be in effect:

Article XXIII – Evaluation of Professional Employees

Initiate a task group to review of the current faculty evaluation process to ensure it meets current practice and make consideration for any changes. Two (2) members of the faculty negotiation team and two (2) members of the administration negotiating team will determine the task group to be assembled to review this process. Findings and/or recommendations of the task group to be reported to bargaining teams during spring 2023 negotiations.

We, the undersigned, acknowledged on this 12th day of July, 2022



President, Butler Community College
Education Association



President, Butler Community College

ARTICLE XXV – MISCELLANEOUS

- A. Evaluation of Administrators. The Professional Employees shall have the right to evaluate Administrators. Forms for evaluation of Administrators will be distributed to each full-time Professional Employee. Evaluations of all Administrators but the President shall be submitted to the President, and evaluation of the President shall be submitted to the Board.

- B. Savings Clause. In the event any provision of this Agreement is finally ruled invalid under any appropriate State or Federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect. The Board and Association shall immediately enter into negotiations concerning necessary provisions to correct such invalidity; provided, if no new provisions are agreed upon within thirty (30) days after notice to negotiate is given by either party to the other, then the Board shall have the right to determine and implement necessary provisions to correct such invalidity, and the same shall be subject to the negotiation upon request of the Board or the Association prior to February 1, 2024

Dated at El Dorado, Kansas, this _____ day _____, **2024**

THE BUTLER COMMUNITY COLLEGE

BY _____

THE BUTLER COMMUNITY COLLEGE

EDUCATION ASSOCIATION

BY _____

LETTER OF UNDERSTANDING

To Whom It May Concern:

By mutual agreement of the Bargaining Teams, the following Letter of Understanding will be in effect:

Article VIII – Compensation, Section A Salary

Regarding the request to add Pay for updating online content for accessibility requirements.

Faculty will facilitate addressing student accessibility needs as identified to meet accessibility requirements using appropriate resources, but will not be required to complete accessibility required changes on their own until the 2023-2024 contract has been ratified.

We, the undersigned, acknowledged on this __ day of _____,2024

President, Butler Community College
Education Association

President, Butler Community College

TOPIC for ACTION
Online Teaching/Instructional Design & Online Corporate Training/Instructional Design Certificates

REPORT:

To request the Board of Trustees' approval for the implementation of two new online certificate programs: Online Teaching and Instructional Design, and Online Corporate Training and Instructional Design. Both certificates are 12 credit hours with the option for a 3-credit hour internship. These certificates do not require KBOR approval at this time, as they are less than 16 credit hours. The Online Teaching/Instructional Design certificate offers the option for students to intern with the Butler Online department. The Online Corporate Training/Instructional Design certificate allows students to intern with the Career and Workforce Education department and various industry partners.

Well-skilled instructional designers are in high demand in the current workforce due to the rapid expansion of online education and corporate training programs. As organizations increasingly turn to digital platforms for training and development, the need for professionals who can create engaging, effective, and accessible learning experiences has become critical. Instructional designers bring expertise in leveraging e-learning technologies, applying instructional design principles, and developing multimedia content, ensuring that educational and training programs are both innovative and impactful. Their ability to enhance learner engagement and improve learning outcomes makes them indispensable in today's digitally driven learning environments.

Overview:

Online Teaching and Instructional Design Certificate:

Target Audience: This program is designed for individuals passionate about a career in online teaching and instructional design, including faculty members teaching online, educators developing online classes, and education students exploring online course development.

Curriculum: The certificate offers a comprehensive curriculum that covers:

- Instructional design principles
- E-learning technologies
- Multimedia development
- Accessibility in online education

Outcome: Students will acquire the necessary skills and knowledge to design and deliver engaging, learner-focused online courses and materials.

Faculty: Courses will be delivered by industry experts, ensuring that students receive high-quality education and practical insights.

Career Preparation: Graduates will be well-prepared for the job market, equipped with the skills needed to excel as Instructional Designers.

Online Corporate Training and Instructional Design Certificate:

Target Audience: This program is aimed at individuals passionate about a career in online corporate training and instructional design.

Curriculum: The certificate offers a comprehensive curriculum that covers:

- Online training methodologies
- Instructional design principles
- E-learning technologies
- Multimedia development
- Accessibility in training materials

Outcome: Students will gain the skills and knowledge to create engaging, learner-focused training programs and materials for corporate settings.

Faculty: Courses will be delivered by industry experts, providing students with valuable industry-specific knowledge and skills.

Career Preparation: Graduates will be well-prepared for the job market, equipped with the skills needed to excel as Online Trainers and Instructional Designers.

Justification:

Market Demand: The growing demand for online education and corporate training necessitates skilled professionals who can design and deliver high-quality online learning experiences.

Employment Opportunities: Graduates of these certificate programs will be well-positioned to meet the needs of educational institutions and corporate training departments.

Institutional Alignment: These programs align with our institution's mission to provide innovative, career-focused education that meets the evolving needs of the job market.

Additional Information:

- Zero cost associated with the development of these certificates as course development fees will not be paid. Developments done on department time.
- Zero textbook/software fees are associated with these courses for students. Courses utilize Open Educational Resources (OER).

Conclusion:

The introduction of these two new certificate programs will enhance Butler's educational offerings and support the professional growth of individuals seeking careers in online teaching and corporate training. We recommend the Board of Trustees approve these programs to meet the increasing demand for skilled instructional designers and trainers.

RECOMMENDED ACTION:

Approval from the Board of Trustees to establish the following certificate programs:

- Online Teaching and Instructional Design
- Online Corporate Training and Instructional Design

RECOMMENDED FUNDING SOURCE:

No additional funding is required at this time.

Submitted by: Dr. Haylee Dass, Director – Instructional Technology

Supervisor: Dr. Heather Rinkenbaugh, Dean – Online, High School & Community Learning

Date: May 23, 2024

Online Teaching/Instructional Design

Program Information

Are you passionate about designing innovative and engaging learning experiences? Want to make a meaningful impact in education? Look no further! Our Online Teaching/Instructional Design certificate program is the perfect opportunity to kickstart your career as an Instructional Designer. With a comprehensive curriculum that covers instructional design principles, e-learning technologies, multimedia development, and accessibility, you'll gain the skills and knowledge needed to create effective, learner-centric courses and materials. Taught by industry experts, our program ensures you're job-ready upon completion. Join us in shaping the future of education and unleash your creative potential as an Instructional Designer!

Courses in this certificate program are offered online only.

A Certificate of Completion will be awarded upon completion of OL 100, OL 102, OL 103, and OL 104. There is an optional internship course (OL105) for students wishing to gain experience as an Instructional Designer. The internship is also offered online only. During the internship, students will be working with Butler Online as a member of the Instructional Design team.

SYMBOLS

Kansas State Wide Transfer course (T▶)

Milestone Courses - Courses are considered essential for progress within a selected Pathway and are indicated by a diamond symbol (◆).

This course is offered online (O)

Contact Information

Dr. Haylee Dass

Department Chair

316.323.6202

Office: BOA 5232

hdass@butlercc.edu

First Term: 6 Credit Hours

OL 100. Introduction to Online Teaching (O) Credits: 3

OL 102. Fundamentals of Instructional Design (O) Credits: 3

Second Term: 6 Credit Hours

OL 103. EdTech Tools to Enhance Online Learning (O) Credits: 3

OL 104. Universal Design for Learning (O) Credits: 3

Third Term (Optional): 3 Credit Hours

OL 105. Instructional Design Virtual Internship (O) Credits: 3

Total Certification Credit Hours: 12 w/o internship, 15 w/ internship

Online Corporate Training/Instructional Design

Program Information

Are you passionate about designing innovative and engaging training experiences? Want to make a meaningful impact in the corporate sector? Look no further! Our Online Corporate Training/Instructional Design certificate program is the perfect opportunity to

kickstart your career as an Online Trainer skilled at instructional design. With a comprehensive curriculum that covers online training, instructional design principles, e-learning technologies, multimedia development, and accessibility, you'll gain the skills and knowledge needed to create effective, learner-centric training and materials. Taught by industry experts, our program ensures you're job-ready upon completion. Join us in shaping the future of training and unleash your creative potential!

Courses in this certificate program are offered online only.

A Certificate of Completion will be awarded upon completion of OL 101, OL 102, OL 103, and OL 104. There is an optional internship course (OL106) for students wishing to gain experience as a Corporate Trainer/Instructional Designer. The internship course is also offered online, however, there may be face-to-face requirements for the internship. During the internship, students will be working with an industry partner to gain training design experience.

SYMBOLS

Kansas State Wide Transfer course (T▶)

Milestone Courses - Courses are considered essential for progress within a selected Pathway and are indicated by a diamond symbol (◆).

This course is offered online (O)

Contact Information

Dr. Haylee Dass

Department Chair

316.323.6202

Office: BOA 5232

hdass@butlercc.edu

First Term: 6 Credit Hours

OL 101. Introduction to Online Corporate Training (O) Credits: 3

OL 102. Fundamentals of Instructional Design (O) Credits: 3

Second Term: 6 Credit Hours

OL 103. EdTech Tools to Enhance Online Learning (O) Credits: 3

OL 104. Universal Design for Learning (O) Credits: 3

Third Term (Optional): 3 Credit Hours

OL 106. Corporate Training Virtual Internship (O) Credits: 3

Total Certification Credit Hours: 12 w/o internship, 15 w/ internship

TOPIC for ACTION
Retirement of Linda Jacobelli

REPORT:

Linda Jacobelli, Enrollment Assistant, Butler of McConnell, has submitted her notice of resignation (retirement) effective July 1, 2024. Linda has been an employee of Butler Community College for a total of 21 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Linda Jacobelli.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz, Associate VP of Human Resources
Supervisor: Dr. Kim Krull, President
Date: May 29, 2024



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., Tuesday, May 14, 2024 – Dankert Board Room**
Meeting Recording can be viewed at: <https://youtu.be/m3z0c3f6CXY?t=241>

STAFF ATTENDANCE

Tom Borrego	Bill Rinkenbaugh
Christina Byram	Dr. Heather Rinkenbaugh
Zach Cannady	Dr. Terry Sader
Cathy Gray (*z)	Dr. Phil Speary
Jennifer Hartman-Vice	Christy Streeter
Matt Jacobs	Shelley Stultz
Dr. Kim Krull	Ireland Turner
Dr. Esam Mohammad	Kent Williams
Kerry Potter	Bill Young

BOARD ATTENDANCE

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

GUESTS

Ray Connell (*z)
Alisa Ehrlich (*z)
Emily Hernandez – SGA President (*z)
Kaden Warner

(*z) – denotes attendance via Zoom.

CALL TO ORDER

(YouTube @ 4:00)

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

PLEDGE OF ALLEGIANCE

(YouTube @ 4:14)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 4:36)

Trustee Rhodes moved to add an executive session prior to Board Action Items (replacing Item VIII on the agenda) for discussion of non-elected personnel and for Trustee Smith to provide a brief FORVIS update after Dr. Krull's report. Trustee Good seconded. On roll call vote, the motion passed 7-0. Trustee Smith moved to approve the agenda as amended. Trustee Rhodes seconded. On roll call vote, the motion passed 7-0.

RECOGNITIONS

(YouTube @ 7:14)

Dr. Krull recognized Bill Rinkenbaugh, who was presented with the 2024 Disability Advocate Award from the Office of Disability Services.

PUBLIC COMMENT

(YouTube @ 8:15)

Kaden Warner, a recent Butler graduate, addressed the Board to thank Butler for the many valuable experiences and opportunities the College provided him with during his time here.

STANDING REPORTS

Student Government Association (YouTube @ 15:35) – SGA President Emily Hernandez joined via Zoom to share the final SGA report of the school year. On April 19 SGA handed out replica baseball jerseys at the Colby Game. On April 24, they did the same for softball at the game versus Seward. The Springfest Block Party was the last event of the semester and saw about 75 attendees. During Finals Week, SGA partnered with Residence Life to provide stress relief bags for the Late-Night Breakfast. She thanked everyone for such a great experience at Butler.

Operational Staff (YouTube @ 18:18) – Zach Cannady shared that OpStaff is gearing up for their ReCharge event on June 7 at Botanica.

Professional Employees (YouTube @ 19:10) – Dr. Terry Sader shared that the Association leadership has chosen Kamielle Freeman to serve as part of the Presidential Search Committee for the College. He also shared that the leadership of the Professional Employees looks forward to having Board members serve on the Board negotiations team for the coming contract.

Board Finance Committee (YouTube @ 20:27) – Trustee Sherrer shared that on page 72 of the Board Book, all the percentages of the budget are in line to finish up the budget year. He indicated that approximately \$5 million in revenue is still expected from the county.

Foundation Board Report (YouTube @ 22:00) – Trustee Rhodes shared that the Foundation Board will meet next week, so the next report will be in June.

Educational Facilities Authority Report (YouTube @ 22:13) – Trustee Sherrer indicated that the discussion in this report would be covered in the Action Item for the Municipal Agreement for BG Stadium Improvements.

KACC Quarterly Report (YouTube @ 22:25) – Trustee Good shared that the group honored the PTK All-Kansas Honorees at a luncheon prior to the KACC meeting on April 12. She shared that there was a proposal for Wichita State to begin awarding associate degrees. Pittsburg State has already been granted that ability. There are also opportunities for out of state students to utilize Kansas Promise Act Scholarship dollars if they live in the state for two years for the following graduation. Trustee Good also encouraged her fellow Trustees to mark their calendars for the next KACC meeting to be held May 31-June 1 at Butler's Andover Campus.

President's Report (YouTube @ 26:30) –

Dr. Krull shared that it's been a busy few weeks with retirement receptions and commencement activities. Early College Academy graduated 103 students from the area, over the last decade there has been a total of 740 graduates. Nurse's Pinning was held last Thursday, with 61 graduates. Trustee Good congratulated Dr. Krull for her recognition at the Spelvin Awards for the L.W. Nixon Award for her

support of the arts. Dr. Krull enjoyed seeing the student actors celebrating their accomplishments. Commencement was held May 10.

She acknowledged the Kansas Association of Broadcasting Awards winners. She also recognized students who brought home awards as part of the Kansas Collegiate Media conference as part of The Lantern and Grizzly Magazine productions. Collectively, these students brought home two dozen awards.

Dr. Krull also shared about the KACC Meeting that begins on May 31. The Trustee delegates will meet Friday afternoon, and all Trustees will be invited to dinner Friday evening. Saturday morning is also open to the Trustees if they would like to attend.

She shared that the contract will go out to faculty for ratification in the next day or so. The administration must be notified by Friday and will be placed on the June agenda for Board ratification.

Trustee Smith reported on his time on campus exploring the FORVIS data that is available. He said that it was very helpful to see the trends and information and helpful in generating questions. Dr. Krull encouraged him to share his questions via email for discussion at the May Work Session.

MONITORING REPORTS

No report this month.

EXECUTIVE SESSION:

(YouTube @ 38:48)

Trustee Huslig moved that the Board recess into executive session to discuss non-elected personnel, pursuant to the open meetings exception for said matters for up to 45 minutes and that the Board, President Kim Krull, Shelley Stultz, Ray Connell and Alisa Ehrlich be included. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 5:08pm

RETURN TO OPEN SESSION @ 5:51pm

(YouTube @ 1:27:40) Upon returning to the open session, Trustee Good moved to adopt Resolution 24-08, the intent to non-renew the contract of Jeffrey Tymony as a full-time faculty member for the 2024-2025 school year. Trustee Smith seconded. On roll call vote, the motion passed 7-0.

BOARD ACTION ITEMS

- A. Retirement of Katherine Gifford, Jennifer Montgomery, John Buaas, Richard Arthur, Michael Bohrer, Regina Turner, Bob Peterson, and Linda Gimler (YouTube @ 1:27:27) – Dr. Heather Rinkenbaugh and Dr. Phil Speary provided comments highlighting the career of each of the retirees. Trustee Sherrer moved to approve the retirements as presented and thanked them for their service to Butler students. Trustee Rhodes seconded the motion. On roll call vote, the motion passed 7-0.
- B. Contract for Canvas Learning Management System (YouTube @ 1:35:13) – Dr. Heather Rinkenbaugh shared background information on Canvas and how it is used at Butler. She also shared that through the contract negotiations process, IS negotiated a savings of \$166,000 over five years. Trustee Good moved to approve the Canvas LMS contract as presented. Trustee Rhodes seconded. On roll call vote, the motion passed 7-0.
- C. Municipal Agreement – BG Stadium Improvements (YouTube @ 1:36:35) – Dr. Krull indicated that the information had been shared with Trustees prior to the meeting. The Turf and Track are

original to BG Stadium, and at end of life after their twelve years of usage. EFABC has engaged in extensive conversation about the replacement of turf and track and solicited bids through Greenbush Consortium for vendors for this project. Three vendors responded to the request for proposals. Each vendor had to conduct a mandatory walkthrough of the facility. EFABC chose Mammoth Construction for the project at a total of approximately \$1.3million. EFABC does not have authority to issue bonds or financing, therefore the City of El Dorado will assist with the financing necessary for the project. The City will pay for the project with cash reserves and G.O. Bonds will be issued and sponsorships will be solicited to pay for the project. There are several pledges already committed to assist with this debt service. The municipal agreement in the board book outlines the payments to the city in support of the debt service. USD 490 and the City Commission have both approved this plan. Trustee Sherrer moved to approve the municipal agreement for BG Stadium Improvements as presented. Trustee Good seconded. On roll call vote, the motion passed 6-1 with Trustee Smith voting nay.

CONSENT AGENDA

(YouTube @ 1:51:50)

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

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

No update this month.

Statement of Revenue & Expenditures – Submitted by Kerry Potter

No discussion.

Thank You Notes

None this month.

Board Calendars

(YouTube @1:52:32)

Dr. Krull added one more reminder about the May KACC meeting. The information will be sent to Trustees when available.

Trustees decided to move the May Work Session (previously scheduled for Memorial Day) to Tuesday, May 28.

EXECUTIVE SESSION:

(YouTube @ 1:54:05)

Trustee Sherrer moved that the Board recess into executive session to discuss non-elected personnel, pursuant to the open meetings exception for said matters for up to 30 minutes and that the Board, President Kim Krull, Shelley Stultz, and Jennifer Hartman-Vice be included. Trustee Good seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXEC SESSION @ 6:30pm

RETURN TO OPEN SESSION @ 7:00pm

Upon returning to open session, Trustee Rhodes moved to approve the contract extension for Dr. Kim Krull to run from July 1, 2024 through January 6, 2025 as presented. Trustee Sherrer seconded. On roll call vote, the motion passed 6-0. Technical issues on the Zoom prevented Trustee Braungardt from voting.

ADJOURNMENT

Trustee Smith moved to adjourn the meeting. Trustee Sherrer seconded. On roll call vote, the motion to adjourn the meeting passed 6-0, with technical issues on the Zoom preventing Trustee Braungardt from voting. The regular meeting of the Butler Community College Board of Trustees was adjourned at 7:03pm.

Topics to be discussed at future meetings include:

- May Work Session
 - o FORVIS Questions from Trustee Smith (if needed)
 - o Presidential Search Committee
 - o Health Insurance Renewal (if ready)
 - o Enrollment & Ad Astra
- June Meeting
 - o Non-renewal of contract

Mary Martha Good – Secretary/Treasurer

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING
4:30 p.m., Tuesday, May 28, 2024 – Dankert Board Room**

STAFF ATTENDANCE

Jennifer Hartman-Vice
Kim Jackson
Matt Jacobs
Dr. Kim Krull
Shelley Stultz

BOARD ATTENDANCE

Kim Braungardt
Mary Martha Good
Aaron Huslig
Linda Jolly, Chair
Forrest Rhodes – arrived at 4:40pm
Dave Sherrer, Vice-Chair
Shelby Smith

GUESTS

Dr. Dennis Michaelis – Gold Hill & Associates

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

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

EXECUTIVE SESSION

Trustee Good moved that the Board recess into executive session for discussion of non-elected personnel, pursuant to the open meetings exception for said matters and that the Board, Shelley Stultz, Jennifer Hartman-Vice, Kim Jackson & Dr. Dennis Michaelis be present. Trustee Sherrer seconded. On roll call vote, the motion passed 6-0, with Trustee Rhodes absent.

ENTER EXECUTIVE SESSION @ 4:33pm

RETURN TO OPEN SESSION @ 6:02pm

Trustee Rhodes and Trustee Braungardt left prior to the conclusion of the executive session.

ADJOURNMENT

Trustee Good moved to adjourn the meeting. Trustee Smith seconded. On roll call vote, the motion to adjourn the meeting passed 5-0, with Trustee Rhodes and Trustee Braungardt absent. The special meeting of the Butler Community College Board of Trustees was adjourned at 6:04pm.

Mary Martha Good – Secretary/Treasurer

BILLS AND WARRANTS

TOPIC for ACTION
May 2024 Bills and Warrants

Due to the timing necessary for printing the Board Book, the May 2024 Bills and Warrants were not ready at the time of printing. They will be sent to Trustees under separate cover once available.

BIDS AND PURCHASES

TOPIC for ACTION
Diesel Technology Certification Kits

REPORT:

Industry leader Snap-On Tools is sole vendor of the Certification Kit allowing Diesel Technology students to earn nationally recognized NC-3 certification. Students will gain applied skills via the Certification Kit providing them a needed head start early into their career by utilizing the latest technology to diagnose and troubleshoot today's Heavy-Duty Diesel trucks and equipment. Integrated into overall Diesel Technology Program curricula, students can effectively and efficiently utilize features of the Certification Kit's Pro-Link Edge scanner. Included is scanner navigation deploying all available Heavy-Duty application menus as well as access to Repair-Connect and troubleshooting-related information resulting from faults identified during scanning. Details ranging from basic navigation to effective use of code structure techniques, vehicle applications, and bi-directional testing are presented as each student applies these techniques using his/her individual diagnostic tool. Personalized attention given to each student serves as a cornerstone of the Diesel Technology Program. Certification Kit outcomes also complement Diesel Technology Program curricula. The cost of the Certification Kit is \$53,755.24.

RECOMMENDED ACTION:

Board approval of the cost for the Diesel Technology Certification Kit

RECOMMENDED FUNDING SOURCE:

Diesel Technology Department funds

Submitted by: Dr. Peter Linden, Dean – Career & Technical Education
Supervisor: Dr. Phil Speary & Dr. Heather Rinkenbaugh, Co-Interim VPAs
Date: May 29, 2024



Quote

Submit to Snap-on Industrial
 3011 IL RTE 176, Door 1
 Crystal Lake, IL 60014
 877-740-1900

Quote Number IMP-001274123
Quote Date 3/27/2024
Quote Expiration Date 5/26/2024
Customer Name BUTLER COUNTY
 COMMUNITY COLLEGE
 SCHOOL PAYING FOR
 SCHOOL
Customer BP 201126153
Contact Information:
Name -
E-mail -
Phone Number -
Sales Rep ZIMMERMAN, PAUL F
Mobile # 316-570-0704
E-mail Address Paul.F.Zimmerman@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201126153
 BUTLER COUNTY COMMUNITY
 COLLEGE SCHOOL PAYING FOR
 SCHOOL
 901 S. HAVERHILL ROAD
 ELDORADO KS 67042
Bill to 201126150
 BUTLER COUNTY COMMUNITY
 COLLEGE
 901 S HAVERHILL ROAD
 ELDORADO KS 67042

Line Number	Part Number	Description	Quantity	List Price	Unit Net Price	Line Total
1	HDDCERTKIT	HEAVY DUTY DIESEL CERT KIT	1	\$81,435.00	\$53,755.24	\$53,755.24
				Total Weight	387.00 lbs	
				Sub Total	\$53,755.24	
				Shipping	\$0.00	
				Tax	\$0.00	
				Grand Total	\$53,755.24	

Tax and freight shown are estimates.
 Applicable tax and freight will be charged to the Customer's account.
 The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms, which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.
 The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.
 *Please provide vendor and pricing information to customer service on this part number.

TOPIC for ACTION
Softdocs Document Management Platform

REPORT:

Butler Community College currently operates an outdated web application server running unsupported software for expense reports and other institutional forms, posing significant security risks. To address these concerns, the Information Services Division recommends the replacement of the obsolete technologies with an integrated solution that provides forms automation and process flows.

Softdocs offers a cloud-based, comprehensive document management solution that will enhance operational efficiency, reducing paper waste, and improving document accessibility and security. The Softdocs integration will streamline document processes across departments and campuses, leading to significant benefits for students and staff.

The Softdocs solution provides automated workflows and electronic forms that streamline document creation, routing, approval, and archiving processes. This automation reduces manual tasks, and accelerates document processing times, resulting in increased efficiency and productivity for staff members. By transitioning from paper-based to electronic document management, there is a significant reduction in costs associated with printing, storage, and other paper-related expenses. By leveraging Softdoc's innovative document management solution, Butler can optimize document processes, empower staff members, and enhance overall organizational effectiveness.

RECOMMENDED ACTION:

The Board approve the five-year contract with Softdocs for \$282,985.82.

RECOMMENDED FUNDING SOURCE:

Information Services

Submitted by: Christina Byram, Interim Chief Information Officer

Supervisor: Dr. Kim Krull, President

Date: June 11, 2024

Softdocs Order Form

This Order Form (the "Order") is hereby incorporated by reference into the Master Service Agreement ("MSA") entered into by and between Softdocs SC, LLC ("Softdocs") and Butler Community College, effective May 31, 2024 (the "Agreement").

Client Name: Butler Community College
 Department: Forms, Flow, eSignatures
 Subscription Dates: 05/31/2024 - 05/30/2029

	Year 1	Year 2	Year 3	Year 4	Year 5
Electronic Forms & Workflow Automation Subscription • Etrieve Forms – Unlimited Users • Etrieve Flow – Unlimited Users • Includes Central, Connect, Form Builder, Reports, and Security	\$46,850.00	\$48,255.50	\$49,703.17	\$51,194.26	\$52,730.09
EdCloud	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54
Software Discount - 10%	(\$5,185.00)	(\$5,340.55)	(\$5,500.77)	(\$5,665.79)	(\$5,835.76)
<i>Software-Only Total:</i>	\$46,665.00	\$48,064.95	\$49,506.90	\$50,992.11	\$52,521.87
Enterprise Implementation - Etrieve Forms & Flow • Implementing Departments: • Includes Two (2) Forms and Two (2) Workflows • All-Inclusive Fee; No Hourly Charges	\$39,150.00				
Implementation Discount - 10%	(\$3,915.00)				
<i>Services-Only Total</i>	\$35,235.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$81,900.00	\$48,064.95	\$49,506.90	\$50,992.11	\$52,521.87

Total - 5 Years:	\$282,985.82
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The above offer is valid until May 31, 2024.

Invoicing Schedule

Subscription and services for Year 1 will be invoiced upfront upon execution of contract and annually thereafter.

Payment Terms

Offer expires May 31, 2024 if signed Order Form and MSA are not received. The initial invoice for Year 1 is issued immediately following an Order signature. Invoices for any successive years during the term shall be sent thirty (30) days prior to successive year. Once invoiced, payments are due net 30 days.

Notes

In the event of any conflict between this Order Form and the MSA, this Order Form shall prevail.

All professional services, including implementation services, if listed above, are only valid during the subscription term described in the proposal/statement of work or for twelve months (12) from date of signature, whichever comes first. Client will reimburse Softdocs for expenses reasonably incurred in the performance of the services described above, including travel, lodging, etc. Any forms, workflows, processes, or other assets generated or derived from EdCloud require an active subscription to EdCloud and may be removed upon subscription expiration.

Agreement Signatures

This Order Form is subject to the MSA, incorporated therein and referenced above.

BUTLER COMMUNITY COLLEGE

SOFTDOCS

Signature

Signature

Name

Name

Title

Title

Date

Date

Softdocs Order Form - Client Billing Contact Information

Billing Details

Check if customer is NOT tax-exempt

Billing Contact Name

Billing Contact Email

Billing Contact Title

Billing Contact Phone Number

RATIFICATION OF AGREEMENTS AND CONTRACTS

**TOPIC for Action
Insurance Renewal - ICI**

REPORT:

The table below shows the renewal premiums for insurance lines that are brokered for the college by ICI.

Note that this topic for action does not include Athletic insurance, which is brokered through ICI for Butler by the Athletic Department.

ICI Insurance:				
	Carrier	2023-2024	2024-2025	% Change
Workers Compensation	ICI - Accident Fund	\$117,114	\$123,831	5.74%
Payroll		\$31,669,361	\$31,669,361	
Experience Mod		0.79	0.79	
Non-Medical Internship	ICI - Berkley Life	\$250	\$250	0.00%
Limit		\$25,000	\$25,000	
Deductible		\$0	\$0	
Student Activities	ICI - Hartford/Berkley	\$1,355	\$1,355	0.00%
Limit		\$5,000	\$5,000	
Deductible		\$0	\$0	
Fire Science	ICI - Guarantee Trust Life Ins. Co	\$3,000	\$3,000	0.00%
Limit		\$10,000	\$10,000	
Deductible		\$0	\$0	
ICI TOTALS		\$121,719	\$128,436	5.52%

RECOMMENDED ACTION:

Approve the FY2025 insurance premiums for Workers Comp, Non-Medical Internship, Student Activities, and Fire Science in the total amount of \$128,436 as shown in the table above.

RECOMMENDED FUNDING SOURCE:

General Fund Budget

Submitted by: Kent Williams, Vice President Finance

Supervisor: Dr. Kim, Krull, President

Date: May 29, 2024

TOPIC for ACTION
Memo of Understanding – CoachAbility (formerly Project SEARCH)

REPORT:

The College has entered into an agreement with Butler County Special Education Interlocal and the Division of Vocational Rehabilitation Services to collaborate to create a High School Transition program for students with developmental disabilities and facilitate the acquisition of jobs by people with disabilities when possible. The attached MOU agreement outlines the roles and responsibilities for **CoachAbility** (formerly Project SEARCH) for 2024-2025 year. Butler provides classroom space (20006-20007) in the Welcome Center for the program students, instructors, and counselors. Internships are provided to the students on a ten (10) week cycle.

RECOMMENDED ACTION:

Approve the attached MOU between Butler Community College and Butler County Special Education Interlocal for the **CoachAbility** program.

RECOMMENDED FUNDING SOURCE :

Limited outlay of expense, internet and telephone service are provided at no charge in the classroom.

Submitted by: Shelley Stultz, Associate VP of Human Resources
Supervisor: Dr. Kimberly Krull, President
Date: June 11, 2024

Memorandum of Understanding

The Parties to this Agreement are Butler Community College, Division of Vocational Rehabilitation Services, and Butler County Special Education Interlocal.

I. Purpose:

The Parties in this Agreement will collaborate to create a High School Transition program for students with developmental disabilities, and facilitate the acquisition of jobs by people with disabilities when possible. This agreement specifies the roles and responsibilities of the parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled “**CoachAbility**”.

II. Roles and Responsibilities:

A. Butler Community College and Susan B. Allen Memorial Hospital will:

- Provide classroom space with white board, tables, chairs, locked cabinets, Instructor space with internet, and printer access.
- Provide a business liaison to assist with internship development, introduce CoachAbility staff to the business staff, market the program internally, attend Advisory committee meetings, evaluate program progress, assist in selection process, and work with the Instructor to reinforce workplace rules.
- Develop intern work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants.
- Provide access to hiring opportunities if a participant is appropriate for an internal job opening.
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations.
- Provide access to conference space for events.

D. Butler County Special Education Interlocal will:

- Provide an Instructor to coordinate/teach the program.
- Develop and provide curriculum and instructional materials that meet program goals.
- Assist with the development of work sites, and coordinate and monitor intern activities.
- Facilitate student recruitment activities.
- Establish eligibility guidelines and select participants for the program as a partner of the Advisory Committee.
- Provide Job Coaches to work with students on work sites throughout the host business.
- Provide expertise in adaptations and accommodations, and implement as necessary.
- Provide student liability insurance.
- Encourage a relationship with Vocational Rehabilitation for each student.

- With written consent of student, student’s parents or representative: will provide school records to local agencies as needed.
- Provide additional support for students if necessary, such as Interpreter service, Speech or Occupational Therapy, transportation, etc.
- Coordinate regular team meetings to discuss and evaluate program and intern progress.
- Collect data on student outcomes and report to all partners.
- Assist with public relation activities to promote **CoachAbility**.

III. Measurable Objectives:

All Parties will work collaboratively to:

- Provide intern opportunities for participants with developmental disabilities for the 2023-2024 school year and provide employment opportunities when appropriate to interns.
- Provide support necessary to maximize success of the program participants.
- Continue to develop intern work sites as the program progresses.
- Publicize the collaboration and program activities of CoachAbility.

IV. Period of Agreement:

The effective date of this Agreement will be June. 1, 2024 to June 1, 2025.

V. Limitation of Agreement:

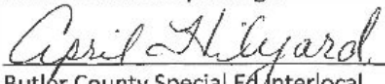
It is understood among the parties that this Agreement is not a contract and is not binding.

VI. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Signatures:

 Butler Community College

 Butler County Special Ed Interlocal


 CoachAbility Manager Butler County Special Ed Interlocal

TOPIC for ACTION
Memorandum of Agreement
Between the Local Area IV Workforce Development Board and Local Area IV Eligible
Education/Training/Apprenticeship Providers

REPORT:

The purpose of this Memorandum of Agreement (MOA) is to provide information about the relationship between the above-mentioned parties regarding their respective roles, duties, obligations, responsibilities, and expectations. This MOA is also intended to contribute to a cooperative and mutually beneficial relationship between the Local Area IV Workforce Development Board (LWDB) and Eligible Education/Training/Apprenticeship Providers, to coordinate resources to prevent duplication and ensure the effective delivery of services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

RECOMMENDED ACTION:

Approval of the MOA between Local Area IV Workforce Development Board and Butler as a Local Area IV Eligible Education/Training/Apprenticeship Provider from July 1, 2024 to June 30, 2025 unless modified by partners.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Peggy Krause, Curriculum and Catalog Director

Supervisors: Dr. Phil Speary, Interim Vice President of Academics

Dr. Heather Rinkenbaugh, Interim Vice President of Academics

Date: May 28, 2024

Local Workforce Development Area IV

MEMORANDUM OF AGREEMENT
Between the Local Area IV Workforce Development Board and
Local Area IV Eligible Education/Training/Apprenticeship
Providers

I. PURPOSE OF MEMORANDUM OF AGREEMENT

A. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations, responsibilities and expectations. This MOA is also intended to contribute to a cooperative and mutually beneficial relationship between the Local Area IV Workforce Development Board (LWDB) and Eligible Education/Training/Apprenticeship Providers, to coordinate resources to prevent duplication and ensure the effective delivery of services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies.

B. PERIOD OF RELEVANCE: This MOA is designed to serve as a record of the relationship of the signatories from July 1, 2024 until June 30, 2025 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature. A review will be conducted annually for modification and/or amendment. Upon agreement by the parties, the MOA will be renewed for each Program Year based on annual reviews and subsequent modification and/or amendment.

II. INTRODUCTION/BACKGROUND

The Local Area IV Workforce Development Board and the Eligible Education/Training/Apprenticeship Provider developed this Memorandum of Agreement to ensure that the following principles are implemented.

III. PARTIES TO THE MEMORANDUM OF AGREEMENT

A. The Local Area IV Workforce Development Board and _____
are the Parties to this Memorandum of Agreement.

B. AMENDMENTS:

1. The information contained in this MOA may be modified or amended by written consent of the parties. The parties understand and agree that all the terms and conditions of the MOA are binding upon any subsequent modification or new agreement. Any request to amend a provision should

be made in writing to the Local Area IV Workforce Development Board and must be agreed to by all parties in writing. Changes particular to a party's service responsibility or individual program delivery methodology are to be communicated but are not considered amendments to the MOA.

2. It is understood by the parties that each should be able to fulfill its role in full accordance with any federal and state laws and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement consistent with federal, state or local statutory, regulatory or policy mandates, the affected party should immediately provide written notice of their intent to amend or modify the Agreement at least 30 days in advance of effectuating the amendment or modification.

C. MISCELLANEOUS:

1. NO INDEMNIFICATION AND LIABILITY: By executing this MOA each partner agrees to work together to deliver services for employers, employees and those seeking employment. However, the partners are not legally "partners" to the extent that term encompasses joint and several liability. Each party under this MOA is responsible for its own employees, representatives, agents and subcontractors.
2. MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES: All parties identified in this MOA or in supplemental agreements to this MOA will respect each others' organizational practices and management structures in the provision of services under the MOA. No party shall be deemed to be an agent or employee of any other party. No party shall have authorization, express or implied, to bind another party to any agreement, liability, or Agreement except as expressly set forth herein. Each party shall be solely responsible for the acts of its employees and agents. At all times during the term and performance of this MOA, the parties shall comply with all applicable Federal and State laws, regulations, rules or procedures, as these provisions currently exist, or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this agreement.
3. NO THIRD PARTY BENEFICIARIES: The parties signing this agreement are the only parties to the agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.
4. ENTIRE AGREEMENT: This agreement sets forth the full and complete Agreement of the parties, as of the date hereof, and relating to the subject matter hereof. It supersedes any and all other agreements regarding the same subject matter, oral or written, made or dated prior thereto.

IV. TERMS OF THE AGREEMENT:

A. The Local Area IV Workforce Development Board agrees:

1. To obtain an individual Release of Information from each participant.
2. To notify the Education/Training/Apprenticeship Provider of its intention to pay, and authorize payments within 30 days of billing.
3. To notify the provider in writing of intent to pay by way of a voucher on behalf of a participant. The voucher will detail the amounts and timeframe that will be funded by the LWDB. Participants should not be allowed to begin training without a completed written voucher.
4. To respond to requests for information timely.
5. To make payments for a semester, quarter or course only. No advance payments will be made. Payment will be made by the end of the term.
6. No payments will be made for classes previously failed or withdrawn from.
7. To discontinue benefits if progress is not made per WIOA guidelines (2.0 GPA).

B. _____ agrees:

1. To provide necessary information to the LWDB as requested and released by the participant at no charge.
2. To make refunds to the LWDB if a participant drops a course as provided in the provider's refund policy.
3. To apply financial aid, both public and private, to the participant's balance prior to applying any payment from the LWDB. Any overage resulting for which the participant may be eligible is to be refunded to the LWDB.
4. To keep Education/Training/Apprenticeship Provider information and individual program information, including cost, updated annually in **KANSASWORKS**.
5. To provide program performance information as requested.
6. The LWDB will notify the provider in writing of intent to pay by way of a voucher on behalf of a participant. The voucher will detail the amounts and timeframe that will be funded by the LWDB. Participants should not be allowed to begin training without a written voucher.
7. Tools, books, uniforms or other materials purchased by the LWDB remain the property of the LWDB until the participant successfully completes training. If a participant returns to the provider items purchased by the LWDB the provider must return those items to the LWDB.

For _____

Date

For the LWDB

Date

TOPIC for Action
Annual Microsoft License Renewal

REPORT:

In 2021, Butler Community College adopted the Microsoft 365 ecosystem to enhance security, analytics, and communication capabilities within a single, cohesive platform. This transition resulted in increased operational efficiencies, reduced Unified Communications costs, and facilitated seamless communication through calling, messaging, and file sharing. Additionally, Butler's Microsoft licensing extends access to essential office suite tools like Word, Excel, and PowerPoint to all students, faculty, and staff, along with various applications such as remote imaging, computer management, scheduling, email, and comprehensive computer security through Microsoft Advance Threat Protection. Microsoft consistently enhances the Microsoft 365 ecosystem with new applications and features annually, promoting digital literacy and bolstering security. Moreover, the platform includes licensing for Windows 11 and Server operating systems, supporting Butler's, approximately 2500 computers and 150 Windows servers.

Butler Community College through the Information Services Division has negotiated a three-year renewal of Microsoft Licensing with an annual savings of \$13,066.11.

CDW-G - \$138,405.01

ConvergeOne - \$152,304.00

RECOMMENDED ACTION:

The Board approve the three-year renewal of the Microsoft 365 Licensing from CDW-G for an annual cost of \$138,405.01.

RECOMMENDED FUNDING SOURCE:

Information Services General Funds

Submitted by: Christina Byram

Supervisor: Dr. Kim Krull

Date: 11 June 2024



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

AMY KERSCHNER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NVZW967	4/19/2024	NVZW967	0345781	\$138,405.01

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Microsoft 365 A5 - subscription license - 1 user Mfg. Part#: AAD-38400-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	1115	5419414	\$118.29	\$131,893.35	
Microsoft SQL Server Standard Core Edition License & Software Assurance Mfg. Part#: 7NQ-00302 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	9	2670099	\$322.14	\$2,899.26	
Microsoft 365 A5 - subscription license - 1 user Mfg. Part#: AAD-38405-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	44000	5419402	\$0.00	\$0.00	
Common Area Phone - subscription license - 1 device Mfg. Part#: KXH-00001-12MO Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	110	5905172	\$32.84	\$3,612.40	

SUBTOTAL	\$138,405.01
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$138,405.01

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

Billing Address:
BUTLER COUNTY COMMUNITY COLLEGE
FINANCE OFFICE
901 S HAVERHILL RD
EL DORADO, KS 67042-3280
Phone: (316) 321-2222
Payment Terms: NET 30-VERBAL

Shipping Address:
BUTLER COUNTY COMMUNITY COLLEGE
AMY KERSCHNER
901 S HAVERHILL RD
EL DORADO, KS 67042-3280
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Dave Walczak | (877) 493-1102 | davewal@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Date: 5/24/2024
Page #: 1 of 2
Documents #: OP-000810064
SO-000913112
Solution Name: Microsoft Lic Takeover
Customer: Butler County Community College

Solution Summary Microsoft Lic Takeover

Customer: Butler County Community College	Primary Contact: Christina Byram
Ship To Address: 901 S HAVERHILL RD EL DORADO, KS 67042-3225	Email: cbyram@butlercc.edu
Bill To Address: 901 S HAVERHILL RD EL DORADO, KS 67042-3225	Phone: 316.737.3873
Customer ID: AOSBUTCO001	National Account Manager: Ronald Chiles
Customer PO:	Email: rchiles@onec1.com
	Phone: +13162662750

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$15,120.00	\$15,120.00
Software	Annual	\$137,184.00	\$137,184.00
Project Subtotal			\$152,304.00
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Project Total			\$152,304.00

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

CONFIDENTIAL AND PROPRIETARY INFORMATION OF C1



Date: 5/24/2024
Page #: 2 of 2
Documents #: OP-000810064
SO-000913112
Solution Name: Microsoft Lic Takeover
Customer: Butler County Community College

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
Software						
1	CFQ7TTC0LHP8:0005	CFQ7TTC0LHP8:0005 - Microsoft 365 A5 Student use benefit (Education Student Pricing) Recurring	12	44000	\$0.00	\$0.00
2	7NQ-01404	7NQ-01404 - SQLSVRSTDCORE SNGL LICSA PK OLV LIC S 2LIC NL 1Y AQY1 ACDMC AP CORELIC Comment: Annuity Pay	12	9	\$560.00	\$5,040.00
3	7NQ-01436	7NQ-01436 - SQLSVRSTDCORE SNGL LICSA PK OLV LIC S 2LIC NL 3Y AQY1 ACDMC AP CORELIC Comment: Full Pay	36	9	\$1,680.00	\$15,120.00
4	CFQ7TTC0LHPJ:0015	CFQ7TTC0LHPJ:0015 - Microsoft 365 A5 (Education Faculty Pricing) Recurring	12	1115	\$115.20	\$128,448.00
5	CFQ7TTC0LH0V:000N	CFQ7TTC0LH0V:000N - Common Area Phone (Education Faculty Pricing) Recurring	12	110	\$33.60	\$3,696.00

TOPIC for Action
Annual ServiceNow Renewal

REPORT:

ServiceNow is a cloud-based Service Desk platform that manages Butler's service tickets for the Service Desk and Facilities Management. ServiceNow is a shared portal instance with our KANE consortium (Kansas and Nebraska colleges), who collaborate to negotiate software licenses to reduce costs. The KANE consortium colleges cohesively work together, managing the services framework and support the ServiceNow application platform. Information Services and Facilities Management recommend that Butler continue service with ServiceNow.

RECOMMENDED ACTION:

The Board approve the 1-year renewal of ServiceNow from Carahsoft for \$45,320.76.

RECOMMENDED FUNDING SOURCE:

Information Services

Submitted by: Christina Byram, Interim Chief Information Officer

Supervisor: Dr. Kim Krull, President

Date: June 11, 2024



ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Order Number
ORD1068522-2

Pricing Expiration: 30 Jun 2020

SNC Account Exec	John Kelly
Phone	+16128037560
E-mail	john.kelly@servicenow.com

Customer Invoice Address		Customer Ship To Address	
Company Name	Northeast Community College	Company Name	Butler Community College
Address	801 E Benjamin Ave	Address	901 S Haverhill Rd
Suite		Suite	
City	Norfolk	City	El Dorado
State/Province	NE - Nebraska	State/Province	KS - Kansas
Zip/Postal Code	68701-6831	Zip/Postal Code	67042-3225
Country	United States	Country	United States
AP Contact Name		Business Contact	
Title		Title	
Phone		Phone	
E-mail		E-mail	
Account #	ACCT0025785		
Reference Contract #(s)	CON0557561-BUTL	PO #	
		Tax exempt?	No
		Payment Terms	Net due in 30 days
Currency	USD		

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD11726	ServiceNow® I2 IT Service Management Professional	Fulfiller User	56	36 Months	1 Jul 2020	30 Jun 2023	\$ 39.60	\$ 26,611.20	\$ 79,833.60
PROD11733	ServiceNow® I2 IT Service Management Professional	Included Student Fulfiller	28	36 Months	1 Jul 2020	30 Jun 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD10953	ServiceNow® I2 Field Service Management	Fulfiller User	50	36 Months	1 Jul 2020	30 Jun 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD12545	ServiceNow® I2 IT Business Management Standard	ITBM User	5	36 Months	1 Jul 2020	30 Jun 2023	\$ 19.80	\$ 1,188.00	\$ 3,564.00
Subscription Product SubTotal								\$ 27,799.20	\$ 83,397.60

Education, Knowledge and Professional Services Subtotal	\$ 0.00
Pre-tax Total	\$ 83,397.60
Estimated Taxes	TBD

Estimated Grand Total \$ 83,397.60

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	July 1, 2020	\$ 27,799.20	TBD	\$ 27,799.20
Annual Subscription Fee	July 1, 2021	\$ 27,799.20	TBD	\$ 27,799.20
Annual Subscription Fee	July 1, 2022	\$ 27,799.20	TBD	\$ 27,799.20
		\$ 83,397.60	TBD	\$ 83,397.60

Hosting Details	
ServiceNow # of Instances:	1 Production 4TB Storage Limit
Instance Names:	comsc
Customer ServiceNow Admin:	
Email:	
Data Center Region:	United States

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Derek Bierman
 Chief Information Officer
 Doane University
 1014 Boswell Ave
 Crete, NE 68333 USA

FROM: Grace Lunde
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: derek.bierman@doane.edu

EMAIL: Grace.Lunde@carahsoft.com

PHONE: (402) 826-8333

PHONE: (571) 591-6419

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO:	45671453
QUOTE DATE:	05/29/2024
QUOTE EXPIRES:	06/28/2024
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	\$45,320.76
TOTAL QUOTE:	\$45,320.76

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO. MONTHS	QTY	EXTENDED PRICE
DUE AT SIGNATURE						
1	PROD17256-2	IT Service Management Professional - Fulfiller User v3 ServiceNow - PROD17256 Start Date: 07/01/2024 End Date: 06/30/2025	RATE: \$42.63	12	OM 71	\$36,320.76
2	PROD01031-2	ServiceNow® Domain Separation For Non-MSP Customers - Application (per \$100,000 Subscription) (Monthly) ServiceNow - PROD01031 Start Date: 07/01/2024 End Date: 06/30/2025	RATE: \$707.36	12	OM 1	\$8,488.32
3	PROD16951-2	ServiceNow® Strategic Portfolio Management Standard - SPM User (Priced Monthly, 1 Year Term) ServiceNow - PROD16951 Start Date: 07/01/2024 End Date: 06/30/2025	RATE: \$21.32	12	OM 2	\$511.68
4	PROD20328-2aa	IT Service Management Professional v3 - Included Student Fulfiller (Monthly) ServiceNow - PROD20328 Start Date: 07/01/2024 End Date: 06/30/2025	RATE: \$0.00	12	OM 36	\$0.00
5	PROD15338-2	ServiceNow AI Search Starter ServiceNow - PROD15338 Start Date: 07/01/2024 End Date: 06/30/2025	RATE: \$0.00	12	OM 1	\$0.00
6	PROD12492-2	ServiceNow® Agile Team - Module (Monthly) ServiceNow - PROD12492 Start Date: 07/01/2024 End Date: 06/30/2025	RATE: \$0.00	12	OM 1	\$0.00
DUE AT SIGNATURE SUBTOTAL:						\$45,320.76
SUBTOTAL:						\$45,320.76
TOTAL PRICE:						\$45,320.76
TOTAL QUOTE:						\$45,320.76

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



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LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO. MONTHS	QTY	EXTENDED PRICE
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PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. (1) Subscription Products are invoiced annually in advance and the entire Subscription Term is undividable; (2) Professional Services fees are invoiced on a time and materials basis, monthly in arrears; and (3) payments are due as per the invoice schedule and as set forth above. Late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of ServiceNow's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies. For the purposes of the foregoing, "Customer" will have the same meaning as "Participant".

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



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LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO. MONTHS	QTY	EXTENDED PRICE
----------	----------	-------------	----------------	------------	-----	----------------

- The Reseller identified in this Quote is solely authorized to resell the ServiceNow subscription products and services directly to the End Customer identified in this Quote. The Reseller shall not provide quotes or otherwise resell to any entities other than the End Customer. Reseller is expressly prohibited from reselling to any other reseller or permitting any customer to further distributor or resell and ServiceNow products or services.
- The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein, then as set forth on <https://www.servicenow.com/upgrade-schedules.html>) (collectively, the "ServiceNow Subscription Service Terms"). All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.
- Reseller accepts ServiceNow flow down terms SSA and agrees to reference all applicable ServiceNow flow down terms on all quotations to end user. Reseller is responsible for end user acceptance of applicable ServiceNow flow down terms.
- Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.
- Upon ServiceNow's request, Reseller will sponsor a claim on ServiceNow's behalf to enforce the ServiceNow Subscription Service Terms against End Customer in accordance with the contract disputes process applicable to End Customer, and Reseller, as a prime contractor.
- Upon Carahsoft's request, Reseller shall provide Carahsoft credible evidence demonstrating End Customer's obligation to adhere to the ServiceNow Subscription Terms, such as a copy of the Reseller's prime contract with End Customer. Prior to providing the prime contract with End Customer to ServiceNow, Reseller, and Carahsoft, respectively shall redact any and all pricing or proprietary and confidential information.
- Learning Credits expire 12 months after the purchase date and are Learning Credits used are billed monthly in arrears. In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to Exceed \$2000 per onsite class).
- Terms for Education Services offerings are set forth on <https://www.servicenow.com/upgrade-schedules.html>
- If Reseller issues a purchase order, any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement.
- For both Renewal Orders and the Option Year Orders, the following conditions shall apply:
 - the Renewal Products in the then expiring order continue to be made commercially available by ServiceNow at the time of the Renewal Order or Option Year Orders, and if not, then the Renewal Order or Option Year Orders shall be for ServiceNow's then available subscription product that is substantially equivalent to the Renewal Product in the expiring order (as determined by ServiceNow);
 - the pricing model for the expiring order continues to be made available by ServiceNow at the time of the Renewal Order or Option Year Orders;
 - the units of each Renewal Product in the Renewal Order or Option Year Orders are equal to or greater than the sum of all the units for that Renewal Product in all the Renewal Orders and Option Year Orders purchased by the customer during the subscription term of the then expiring order form;
 - each Renewal Order and Option Year Orders are for non-refundable, non-cancellable twelve (12) month subscription terms;
and
 - Customer must place the Renewal Order or Option Year Orders before the expiration of the subscription term of the then expiring order. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order, products not ordered on this Order or professional services, training or events.
- Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.
 - End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
 - Carahsoft quotation number for this purchase order.
 - Statement of Work or Change Order (if applicable).
- Send purchase orders to CSTechOM@carahsoft.com.
- Please refer to the attached pages for any Additional Terms and Entitlements for this sale.
- Reinstatement Fees:** Renewals are due prior to the expiration of the existing Subscription Term. All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee equal to 10% of the total renewing annual subscription fee multiplied by the number of past months. If the subscription support end date has passed and no cancellation notification has been issued to the prime contractor, ServiceNow reserves the right to include this fee to reinstate the account.

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. The order is for the entire subscription term and is undividable. Payments are due as per the invoice schedule.

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate or students, alumni or others given access to the subscription service by Customer. Each User must be assigned a unique username and password that may not be shared or transferred. Only employees and contractors that have a user profile in the subscription service which is designated as "active" may be given access to the subscription service.

"Approver User" is any User given the ServiceNow provided "Approver" role in the subscription service by Customer and no other role. An Approver User may only perform the functions set forth in the table below for Approver.

"End User" has the same use rights as "Requester User."

"Fulfiller User" is any User given a role in the subscription service by Customer other than the Approver role. A Fulfiller User may only perform the functions set forth in the table below for Fulfiller.

"Student Fulfillers" are Fulfiller Users designated by the institution that will work no more than twenty (20) hours per week within the ServiceNow platform. The validation of these users will be a specific identification as Student Employee, and the determination that they are students be cross-referenced to their role within the master log (LDAP, Active Directory, etc.) for the institution. It is the responsibility of the Customer to create and monitor this role. Measurement - For purposes of auditing, Student Fulfillers are active Users who have a last login time within the prior 365 days and are assigned at least one Fulfiller role.

"Process User" has the same use rights as "Fulfiller User."

"Requester User" is any User without a role. A Requester User may perform only the functions defined in the table below for Requester.

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included

Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

A “Custom Table” is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/products/entitlements-packages.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD16951 ServiceNow® Strategic Portfolio Management Standard	<p>Included Applications: Collaborative Work Management; Cost Management; Project Portfolio Management; Release Management; Demand Management; Resource Management; Financial Planning; Digital Portfolio Management; Innovation Management; Portfolio Planning and Performance Analytics</p> <p>Usage is limited to the number of SPM Users. An SPM User is defined as any User with the right to access one or more of the Strategic Portfolio Management Applications above and may perform any or all functions within the Strategic Portfolio Management Applications.</p> <p>Performance Analytics use rights apply only to Strategic Portfolio Management Standard Applications and included App Engine Starter Custom Tables.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each SPM User the right to access those Custom Tables.</p> <p>Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.</p>
PROD17256 ServiceNow® IT Service Management Professional	<p>Included Applications: DevOps Config; Incident Management; Digital Product Release; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables.</p> <p>App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type.</p> <p>Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.</p> <p>The following Application(s) became available in the family release indicated below. San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) DevOps Config - Tokyo</p>
PROD20328 ServiceNow® IT Service	<p>Included Applications: DevOps Config; Incident Management; Digital Product Release; Problem</p>

Management Professional v3	<p>Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users.</p> <p>"Included Fulfillers for student users" are designated for temporary student workers by the Customer institution. One (1) Included Fulfiller for student users is added to the Order Form for a given number of paid Fulfillers of the same Subscription Product as specified in the product table above. Included Fulfillers for student users may not be purchased on a standalone basis.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables. App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type.</p> <p>The following Application(s) became available in the family release indicated below: San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) DevOps Config - Tokyo</p>
PROD01031 ServiceNow® Domain Separation For Non-MSP Customers	<p>Domain Separation For Non-MSP Customers.</p> <p>Domain Separation is a capability used to separate certain applications and functionalities on the ServiceNow instance into logically defined domains, allowing for: (i) data segregation between domain groups; (ii) each domain group to customize business process definitions and user interfaces for its own domain; and (iii) the maintenance of certain global processes and reporting in the instance.</p> <p>Domain Separation may only be used for Customer's internal business and may never be used to support third parties, unless such rights are expressly authorized in writing by ServiceNow.</p> <p>The annual subscription fee for "Domain Separation For Non-MSP Customers" is based on the total of the annual subscription fees of all user-based products subscribed by Customer. As Customer exceeds capacity of purchased users or purchases additional users of any of the ServiceNow user-based products, an additional Domain Separation fee may apply.</p>
PROD15338 ServiceNow® AI Search Starter	<p>AI Search Starter includes entitlement of up to a total cumulative count of 500,000 indexed External Documents ("Total Limit"). Unused indexed External Documents expire at the Subscription Term End Date without credit or refund. If Customer exceeds their Total Limit, additional indexed External Documents can be procured for an additional fee.</p> <p>An External Document is a referenced object from an external source identified by a unique Document ID.</p>
PROD12492 ServiceNow® Agile Team	<p>Included Applications: Agile Development and Test Management</p> <p>All Users may use the above applications.</p>

TOPIC for ACTION
Advanced Practice Registered Nurse Agreement

REPORT:

This is the initial annual contract with the Advanced Practice Registered Nurse for Butler College Health Services. This contract allows the clinic to treat patients legally through the state of Kansas.

Contract Introduction:

Term of Agreement: 2024-2025 school year - beginning July 1, 2024 - June 30, 2025.

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 11-165 on the El Dorado campus with services located at the 5000-building room 5250 at the Andover facility.

The health care units are staffed by Registered Nurses (RNs) with physician and APRN consultants. The Advance Practice Nurse consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. She is also available for telephone consultation.

Hospital emergency rooms are located within three miles of the El Dorado campus and the Andover campus

The program shall be continued through the 2024-2025 school year beginning July 1, 2024 through June 30, 2025.

Caitlin Greene APRN agrees to honor the terms and conditions of this agreement with an annual compensation of \$25,000

The contract also includes the following:

- The responsibilities of the APRN at BCC are listed.
- Provisions for referral and consultation

RECOMMENDED ACTION:

The board to approve continued healthcare services to Butler students, faculty, and staff through the approval of this contract.

RECOMMENDED FUNDING SOURCE:

College Health Services budget .

Submitted by: Jaime Sharp, Director – College Health Services

Supervisor: Bill Rinkenbaugh, VP of Student Services

Date: May 28, 2024

BUTLER COUNTY COMMUNITY COLLEGE
Student Life Division
College Health Services

ADVANCED PRACTICE REGISTERED NURSE AGREEMENT

Term of Agreement: 2024-2025 school year – beginning July 1, 2024 – June 30, 2025

Introduction

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 11-165 on the El Dorado campus with services located at the 5000-building room 5250 at the Andover facility.

The health care units are staffed by Registered Nurses (RNs) with physician and APRN consultants. The Advance Practice Nurse consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. She is also available for telephone consultation. Hospital emergency rooms are located within three miles of the El Dorado campus.

The program shall be continued through the 2024-2025 school year beginning July 01, 2024 through June 30, 2025.

Caitlin Greene APRN, agrees to honor the terms and conditions of this agreement.

I. Responsibilities of the Advanced Practice Registered Nurse

1. Caitlin Greene APRN is an independent contractor.
2. Caitlin Greene APRN agrees to be on campus seeing students and consulting with RNs and Dr. Rausch a minimum of two days per week: one day per week at Butler of El Dorado, and one day per week at Butler of Andover. Both parties agree to modify schedule as needed to meet the Health Service's needs.
3. Caitlin Greene APRN agrees to maintain her own professional malpractice insurance in an amount no less than one million (\$1 million) dollars.
4. Caitlin Greene APRN acknowledges that she is an independent contractor and as such is not entitled to College employee benefits.
5. The agreed upon compensation for Caitlin Greene APRN is twenty-five thousand dollars (\$25,000.00) annually, payable monthly
6. Caitlin Greene APRN is responsible for any and all tax consequences of the payments provided for her independent contractor services.
7. This agreement shall become effective on the date accepted and shall continue in effect until terminated by either party on thirty days written notice.
8. BCC reserves the right to terminate this agreement immediately in the event Caitlin Greene APRN fails or refuses to perform her agreed upon responsibilities.
9. Caitlin Greene APRN agrees to be available for calls from RN's and College Health staff, for consultation and referrals in addition to the two days per week on

- campus providing professional medical treatment and consultation required by College Health Services students.
10. Caitlin Greene APRN is responsible for the provision of high-quality health care services by providing the following:
 - a. Education of and effective communication with those served concerning the diagnosis and treatment of their medical conditions, appropriate preventive measures, and use of the health care system.
 - b. Treatment that is consistent with clinical impressions or working diagnoses.
 - c. Continuity of care.
 - d. Appropriate, accurate, and complete medical records entries.
 - e. Adequate and appropriate transfer of information when clients are transferred to another health care provider.
 11. Devise, implement and evaluate plans of care utilizing sound clinical judgments, based on assessment of the physical, psychological, emotional, societal and environmental needs of the clients.
 12. Demonstrate evidence of continuing professional growth by involvement in continuing education, peer review, and the review of protocols and procedures, and participate in, design, and / or conduct research.
 13. Obtain health histories, perform physical exams and assessments, order lab tests, initiate prescribed treatment per established protocol.
 14. Administer adult immunizations, allergy injections and TB skin tests
 15. Create a welcoming open environment for students to express any concerns they have, with sensitivity to trauma informed care, issues of diversity such as sexual orientation, gender expression, and multicultural identity
 16. Engage students actively in their treatment and promote questions/discussion from the patient side of things.
 17. Collaborate care with county health departments, consulting physicians, Butler Community College faculty staff, and patient's family as appropriate

II. Provisions for Referral and Consultation

Registered Nurses are educationally prepared to determine when consultation or referrals are necessary in the primary care setting. They are responsible for obtaining and documenting consultations and the resulting care plans in the chart.

Consultation options consist of telephone contact with the APRN, on site discussion or on site examination of the client by the APRN. Clients can also be referred to the collaborating physician's office or the local emergency room. Options are selected based upon the urgency and complexity of the presenting problem. If the advanced practice nurse is unsure of the appropriate disposition, she is to consult with the physician regarding this matter. Services provided off-campus by Caitlin Greene APRN are to be billed as separate from the annual compensation package previously outlined.

This agreement entered into the date and year stated below:

Advanced Practice Registered Nurse
Caitlin Greene, APRN

Date

RN at BCC Student Health Services
Jaime Sharp MS, RN, MLAC

Date

BCC Vice President of Student Services
Bill Rinkenbaugh, Vice President

Date

Butler County Community College
Dr. Kimberly Krull, College President

Date

TOPIC for ACTION
Registered Nurse/Collaborating Physician Practice Agreement

REPORT: This is the renewal of the annual contract with the medical director for Butler College Health Services. This contract allows the clinic to treat patients legally through the state of Kansas.

Contract Introduction:

Term of Agreement: 2024-2025 school year - beginning July 1, 2024 - June 30, 2025.

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 11-165 on the El Dorado campus with services located at the 5000-building room 5250 at the Andover facility.

The health care units are staffed by Advanced Practice Registered Nurses (APRNS) and Registered Nurses (RNs) with physician consultant. The physician consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. He is also available for telephone consultation and to see patients in his office as needed.

Hospital emergency rooms are located within three miles of the El Dorado campus and the Andover campus.

The program shall be continued through the 2024-2025 school year beginning July 1, 2024 through June 30, 2025.

A BCC staff member, Jaime Sharp MS, MLAC, RN is identified and assigned the responsibilities associated with running the College Health Services in conjunction with Michael A. Rausch, M.D., a licensed physician.

Both Jaime Sharp and Dr. Michael Rausch agree to honor the terms and conditions of this agreement. Dr. Michael Rausch's annual compensation will be \$7,000 annually, with \$3,500 payable on or before December 31, 2024 and the balance on or before May 31, 2025.

The contract also includes the following:

- The responsibilities of the RN at BCC are listed.
- Responsibilities of the Consulting Physician are listed.
- Coverage for Emergency Absence of the APRN or RN
- Resolution of Disagreement between the RN and Collaborating Physician
- Concerning Diagnosis and Treatment
- Review of Client Records by Collaborating Physician
- Enforcement of Collaborative Agreement

RECOMMENDED ACTION:

The board to approve continued healthcare services to Butler students, faculty, and staff through the approval of this contract. There is no change in the annual contract with the exception of the date.

RECOMMENDED FUNDING SOURCE:

College Health Services budget

Submitted by: Jaime Sharp, Director – College Health Services
Supervisor: Bill Rinkenbaugh, VP of Student Services
Date: May 28, 2024

Student Life Division
College Health Services

REGISTERED NURSE/COLLABORATING PHYSICIAN PRACTICE AGREEMENT

Term of Agreement: 2024-2025 school year – beginning July 1, 2024 – June 30, 2025

Introduction

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 11-165 on the El Dorado campus with services located at the 5000-building room 5250 at the Andover facility.

The health care units are staffed by Registered Nurses (RNs) with physician consultant. The physician consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. He is also available for telephone consultation and to see clients in his office as needed. Hospital emergency rooms are located within three miles of the El Dorado campus.

The program shall be continued through the 2024-2025 school year beginning July 01, 2024 through June 30, 2025.

A BCC staff member, Jaime Sharp, RN, is identified and assigned the (RN, Director of College Health) responsibilities associated with running the College Health Services in conjunction with Michael A. Rausch, M.D., a licensed physician.
(Physician Name)

Dr. Michael Rausch agrees to honor the terms and conditions of this agreement.
(Physician Name)

I. Responsibilities of the Registered Nurse

The responsibilities of the RN at BCC are listed below:

1. Management for the purpose of scheduling is under the supervision of Bill Rinkenbaugh, Vice President of Student Services, and Dr. Kimberly Krull, College President. The RN is responsible for the following, which shall not be the responsibility of supervisors.
2. Responsible for the provision of high-quality health care services by providing the following:
 - a. Accessible and available health services on campus at El Dorado and Andover.
 - b. Education of and effective communication with those served concerning the diagnosis and treatment of their medical conditions, appropriate preventive measures, and use of the health care system.
 - c. Treatment that is consistent with clinical impressions or working diagnoses.
 - d. Continuity of care.
 - e. Appropriate, accurate, and complete medical records entries.
 - f. Adequate and appropriate transfer of information when clients are transferred to another health care provider.

3. Assess real or potential health hazards and current health status, including analysis of health behavior related to life-style and culture.
4. Devise, implement and evaluate plans of care utilizing sound clinical judgments, based on assessment of the physical, psychological, emotional, societal and environmental needs of the clients.
5. Assist individuals to assume responsibility for the restoration of health and prevention of illness.
6. Consult, refer and collaborate with other disciplines involved in the delivery of total patient care.
7. Utilize the resources of the College community and the surrounding community area.
8. Promote collegial relationships with other clinical staff and providers in the community.
9. Demonstrate evidence of continuing professional growth by involvement in continuing education, peer review, and the review of protocols and procedures, and participate in, design, and/or conduct research.
10. Attend meetings as requested.
11. Demonstrate awareness of legislative issues relating to nursing practice and health care.
12. Serve as a clinical associate of the Department of Nursing, thus supporting the learning and practice of students through such activities as case discussions, resource identification, and assistance in the assessment and planning stages of the nursing care plan.
13. Serve as a role model for students.
14. Direct other employees of College Health Services, Registered Nurses, student workers, nursing and medical records students, office staff, and volunteers; in the medical management of patient care.

II. Responsibilities of the Consulting Physician

Physician is an independent contractor.

18. Physician agrees to be on campus seeing students and consulting with RNs and APRN a minimum of two (2) hours per week--currently scheduled during the Spring and Fall semesters: three (3) Mondays per month at Butler of El Dorado, and one (1) Monday per month at Butler of Andover. Both parties agree to modify schedule as needed to meet the Health Services needs and medical emergencies in the Physician's practice.
19. Physician agrees to maintain their own professional malpractice insurance in an amount no less than two million (\$2 million) dollars and includes Butler Community College as an additional insured under said policy.
20. Physician acknowledges that they are an independent contractor and as such is not entitled to College employee benefits, including workers' compensation.
21. The agreed upon compensation for the Physician is seven thousand dollars (\$7,000.00) annually, payable \$3500.00 on or before December 31, 2024 and the balance on or before May 31, 2025.
22. Physician is responsible for any and all tax consequences of the payments provided for his independent contractor services.
23. This agreement shall become effective on the date accepted and shall continue in effect until terminated by either party on thirty days written notice. In the event of termination prior to the end of a semester the amount payable will be pro-rated for services rendered.

24. BCC reserves the right to terminate this agreement immediately in the event the Physician fails or refuses to perform the agreed upon responsibilities.
25. Physician agrees to be available for calls from APRN, and/or RN and staff, for consultation and referrals in addition to the two hours on campus providing professional medical treatment and consultation required by College Health Services students.
26. Physician agrees to indemnify the Butler Community College from any and all liability arising from Physicians actions.

III. Provisions for Referral and Consultation

Registered Nurses are educationally prepared to determine when consultation or referrals are necessary in the primary care setting. They are responsible for obtaining and documenting consultations and the resulting care plans in the chart.

Consultation options consist of telephone contact with the physician, on site discussion or on site examination of the client by the physician. Clients can be referred to the collaborating physician's office or the local emergency room. Options are selected based upon the urgency and complexity of the presenting problem. If the advanced practice nurse is unsure of the appropriate disposition, she is to consult with the physician regarding this matter.

No medical specialists are on staff at the College Health Services. Referrals to providers in the community are made by the RN in collaboration with the physician if the RN feels this is necessary.

Services provided off-campus by the contracted Physician are to be billed as separate from the annual compensation package previously outlined.

IV. Coverage for Emergency Absence of the APRN or RN

At any time when there is no RN or APRN on site clients are directed to contact the campus security department. That department will obtain emergency transport to the local hospital if necessary. Home telephone numbers of the director of the clinic are on file with key college personnel.

V. Coverage for Emergency Absence of the Physician

In the case of emergency absence of the collaborating physician, the RN will contact one of the other consulting physicians for the College Health Services or the physician colleague designated to cover for the absent physician.

VI. Resolution of Disagreement Between the APRN and Collaborating Physician Concerning Diagnosis and Treatment

Should disagreement arise between the APRN and the collaborating physician regarding diagnosis or treatment, one or more of the following means for resolution shall be followed. Such disagreement shall be communicated to the patient and documented by the APRN in the patient's chart. The physician shall be given the opportunity to speak to the patient or the patient's family directly in order to fully explain the treatment options.

Mechanisms to be used to resolve conflict are:

1. Consult with other physician and/or APRN colleagues affiliated with the clinic.
2. Refer to current professional literature (journals, research, and texts) appropriate to the area in question.
3. Consult with a specialist in the problem area.

VII. Review of Client Records by Collaborating Physician

Chart review with the collaborating physician occurs during each on-site visit by the physician. Client records are available at all times for physician review. Physicians are scheduled to be on campus at least once weekly or every other week, while classes are in session. It is the responsibility of the RN to bring to the attention of the collaborating physician any cases which may be in question or where the expected clinical course is not resulting from initial treatment attempts.

VIII. Enforcement of Collaborative Agreement

The enforcement and monitoring of compliance with the guidelines of this document are vested with Bill Rinkenbaugh, Vice President of Student Services, Dr. Kimberly Krull, College President. Any complaints or failure of compliance with these guidelines should be brought to their attention for review and follow-up.

The parties agree to these terms and conditions for the term of the agreement unless modified in writing by all parties.

This agreement entered into the date and year stated below:

Physician Signature
Dr. Michael Rausch MD

Date

RN, Director of College Health
BCC Student Health Services
Jaime Sharp MS, RN, MLAC

Date

BCC Vice President of Student Services
Bill Rinkenbaugh, Vice President

Date

Butler Community College
Dr. Kimberly Krull, College President

Date

TOPIC for ACTION
Clinical Affiliation Agreement with Wesley Medical Center

REPORT:

Butler Community College and Wesley Medical Center, LLC d/b/a Wesley Medical Center, do hereby enter into an agreement for a period of three (3) years, July 1, 2024 and ending on June 30, 2027, to furnish a clinical lab experience for students at Butler CC, primarily in Nursing and EMT programs.

RECOMMENDED ACTION:

Board approval to maintain clinical contract with Wesley Medical Center, LLC, d/b/a Wesley Medical Center.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Janet Schueller, Associate Dean – HEP

Supervisor: Julio Guerrero, Dean – HEP

Date: May 17, 2024

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this “Agreement”) is made as of July 1, 2024 (the “Effective Date”) by and between **Butler County Community College Health, Education and Public Services Division** (“School”) and **Wesley Medical Center, LLC d/b/a Wesley Medical Center** (“Hospital”). School and Hospital may be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of Nursing and Allied Health (the “Degree Program”);

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at 550 N. Hillside, Wichita, KS 67214 (the “Facility”);

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital (“Clinical Program”). School may modify the Clinical Program from time to time with Hospital’s permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
- (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a “Participating Student”);
 - (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a “Rotation”);
 - (iii) provide training for Hospital’s representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
 - (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
 - (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility.**

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program. For any faculty or preceptor provided or appointed by School who is a physician or advanced practice provider that will be on site providing services in connection with the Clinical Program, School shall provide Hospital fully signed Exhibit D (form attached hereto). Further, School represents and warrants that it (including its affiliate) will not compensate any such faculty for their services provided to School in connection with the Clinical Program.
- (ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.
- (iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Facility's Administrator while onsite at the Facility.
- (iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Facility's Program Representative to address unresolved issues.
- (v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Facility to the extent that access to such information is required by Facility to carry out the Clinical Program. If

Participating Student notifies School that they revoke said consent, School shall immediately notify Hospital and the revocation shall become effective immediately upon such notice as applicable to any decisions after that date.

- (c) **Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code.** School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility.** School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Workforce Member Confidentiality and Security Agreement, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance.** School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request,

certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants.** School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin blood draw (T-spot or Quantiferon Gold) or Tuberculin skin test (2 step) both performed within 90 days of start/hire date. If previous positive reactor, need completed TB questionnaire and chest x-ray done within 12 months of start/hire date;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers (if titers show negative, must receive boosters) or two (2) doses of MMR given after 1967;
- (iii) Proof of Varicella immunity, by two Varicella immunizations or positive blood titer (if titer is negative, must receive booster);
- (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
- (v) Proof of Hepatitis B by positive titer showing proof of immunity (if titer is negative, must receive booster), immunization, or declination of vaccine, if patient contact is anticipated.

- (vi) Proof of Tdap (Tetanus, Diphtheria, and Pertussis) Vaccine within the last 10 years.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (l) **Background Checks.**
 - (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
 - (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:
 - A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
 - (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-

consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:
- (i) Substances tested prior to placement at the Facility must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine.
 - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Facilities. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
- (p) **Approval and Authorization.** Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (e) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (f) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
- (g) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
- (h) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (i) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.
- (j) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (k) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
- (l) Hospital shall provide qualified and competent staff members in adequate number for the

instruction and supervision of students using the Facility.

- (m) Hospital shall maintain the confidentiality of information it receives from School about a Participating Student in a manner consistent with Hospital's policies regarding confidentiality of employee records.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may

terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Other than as set forth in section 1(i), each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue through September 30, 2026 unless terminated as provided below (the “Term”).
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
 - (ii) in the aggregate, School and all of School’s affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change

in status of the representation and warranty set forth in this section.

12. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **USE OF NAME OR LOGO.** Neither Party will use the names, logos or marks associated with the other Party without the express written consent of the Party who is associated with the name, logo or marks. Further, School will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the Kansas area.

19. **FORCE MAJEURE.** None of the parties shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

20. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

21. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Wesley Medical Center
550 N. Hillside
Wichita, KS 67204
Attn: Chief Executive Officer

Copy to: HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

If to School: Butler County Community College
901 S. Haverhill Road
El Dorado, KS 67042
Attention: Dean of Student Affairs

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

22. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

23. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

24. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

25. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made by either Party to the Program Participants in connection with this Agreement.

26. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

27. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and

conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL

By: _____

Title: _____

Date: _____

HOSPITAL

By: _____
Nicole Castleberry, CFO

Date: _____

EXHIBIT A

Statement of Responsibility

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at **Wesley Medical Center, LLC d/b/a Wesley Medical Center** (Hospital”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by _____ (“School”) at Hospital unless such injury or loss arises solely out of Facility’s gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (*e.g.*, employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (*e.g.*, nursing, medical, and interns), faculty/instructors, contractors (*e.g.*, HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company’s sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (*e.g.*, the European Union General Data Protection Regulation), and applicable Company policies and procedures, including,

without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
 - b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
 - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
 - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my

Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").

25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:

Date:

Printed Name:

3/4 ID:

Exhibit C

Attestation of Satisfactory Background Investigation

On behalf of _____ (School”), I acknowledge and attest to **Wesley Medical Center, LLC d/b/a Wesley Medical Center** (“Facility”) that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- _____ verifies the Subject’s Social Security Number;
- _____ does not reveal any criminal activity;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not on a State exclusion list, if any;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department’s Office of Foreign Assets Control list of Specially Designation Nationals; and
- _____ no other aspect of the investigation required by Facility reveals information of concern

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

Name of School

Date: _____

Exhibit D
Faculty Responsibilities

The undersigned faculty or preceptor for the Clinical Program (“Faculty”) agrees to and acknowledges the following:

- a) Faculty has been engaged by [] (“School”) to serve as onsite faculty or preceptor for School’s students in [] (“Clinical Program”);
- b) Faculty (i) is currently and will continue to be licensed by the state in which the Hospital is located, (ii) is clinically competent, (iii) has the privilege(s) as required by Hospital to perform all clinical services required for or relating to the Clinical Program and (iv) carries professional liability insurance in the minimum amounts of one million dollars per occurrence and three million dollars annual aggregate, and shall provide evidence of such insurance to Hospital upon request;
- c) Faculty shall understand the content, scope and educational preparation of the students prior to their clinical rotation at Hospital;
- d) Faculty shall orient the students to the Hospital and provide information regarding the Hospital’s rules, regulations, policies, and procedures. As part of the orientation, Faculty will inform students that they will be expected to adhere to all Hospital policies (including but not limited to policies related to patient care issues, such as confidentiality of patient records and information);
- e) Faculty shall provide students suitable clinical experience and cases as prescribed by the curriculum provided by School;
- f) Faculty shall evaluate performance of students in the Clinical Program as required by School and using forms provided by School;
- g) Faculty shall act as the students’ clinical advisor and supervisor for the duration of their clinical rotation at Hospital, and shall be fully responsible for the actions or omissions of the students under his or her supervision;
- h) Faculty represents and warrants that he or she is not compensated by School or its affiliate in connection with faculty or preceptor services provided in connection with the Clinical Program; and
- i) Faculty represents and warrants to Hospital he or she is not (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the “Federal health care programs”); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) under investigation or otherwise aware of any circumstances which may result in Faculty being excluded from participation in the Federal health care programs.

Faculty:

Name: []
Date: []

RESOLUTIONS

TOPIC for ACTION
Payment of Claims

REPORT

The administration is requesting approval to continue the current procedure for payment of claims consistent with Resolution 98-4 which was adopted October 13, 1998:

BE IT RESOLVED that subject to prior Purchase Policy, the Trustees hereby approve the payment of any and all "claims" that are part of the approved Budget. The Trustees further authorize the Administration to pay any claims arising from the approved Budget. This approval and authority is provided pursuant to K.S.A. 12-105 (b) et seq.

When this resolution was adopted, it was the intent of the Board of Trustees to approve the resolution annually as a routine item.

RECOMMENDED ACTION:

The administration is requesting approval to continue the current procedure for payment of claims for the 2023-24 budget year consistent with Resolution 98-4.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Yolanda Hackler, Director – Accounts Payable

Supervisor: Kent Williams, VP of Finance

Date: May 14, 2024

PERSONNEL

TOPIC for ACTION

Full Time Ethics, Philosophy, and Religion Instructor

REPORT:

Dr. Kelby Accardi-Harrison is recommended for the Full-Time Ethics, Philosophy, and Religion instructor position for the 2024-2025 academic year. This position will teach Ethics, Philosophy, and Religion classes and assist with departmental course development. Dr. Accardi-Harrison holds a Ph.D. of Philosophy from Northwestern University in Illinois and a Certification of Religion and Ministry from New York Theological Seminary.

RECOMMENDED ACTION:

Recommendation of approval for Dr. Kelby Accardi-Harrison as a Full Time Instructor of Ethics, Philosophy, and Religion for the 2024-2025 academic year at a salary of \$58,600 plus full benefits.

RECOMMENDED FUNDING SOURCE:

General Funds

Submitted by: Dr. Jonathan Craig, Associate Dean – HSBS

Supervisors: Dr. Troy D. Nordman, Dean - HSBS

Date: May 22, 2024

TOPIC for ACTION
Head Men's Basketball Coach

REPORT:

The contract for Eric Nitsche, Head Men's Basketball Coach, will run from May 28, 2024 through March 31, 2025. Eric is entering his first year as the Head Men's Basketball Coach at Butler Community College.

RECOMMENDED ACTION:

Board approval of the contract at a salary of \$68,000.

RECOMMENDED FUNDING SOURCE:

Athletics General Fund

Submitted by: Todd Carter – Athletic Director

Supervisor: Bill Rinkenbaugh, VP of Student Services

Date: May 29, 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

Due to the timing necessary for printing the Board Book, the May 2024 Statement of Revenues and Expenditures was not ready at the time of printing. They will be sent to Trustees under separate cover once available.

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
JUNE 2024**

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

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

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
September Board Finance Committee	Tuesday, September 10, 2024; 3:30pm President's Conference Room	Dave Sherrer Mary Martha Good
September Board Meeting	Tuesday, September 10, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
September Work Session	Monday, September 23, 2024; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

ACTIVITY CALENDAR

Independence Day Holiday – Campus Closed	Thursday, July 4	All Day
Summer Session Ends	Friday, August 2	All Day
Professional Development Days	Monday, August 12-Friday, August 16	All Day
Fall Classes Begin	Monday, August 19	All Day

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, President Kim Krull, Shelley Stultz, Alisa Ehrlich, Ray Connell, Jennifer Hartman-Vice and Kim Jackson be included.

The meeting will resume in the Dankert Trustee Board Room within 60 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.**