

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING**
4:30 p.m., Tuesday, September 10, 2024 – Dankert Trustee Board Room
Watch Live via <http://www.butlercc.edu/bctv>

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| 3:30 p.m. | Board Finance Committee Meeting – President’s Conference Room. |
| 4:30 p.m. | Combined Revenue Neutral Rate Hearing (KSA 79-2988) and Public Budget Hearing (KSA 79-2929) |
| | 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. **COMBINED REVENUE NEUTRAL RATE HEARING (KSA 79-2988) and PUBLIC BUDGET HEARING (KSA 79-2929) (4:40pm)**
 - A. Declaration to open the Public Hearing and comments from the Chair of the Board -----3
 - B. Public Comment Period
 - C. Board Closing Statements
 - D. Approval of Resolution 24-09: A Resolution of the Board of Trustees of Butler Community College, Butler County, Kansas to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate. -----4
 - E. Adjourn the Public Hearing
- V. **APPROVAL OF THE FY2025 LEGAL AND OPERATING BUDGETS (5:00pm) ----7**
- VI. **RECOGNITIONS (5:10pm) -----9**
- VII. **PUBLIC COMMENT (5:30pm)**
If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3b36GXi>
- VIII. **STANDING REPORTS (5:40pm)**
 - A. Student Government Association Report – Kylie Metsker
 - B. Operational Staff Report – Zach Cannady
 - C. Professional Employees Report – Kamielle Freeman

| | | |
|-------|---|----|
| | 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. President’s Report – Kim Krull | |
| IX. | MONITORING REPORTS (5:50pm) | |
| | A. None | |
| X. | BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES | |
| | A. Board Self-Evaluation (Jolly) (5:50pm) ----- | 12 |
| | B. Presidential Search Update (Jolly) (6:00 pm) ----- | 13 |
| | C. Faculty Evaluation Process (Speary) (6:10 pm) ----- | 14 |
| XI. | BOARD ACTION ITEMS | |
| | A. Canusia License Agreement (Streeter) (6:20) ----- | 15 |
| XII. | CONSENT AGENDA (6:30pm) | |
| | A. Approval of Meeting Minutes | |
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| | B. Approval of Bills and Warrants for August 2024 (Wilson) ----- | 34 |
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| | D. Bids and Purchases - None | |
| | E. Ratification of Agreements and Contracts | |
| | A. ESU (Jensen) ----- | 37 |
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| | C. Full-Time Nursing Instructor (Schueller) ----- | 44 |
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| XIII. | SUPPLEMENTAL INFORMATION (6:40pm) | |
| | A. Key Performance Indicators Update (Mohammad)----- | 46 |
| | B. Monthly Statement of Revenue & Expenditures (Potter)----- | 50 |
| | C. Thank You Notes ----- | 52 |
| | D. Board Calendars----- | 57 |
| XIV. | EXECUTIVE SESSION (6:45pm) ----- | 59 |
| XV. | ADJOURNMENT (7:45pm) ----- | 60 |

DECLARATION TO OPEN THE PUBLIC HEARING & COMMENTS FROM THE CHAIR

Chair:

"I declare the public hearing for the proposed 2024-2025 Butler Community College Budget now open. The purpose of this hearing is to hear and answer objections of taxpayers relating to the proposed budget and consider amendments to the proposed budget as required by KSA 79-2929, and to consider exceeding the revenue neutral rate as required by KSA 79-2988(b)(3).

The budget hearing is being held in conjunction with the revenue neutral rate hearing as authorized by KSA 79-2988(b)(3).

I am Linda Jolly, Chair of the Board. Seated with me around the table are Trustee Good, Trustee Braungardt, Trustee Rhodes, Trustee Huslig, Trustee Sherrer, and Trustee Smith, as well as President Dr. Kim Krull and Executive Assistant to the Vice President of Academics, Kim Jackson. Other Butler administrators, faculty, and staff are also present.

To briefly explain the budget process, several months ago we began with recommendations from individual department heads which were then reviewed by our budget officers and senior administrators. In conjunction with parameters set by the Board of Trustees, the administration developed a budget recommendation that was presented to the Trustees.

At its regular meeting on August 13, the Board of Trustees passed the NOTICE OF HEARING TO EXCEED THE REVENUE NEUTRAL RATE AND BUDGET HEARING FOR THE 2024-2025 BUDGET. This notice set the maximum expenditure budget by fund at \$93,837,196, and the maximum amount of tax to be levied at \$14,406,813.

The estimated mill levy rate for the proposed budget is 13.268 mills, which exceeds the revenue neutral rate of 11.671 mills by 1.597 mills. The proposed rate is an increase of 1 mill from last year's budget.

The expenditure budget provides the college with the ability to increase its operating budget to address significant unanticipated expenses. The amount of tax to be levied in the proposed budget is the same amount that was levied last year.

The Notice was published in the college's official newspaper and on its website as required by statute with the hearing set for 4:30 p.m. today, September 10, 2024, in the Hubbard Welcome Center, 901 S. Haverhill, in El Dorado.

At this time, I will open the hearing to public comment from individuals who would like to speak. We request that you to hold your comments five minutes. Please announce your name and address and sign the sign-in sheet. Individuals may speak again after all interested parties have spoken.

The Board will not take any action or participate in discussion during the public comment period. We will provide closing statements once everyone has had a chance to speak.

TOPIC for ACTION
Resolution to Exceed the Revenue Neutral Rate

REPORT:

At the August 13th Board meeting, the Trustees approved the NOTICE OF HEARING TO EXCEED THE REVENUE NEUTRAL RATE AND BUDGET HEARING, a copy of which is reproduced on page 5.

The proposed resolution to exceed the revenue neutral rate is shown below.

Note: There must be a roll-call vote on this item.

RECOMMENDED ACTION:

The administration recommends approval of Resolution 24-09: A RESOLUTION OF THE BOARD OF TRUSTEES OF BUTLER COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Kent Williams, Vice President of Finance
Supervisor: Dr. Kim Krull, President
Date Submitted: September 1, 2024

**NOTICE OF HEARING TO EXCEED THE REVENUE NEUTRAL RATE AND BUDGET HEARING
2024-2025 BUDGET**

The governing body of Butler Community College in Butler will meet on September 10, 2024 at 4:30 pm, the Hubbard Welcome Center, El Dorado, Kansas for the purpose of answering objections of taxpayers relating to the proposed use of all funds, and the amount of tax to be levied, the revenue neutral rate, and to consider amendments. Detailed budget information is available at The office of the Vice President for Finance and will be available at this hearing.

BUDGET SUMMARY

The Expenditures and the Amount of 2024 Tax to be Levied (as shown below) establish the maximum limits of the 2024-2025 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to change depending on final assessed valuation.

| | 2022-2023 | | 2023-2024 | | Proposed Budget 2024-2025 | | |
|-------------------------------|----------------------------|------------------|----------------------------|------------------|------------------------------|---------------------------------|----------------|
| | Actual Expend. & Transfers | Actual Tax Rate* | Actual Expend. & Transfers | Actual Tax Rate* | Budgeted Expend. & Transfers | Amount of 2024 Tax to be Levied | Est. Tax Rate* |
| Current Funds Unrestricted | | | | | | | |
| General Fund | 47,928,130 | 13.855 | 50,663,518 | 12.268 | 65,652,535 | 14,406,813 | 13.268 |
| Postsecondary Tech Ed | 15,015,946 | | 15,546,151 | | 18,514,661 | XXXXXXXXXX | XXX |
| Adult Education | 469,980 | | 484,916 | | 700,000 | 0 | 0.000 |
| Adult Supp Education | 335,871 | XXX | 348,604 | XXX | 1,000,000 | XXXXXXXXXX | XXX |
| Motorcycle Driver | 6,316 | XXX | 5,440 | XXX | 20,000 | XXXXXXXXXX | XXX |
| Truck Driver Training | 0 | XXX | 0 | XXX | 0 | XXXXXXXXXX | XXX |
| Auxiliary Enterprise | 4,866,295 | XXX | 4,519,107 | XXX | 7,500,000 | XXXXXXXXXX | XXX |
| Plant Funds | | XXX | | XXX | | XXXXXXXXXX | XXX |
| Capital Outlay | 1,023,784 | | 0 | | 450,000 | (0) | 0.000 |
| Bond and Interest | 0 | | 0 | | 0 | 0 | 0.000 |
| Special Assessment | 0 | | 0 | | 0 | 0 | 0.000 |
| No Fund Warrants | 0 | | 0 | | 0 | 0 | 0.000 |
| Revenue Bonds | 0 | XXX | 0 | XXX | 0 | XXXXXXXXXX | XXX |
| Total All Funds | 69,646,322 | 13.855 | 71,567,736 | 12.268 | 93,837,196 | XXXXXXXXXX | 13.268 |
| <i>Revenue Neutral Rate**</i> | | | | | | | 11.671 |
| Total Tax Levied | 12,928,138 | | 12,748,659 | | XXXXXXXXXX | 14,406,813 | |
| Assessed Valuation | 933,088,928 | | 1,039,165,370 | | 1,085,817,539 | | |

Outstanding Indebtedness, July 1

| | 2022 | 2023 | 2024 |
|--------------------------|-------------------|-------------------|-------------------|
| G.O. Bonds | | | |
| Capital Outlay Bonds | | | |
| Revenue Bonds | | | |
| No-Fund Warrants | | | |
| Temporary Notes | | | |
| Lease Purchase Principal | 12,750,537 | 11,614,667 | 10,456,186 |
| Total | 12,750,537 | 11,614,667 | 10,456,186 |

* Tax Rates are expressed in mills.
**Revenue Neutral Rate as defined by KSA 79-2988

Sandra K. Jolly
Board Chair, Butler Community College

Butler Community College Resolution 24-09

A RESOLUTION OF THE BOARD OF TRUSTEES OF BUTLER COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, The Revenue Neutral Rate for Butler Community College for the 2024-2025 budget was calculated as 11.671 mills by the Butler County Clerk; and

WHEREAS, the 2024-2025 budget proposed by the Board of Trustees of Butler Community College will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Board of Trustees of Butler Community College held a hearing on September 10, 2024 allowing all interested taxpayers an opportunity to give oral testimony; and

WHEREAS, the Board of Trustees of Butler Community College, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BUTLER COMMUNITY COLLEGE:

Butler Community College shall levy a property tax rate exceeding the Revenue Neutral Rate of 11.671 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Board of Trustees.

ADOPTED by the Board of Trustees Butler Community College, Butler County, Kansas this 10th day of September 2024.

Chair of the Board of Trustees

Secretary/Treasurer of the Board of Trustees

TOPIC for ACTION
Approval of FY2025 Legal and Operating Budgets

REPORT:

The administrative budget recommendation was presented at the August 13th Board Meeting. At that time the Board approved the NOTICE OF HEARING TO EXCEED THE REVENUE NEUTRAL RATE AND BUDGET HEARING, a copy of which is reproduced below.

Also reproduced below is a summary of the FY2025 Operating Budget recommendation from the August 13, 2024 budget booklet.

RECOMMENDED ACTION:

Approve the legal budget for 2024-2025 as published with the amount of taxes to be levied for the General Fund of \$14,406,813 and the total expenditure budget for all funds of \$93,837,196 and approve the Operating Budget expenditures for 2024-2025 as presented to the Board of Trustees on August 13, 2024 in the amount of \$58,186,756.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Kent Williams, Vice President of Finance
Supervisor: Dr. Kim Krull, President
Date: 1, 2024

Butler Community College
Operating Fund Budget Summary for FY2025
August 13, 2024

| | <u>FY2024</u> | <u>Increase (Decrease)</u> | <u>FY2025</u> |
|--|----------------------|---------------------------------------|----------------------|
| 1 Operating Revenues | <u>\$53,592,040</u> | <u>\$1,234,927</u> | <u>\$54,826,966</u> |
| 2 | | | |
| 3 Expenditure Budget | \$57,755,763 | 430,993 | 58,186,756 |
| 4 Unspent Budget Estimate | <u>\$2,729,520</u> | <u>(129,520)</u> | <u>2,600,000</u> |
| 5 Net Expenditures | <u>55,026,243</u> | <u>560,513</u> | <u>55,586,756</u> |
| 6 | | | |
| 7 Revenues Over (Under) Expenditures | <u>(1,434,203)</u> | <u>674,414</u> | <u>(759,790)</u> |
| 8 | | | |
| 9 Beginning Unencumbered Cash | \$10,547,756 | <u>(1,434,203)</u> | \$9,113,553 |
| 10 Ending Unencumbered Cash | <u>\$9,113,553</u> | <u>(\$759,790)</u> | <u>\$8,353,763</u> |
| 11 | | | |
| 12 Recommended target 10.5% of expenditures | \$6,064,355 | 45,254 | \$6,109,609 |
| 13 Unencumbered cash over (under) target | \$3,049,197 | (805,044) | \$2,244,153 |

AUGUST BOARD RECOGNITIONS

- **Butler Athletes** received a number of NJCAA and KJCCC honors. In 2023-24, 86 Butler athletes received KJCCC All-Academic honors with an earned 3.5 GPA or above. Seventy-two Butler athletes received NJCAA All-Academic recognition with an earned 3.6 GPA or above. Twenty Butler athletes earned NJCAA All-American honors. Butler NJCAA Academic All-Americans who are at Butler this fall include:
 - **Baseball:** Cooper Rasmussen, Gavin Willett, William Thomas Gibbs, Dayton Pelfrey, Caden Hinthier
 - **Football:** Gabriel Welch, Landon Boss, Seth LeClair, Ozzy Poage, Aidan Battle
 - **Men's Track and Men's Cross Country:** Abdelhakim Boukhiar
 - **Soccer:** London Hunter, Ruby Kilden, Saki Matsumoto, Sakiko Manabe, Logan Riley, Alayna Runck, Macie Windsor
 - **Softball:** Claire Lopez, Caylee Mann, Madison Nightingale, Chole Odle, Krysten Moran
 - **Volleyball:** Laynee Brown, Sarah Sullivan, Karly Girty, Taelyn Jones, Anja Milosevic
 - **Women's Cross County and Women's Track:** Alison Unruh, Zothile Mbhamali
- **Butler Jazz Ensemble Members and Directors, Brett Martinez and Cally Bitterlin** recently received an invitation to perform at the 2025 Kansas Music Educators Association Inservice Workshop this coming February. This is the highest honor a performing ensemble can receive in Kansas. Directors submit applications and recordings of three selections from ensembles they wish to be considered. Independent review committees then evaluate and prioritize submissions in a blind audition process. It is worth noting that over the last decade only four community college instrumental ensembles have performed at the KMEA ISW. Of those, two have represented Butler Community College. The BCC Clarinet Quartet in 2016, and the BCC Jazz Ensemble this upcoming February.
 - **Alto Saxophone:** Landon Burkett, Gabe Parker, Hailey Misegadis
 - **Tenor Saxophone:** Vincent Aramburu, Kayla Potter, Alexis Stone
 - **Bari Saxophone:** Alex Backus, Adam Long
 - **Trumpet:** Kylie Metsker, Preston Schuetz, Mark Fanning
 - **Trombone:** Jackson DeForrest, Maxwell Morris, Caleb Wilson, Dylan Dirksen
 - **Drums:** Jared Goldstein, Dylan Boucher, Kianna Mantanona
 - **Bass:** Lauren Anderson
 - **Guitar:** Jacob Mick, Draven Ramsey
 - **Piano:** Kabren Wetzel
 - **Percussion:** Cameron Eckdahl, Irvin White
- **Cheyenne Bullard and Veronica Rangel** have received a Public Safety Lifesaving Award for their quick thinking and action on 8/21/2024 when they performed the Heimlich maneuver and saved the life of Loren Gonzalez who was choking on her food in the cafeteria.
- **Teressa Eastman**, Director of Disability Services/ADA Compliance Officer/Section 504 Coordinator was involved in a pre-conference presentation of the Association of Higher Education and Disability Conference (AHEAD) in Baltimore, Maryland, July

15th through 19th. Teressa presented with three colleagues from Leigh Carbon Community College in Pennsylvania, Spartanburg Community College in South Carolina and J. Badger Consulting Inc., a private accessibility and access firm, for a half day pre-conference institute entitled, “ Community and Campus Two Year Campus Tools”. Teressa and her colleague from Spartanburg Community College also assisted for a general session, entitled, “How not to feel so alone: maximizing your community partnerships” when one of the presenters was unable to attend the conference. Teressa serves nationally as a co-chair for the Community College Knowledge and Practice Group. She also served as a reviewer for this year’s conference proposals.

- **Connie Belden**, Professor of Business Administration/Accounting was recently elected as VP and President Elect for the American Accounting Association Two-Year College section board.
- **Donnie Mercer, Director of Accounts Receivable and his Team** are actively involved in community service projects throughout each academic year. The following highlight their commitment to the community and area through their service:
 - **September 2023 Butler Homeless Initiative:** Tima Safael, Kacey Killen, Amy Warner, Lesa Rumsey, Joni Gilbert, Donnie Mercer, Susan Rommelfanger
 - **Dec 2023 Salvation Army:** Amy Warner, Kacey Killen, Tima Safael, Corrine Morrise, Lesa Rumsey, Joni Gilbert, Donnie Mercer, Susan Rommelfanger, Jonathan Elliot, Cheryl Trotter, Martecia Cooper
 - **Feb 2024 Great Beginnings a part of Branches Pregnancy and Family Center:** Tima Safael, Nancy Daw, Kacey Killen, Corrine Morris, Amy Warner, Nia McClure, Lesa Rumsey, Joni Gilbert, Donnie Mercer, Susan Rommelfanger
 - **May 2024 Sunlight Childrens Services:** Tima Safael, Nancy Daw, Kacey Killen, Corrine Morris, Amy Warner and her spouse Ashley, Lesa Rumsey, Joni Gilbert, Donnie Mercer, Susan Rommelfanger

MONITORING REPORTS

None

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

**TOPIC for DISCUSSION
Board Self-Evaluation**

REPORT:

The Board of Trustees complete an annual evaluation typically in January unless new Board members are seated in January and then it is completed in July. It includes a section for evaluation of the Board as a “whole” and a section for individual Trustees’ “personal self-evaluation” as a Board member. The evaluation form is included for discussion and review and will then be sent out electronically for completion. Once the survey window closes, compiled results will be sent to Trustees for review/discussion.

A copy of the 2024 Board Evaluation was provided at the August Board meeting and Trustees agreed to review it for discussion at the September Board meeting.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull, President
Supervisor: Linda Jolly, Board Chair
Date: September 10, 2024

TOPIC for DISCUSSION
Presidential Search Update

REPORT:

Board Chair, Linda Jolly will provide an update on the Presidential Search process.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull, President

Supervisor: Linda Jolly, Board Chair

Date: September 10, 2024

TOPIC for DISCUSSION
Faculty Evaluation Process

REPORT:

A short discussion at the August Board meeting regarding questions about the faculty evaluation process offered an opportunity to add this topic as a discussion item for the Board meeting. Information will be provided on the faculty evaluation process, requirements included in the Master Agreement, and student evaluations of faculty.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kimberly Krull, President
Supervisor: Linda Jolly, Board Chair
Date: September 10, 2024

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

TOPIC for ACTION
Canusia License Agreement

REPORT:

Canusia is a software company that aids with Concurrent, Dual Credit and Early College Academy enrollment.

Butler's partner high schools currently utilize the system with our competitors. This platform will allow Butler's High School staff to serve high schools in a much more efficient format.

Canusia simplifies systems while meeting all NACEP accreditation standards. The licensing agreement has been reviewed by legal counsel. The licensing cost of \$19,000 will be covered using the Student Success Grant funding approved during the 2024 Legislative Session.

RECOMMENDED ACTION:

Board of Trustees approval of the Canusia License Agreement with Butler Community College.

RECOMMENDED FUNDING SOURCE:

Student Success Grant

Submitted by: Christy Streeter
Supervisor: Dr. Heather Rinkenbaugh
Date: August 27, 2024

END-USER SOFTWARE LICENSE AND SERVICE AGREEMENT

THIS END-USER SOFTWARE LICENSE and SERVICE AGREEMENT (this “Agreement”) is made and entered into this October 1, 2024 (the “Effective Date”) by and between Canusia, Inc. having an office at 7635 Somerset Ln, Manlius, NY 13104 (herein after referred to as “Canusia”), and Butler Community College, a not-for-profit educational institution in the State of Kansas (hereinafter referred to as “COLLEGE”).

RECITALS:

WHEREAS, Canusia is the owner of, or has acquired rights to algorithms, software, proprietary business processes, and proprietary documentation (“Documentation”) titled CEP Management Software (“CEP MANAGER” or “Software”) that include modules that manages aspects of concurrent enrollment programs and/or dual enrollment programs in college and universities such as the Dual Enrollment Program at COLLEGE.

WHEREAS, COLLEGE desires to obtain from Canusia, a non-exclusive license to use the CEP MANAGER solely for use in management of its High School Partnership Program (also known as Dual or Concurrent Enrollment Program (hereinafter referred to as “CEP”) in accordance with the terms and on the conditions set forth in this Agreement.

WHEREAS, COLLEGE also wishes to engage Canusia to provide services related to the customization, installation and annual maintenance of the CEP MANAGER for COLLEGE’s CEP program and in accordance with the statement of work and support service (Appendix A) described in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

1. Grant of License

The license granted for software under this Agreement authorizes COLLEGE on a nonexclusive, non-assignable, non-transferable, non-sublicensable, and limited license to use the CEP MANAGER software for the sole purpose of management of COLLEGE’s CEP program. The license under this Agreement shall be for an unlimited number of users of the CEP MANAGER software for the Term of this Agreement.

(a) Cloud Hosting

Canusia will provide COLLEGE a comprehensive implementation and hosting services that includes full system monitoring, storage, transfer, server availability, server monitoring, back up, server security, automated provisioning, and update/upgrade maintenance services on Amazon Web Services (AWS) cloud infrastructure in accordance with Appendix A. AWS’ infrastructure information technology compliance and can be found at <https://aws.amazon.com/compliance/programs/>.

2. Statement of Work

2.1 Project Title

The title of this project shall be referred to as “Project” or “CEP MANAGER Project”).

2.2 Background

COLLEGE has recently adopted to initiate the “CEP MANAGER Project” in support of its strategic plan to enhance the management efficiencies and capabilities of its high school partnership programs. The Project will focus on building and hosting a cloud-based integrated registration and student record keeping system for COLLEGE’s CEP by customizing Canusia’s CEP MANAGER software platform. Canusia will allow COLLEGE to utilize its CEP MANAGER as a platform for use in comprehensive management of its CEP, managing industry standards and accreditation requirements, and integrating its operations with COLLEGE’s enterprise IT system.

2.3 Objectives

Primary objective is to install the CEP MANAGER software on COLLEGE servers or host on the cloud, customize and deploy CEP MANAGER, and train personnel at COLLEGE for implementing the CEP MANAGER.

2.4 Staffing Roles and Responsibilities

Project Manager for Canusia, Inc.:

Name: Melissa Lowry
Address: 7635 Somerset Ln, Manlius, NY 13104
Phone: 315-800-9229
Email: melissa@canusia.com

Project Manager for COLLEGE:

Name: [Christy Streefer](#)
Address: 901 S Haverhill Rd, El Dorado, KS 67042
Phone: 316-322-3130
Email: cstreefer1@butlercc.edu

2.5 Responsibilities

Canusia Responsibilities- Canusia will be responsible for the successful development, installation, implementation of CEP MANAGER for COLLEGE on the AMAZON AWS Cloud platform. Canusia will be responsible for providing training to COLLEGE to operate CEP MANAGER. Canusia will be responsible for carrying out all tasks listed in Section 2.8 Scope of Work. Canusia will be responsible for providing COLLEGE with materials describing functionality, instructions for use and specifications for CEP MANAGER and any deliverables set forth in Section 2.11 (the “Deliverables”).

COLLEGE Responsibilities- COLLEGE shall be responsible for providing access and cooperation from COLLEGE’s administration including, IT, bursar, registrar, as well as third-party software providers critical to the successful operation of CEP MANAGER, and any other personnel deemed reasonably necessary by Canusia and/or COLLEGE. COLLEGE will be responsible for all COLLEGE internal security clearance and any other administrative support necessary for the completion of the project. COLLEGE will be responsible for scheduling project meetings, collection of documents, organizing appropriate personnel for training and any other purposes deemed reasonably necessary by Canusia.

2.6 Key Assumptions

- Canusia has reasonable access and cooperation from COLLEGE administration including, IT, bursar, registrar, as well as third-party software providers critical to the successful operation of CEP MANAGER.
- Canusia will have reasonable access to COLLEGE’s IT personnel.
- Canusia can meet its milestones and deliver a successful customized CEP MANAGER system within the period of performance.

2.7 Risks

- COLLEGE's third-party systems may be incompatible and or third party system's policies do not allow for successful implementation of CEP MANAGER.

2.8 Scope of Work

The scope of work for the CEP MANAGER Project includes all planning, execution, implementation, and training for a new system for COLLEGE's CEP program. Canusia will be responsible for the custom modifications of the new interface and database fields of the CEP MANAGER software platform based on feedback to be provided by COLLEGE. Each stage of the Project will require approval from COLLEGE management before moving on to the next stage. Specific Deliverables and milestones will be listed in the Work Requirements, Schedules and Milestones sections of this Agreement. Canusia will require COLLEGE to provide detailed information about its organizational structure and current business processes in order to provide customized CEP MANAGER software.

2.9 Project Period of Performance

The period of performance for the CEP MANAGER Project is one year beginning on _October 1, 2024. All work on the Project will be scheduled to be completed within this timeframe. Any modifications or extensions will be requested through COLLEGE and Canusia designated contacts for review and discussion.

2.10 Place of Performance

Canusia will perform the majority of the work on the Project at its own facility. Canusia will provide two virtual training sessions to COLLEGE during the duration of the Project. At the request of COLLEGE, Canusia will travel to COLLEGE's site at the expense of COLLEGE. Dates of the Canusia's visit, if any, will be mutually agreed upon at a later time. Canusia and COLLEGE agree to hold bi-weekly conference calls for status updates and all Project gate reviews. Travel by Canusia will be reimbursed subject to COLLEGE's travel policy.

2.11 Work Requirements, Schedules and Milestones

As part of the CEP MANAGER Project, Canusia will be responsible for performing tasks throughout various stages of this Project. At the direction of COLLEGE, Canusia's first priority will be to custom develop CEP MANAGER according to COLLEGE requirements to streamline the intake of student applications and requests to enroll including automation of COLLEGE's current manual activities in COLLEGE's enterprise system. These include the search/match functions to create/update student bio/demo records, addressing all system barriers to enrollment and then performing the actual enrollment of the student in active sections. This would include multiple checks to address reduction of duplicate creation and enforcement of academic holds and enrollment windows.

2.12 Work Approach

The Project will be managed using Basecamp which allows for tracking of Project tasks and exchange of Project documents. Canusia, at its own expense, will set up accounts for all the parties involved.

2.13 Completion Criteria and Final Acceptance Criteria

For the CEP MANAGER Project the acceptance of all Deliverables will reside with COLLEGE's Project Manager, _Olivia Reeder_, COLLEGE IT department staff, will have the authority hereunder to ensure the completeness of each stage of the Project and that the scope of work has been met. Once a Project phase is completed and Canusia provides their report/presentation for review and approval, COLLEGE will either sign off on the approval for the next phase to begin, or notify Canusia, in writing, advising what tasks must still be accomplished.

2.14 Project Management (if applicable)

Project management tasks and reporting are as described herein.

2.15 Additional Major Upgrades and Modules

At any time COLLEGE desires to have Canusia develop or implement major upgrades including additional modules not provided for in this Agreement or if Canusia will have to assist COLLEGE in developing new web designs requiring Canusia to redesign, reinstall, and recustomization of delivered product the parties agree to negotiate in good faith additional fees structure that is mutually agreeable at a later time. Canusia agrees not to initiate any additional services under this section without the written approval of COLLEGE.

2.16 Data Ownership and Security

All data, records, and reports relating to COLLEGE's high school partnership[program (collectively, "COLLEGE data"), whether in existence at the Execution Date hereof or compiled thereafter in the course of performing the services described in this Agreement, shall be treated by Canusia and its subcontractors as the exclusive property of COLLEGE and the furnishing of such COLLEGE data, or access to such items by, Canusia and/or its subcontractors, shall not grant any express or implied interest in or license to Canusia and/or its subcontractors relating to such COLLEGE data other than as is necessary to perform and provide the services described in this Agreement to COLLEGE. Upon request by COLLEGE at any time and from time to time and without regard to the default status of the parties under the Agreement, Canusia and/or its subcontractors shall promptly deliver to COLLEGE the COLLEGE data in electronic format and in such hard copy as exists on the date of the request by COLLEGE.

Without limiting Canusia's obligation of confidentiality as further described herein, Canusia shall be responsible for establishing and maintaining a data security program that is designed to: (i) ensure the security and confidentiality of COLLEGE data; (ii) protect against any anticipated threats or hazards to the security or integrity of the COLLEGE data; (iii) protect against unauthorized access to or use of COLLEGE data; (iv) ensure the proper disposal of COLLEGE data; (v) ensure that all subcontractors of Canusia, if any, comply with all the foregoing; and (vi) continue to safeguard COLLEGE data in the event this Agreement terminates or expires. All facilities used to store and process COLLEGE data shall implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such COLLEGE data from unauthorized access, destruction, use, modification or disclosure. Canusia shall have established procedures and controls in place for determining who should have access to sensitive COLLEGE data.

"Security Incident" is any use or disclosure of COLLEGE data that is not permitted by this Agreement or the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations that is directly under the control of Canusia. A loss of COLLEGE data is considered to be a Security Incident. This definition does not include incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by Canusia or its subcontractor.

Canusia shall report any confirmed or suspected Security Incident to COLLEGE immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Canusia reasonably believes a Security Incident or breach has or may have occurred. Canusia's report shall identify: (a) the nature of the Security Incident, (b) COLLEGE data accessed, used or disclosed, (c) the person(s) who accessed, used and disclosed and/or received COLLEGE data (if known), (d) what Canusia has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (e) what corrective action Canusia has taken to or will take to prevent future unauthorized access, use or disclosure. Canusia shall provide information in a written report.

COLLEGE shall have sole authority and control over any notification to individuals who may be affected by a Security Incident, and notifications required to be made to governmental authorities. Canusia will fully cooperate with COLLEGE in such notifications. In the event Canusia is legally obligated to notify any affected individual or a governmental authority, if Canusia is legally permitted to do so, Canusia will inform

COLLEGE of such notification before it is made and reasonably cooperate with COLLEGE’s requests for edits to the notification.

2.17 Protection of Data Subject to Protection under FERPA

Pursuant to the activities set forth herein, Canusia shall receive data subject to protection under the Federal Educational Records Protection Act (FERPA) and acknowledges that it is in compliance with FERPA.

2.18 Data Protection After Termination

Within thirty (30) days after any termination of this Agreement, Canusia shall return to COLLEGE, at no additional cost to COLLEGE, all information or data provided by COLLEGE to Canusia, and all information or data Canusia has derived or compiled from such information or data in an industry standard database format which retains relationships between files and data records, along with documentation that includes a data dictionary for interpreting data relationships. Data and documentation will include all related electronic files (i.e., emails, attachments, etc.) with their associated metadata and links to source data records. COLLEGE shall have 60 days to review and inspect returned data. Upon acceptance of the returned data by COLLEGE, and to the extent permitted by law, Canusia also agrees to further remove and destroy all COLLEGE data remaining in its possession including all copies and backup data. Within such sixty (60) day period, Canusia shall certify in writing to COLLEGE that such destruction has been completed. In the event that returning or destroying COLLEGE data is not feasible, Canusia must provide notification of the conditions that make return or destruction not feasible, in which case, the Canusia must continue to protect all COLLEGE data that it retains and agree to limit further uses and disclosures of such COLLEGE data. At a mutually agreed upon time, which agreement will not be unreasonably delayed or withheld, within one (1) year after Canusia’s certification of destruction, COLLEGE may audit Canusia’s books, records, processes and systems to confirm that that COLLEGE data has been appropriately destroyed.

2.19 COLLEGE’s Data Security and Privacy Addendum

If applicable, in addition to all data protection and security measures described herein, Canusia agrees to comply with COLLEGE’s Data Security and Privacy Addendum, _____.

3. License and Support

(a) Fee. In consideration of the license rights granted and work to be performed under this Agreement, and upon execution of this Agreement, COLLEGE shall remit payments to Canusia according to the following payment structure: PRICING TABLE

| | | |
|-------------------------------|------------------|--|
| SOFTWARE AND SERVICES* | Term 1 | |
| 1 day training | \$1,000 | |
| Annual Fees | \$18,000 | |
| Total Cost | \$ 19,000 | |

(b) Payment Schedule:

| | |
|--------------------------------------|----------------------------------|
| Development, License and Support Fee | Payment Due Date |
| Term 1 Fee | Within 30 days of Effective Date |

| | |
|------------|--|
| Term 2 Fee | |
| | |
| | |

(c) Invoice. Canusia shall submit invoices at least 30 days prior to the due date for all payments. Check should be made payable to Canusia, Inc. and should be mailed to the following address:

Canusia, Inc.
7635 Somerset Ln
Manlius, New York 13104

Attention: Avinash Kadaji

3.1 Additional Training Fee

Two virtual trainings shall be provided to COLLEGE during the duration of the Project. If COLLEGE requires additional virtual training to be conducted by Canusia beyond the initial two trainings, the following fees shall apply:

½ Day Training = \$600.00 Full Day Training = \$1,000.00

3.2 Change Orders

After initial launch of CEP Manager, if COLLEGE wishes to change the scope or performance of any applicable Services beyond the 40 hrs allotted annually, it shall submit details of the requested change to Canusia in writing. Canusia shall, within a reasonable time after receiving COLLEGE’s initiated request Canusia shall provide a written estimate to COLLEGE of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “Change Order”). Canusia may, from time to time change the Services without the consent of COLLEGE provided that such changes do not materially affect the nature or scope of the Services, or the fees or performance duties set forth in the Agreement.

3.3 Error Corrections and Updates.

Canusia will be responsible for error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with Canusia's release schedule for the duration of this Agreement.

4. Term

The Term of this Agreement shall begin on the Effective Date, and end on **September 30, 2025** (“Term”). The Term may be extended by one or more additional periods. If COLLEGE wishes to extend the Term, it will provide written notification of its intent to extend to Canusia no later than 90 days before the expiration of the then-current Term. Any extensions must be by written amendment, signed by both parties.

5. Description of Other Rights and Limitations

(a) Maintenance of Copyright Notices.

COLLEGE agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include the same on each copy of the Software.

(b) Distribution.

COLLEGE may not distribute registered copies of the CEP MANAGER to third parties.

(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

COLLEGE may not reverse engineer, decompile, or disassemble the CEP MANAGER, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(d) Rental.

COLLEGE may not rent, lease, or lend the CEP MANAGER.

(e) Support Services.

Canusia will provide COLLEGE with support services described in Appendix A related to the CEP MANAGER for the duration of this Agreement after the installation of CEP MANAGER. In consideration for the payment of an annual service fee as described in Section (3) of this Agreement Canusia shall provide all the necessary support for the successful operations of CEP MANAGER. Specific support services terms are contained in the Support Service document as described in Appendix A.

(f) Compliance with Applicable Laws.

COLLEGE must comply with all applicable laws regarding use of the CEP MANAGER.

6. Termination

The Agreement may be terminated at any time by mutual agreement of the parties. COLLEGE, by giving 30 days written notice, may terminate this Agreement at any time without cause and without further obligation to Canusia except for payment due for goods provided or services rendered prior to the effective date of termination. Without prejudice to any other rights, Canusia may terminate this Agreement if COLLEGE fails to comply with the terms and conditions of this Agreement and COLLEGE fails to correct such noncompliance within forty-five (45) days' of receipt of notice of noncompliance from Canusia to COLLEGE, and in that instance any fees paid by COLLEGE up to the effective date of termination are non-refundable. COLLEGE may terminate this Agreement, with 30 days notice, if Canusia fails to comply with the terms or conditions of this Agreement, and in that instance any annual fees paid by COLLEGE shall be refunded to COLLEGE on a pro-rata basis as of the effective date of termination.

7. Copyright

All title, including but not limited to copyrights, in and to the CEP MANAGER and any copies thereof are owned by Canusia. All title and intellectual property rights in and to the content which may be accessed through use of the CEP MANAGER is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants COLLEGE no rights to use such content. All rights not expressly granted are reserved by Canusia.

8. Warranty

Canusia warrants to COLLEGE that CEP MANAGER will perform in substantial conformance with the technical specifications for such Software set forth in the Documentation. Canusia does not warrant that the Software will work in combination with any hardware or application software products provided by third parties not supplied or approved by Canusia, that the operation of the Software will be uninterrupted or error free, or that all defects in the software can be corrected. (Software products can never be guaranteed to be free of bugs or viruses.) In no event does Canusia warrant that the software is error free or that COLLEGE will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Canusia does not warrant that the software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

9. Ownership

The foregoing license gives COLLEGE limited license to use CEP MANAGER. Canusia and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the CEP MANAGER as an independent work, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Canusia and its suppliers.

10. Exclusive Remedy

Canusia will use reasonable commercial efforts to supply COLLEGE with a replacement copy of the Software that substantially conforms to the Documentation, provide a replacement for defective media, or refund to COLLEGE the license fee for the Software, at its option. Canusia shall have no responsibility if the Software has been altered in any way by COLLEGE, if the media has been damaged by COLLEGE's misuse, accident, abuse, modification or misapplication, or if the failure arises out of COLLEGE's use of the software with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software by COLLEGE will void the warranty above. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO COLLEGE FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.

11. LIMITATION OF LIABILITY

In no event shall Canusia be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of COLLEGE's use of or inability to use the CEP MANAGER, even if Canusia has been advised of the possibility of such damages. In no event will Canusia be liable for loss of data (except pursuant to Section 2.17) or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. Canusia shall have no liability with respect to the content of the CEP MANAGER or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information. If for some reason Canusia is found liable Canusia liability shall not exceed the contract amount.

NEITHER CANUSIA NOR ITS SUPPLIERS SHALL BE LIABLE TO COLLEGE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF CANUSIA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. (b) (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO COLLEGE AND COLLEGE MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. (c) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.

12. Basis of Bargain

The Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability set forth above are fundamental elements of the basis of the Agreement between Canusia and COLLEGE. Canusia would not be able to provide the software on an economic basis without such limitations.

13. Insurance

Canusia shall procure and maintain for the duration of this Agreement insurance as required by COLLEGE.

14. Confidentiality

(a) Acknowledgement. COLLEGE hereby acknowledges and agrees that CEP MANAGER constitutes and contains valuable proprietary products and trade secrets of Canusia and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, COLLEGE agrees to treat (and take precautions to ensure that its employees treat) the software as confidential in accordance with the confidentiality requirements and conditions set forth below.

(b) Maintenance of Confidential Information. To the extent permitted by law, each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

(c) Injunctive Relief. COLLEGE acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof (i) may substantially diminish the value to Canusia of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) may render Canusia's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) may cause irreparable injury in a short period of time. If COLLEGE breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Canusia shall be entitled to seek equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

(d) Survival. Each party's obligations under this Article 16 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

15. Governing Law

This Agreement shall be governed by the laws of the State of Kansas, without giving effect to principles of conflict of laws.

16. General

(a) This Agreement, including Appendix "A", constitutes the complete Agreement between the parties with respect to the subject matter hereof. The failure or delay of either party to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach. No Canusia dealer, agent or employee is authorized to make any amendment to this Agreement unless such amendment is in writing and signed by a duly authorized representative of Canusia. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. All questions concerning this Agreement shall be directed to: Canusia Inc., Melissa Lowry, 4499 Swissvale Dr., Manlius, New York 13104

(b) Canusia and other trademarks contained in the Software are trademarks or registered trademarks of Canusia in the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. COLLEGE may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This Agreement does not authorize COLLEGE to use Canusia's or its licensors' names or any of their respective trademarks.

(c) Except to provide the services herein, Canusia shall not use publicly for publicity, promotion, or similar non-regulatory uses, any logo, trade name, service mark, or trademark of the COLLEGE, or any simulation, abbreviation, or adaptation of the same, or the name of any of the COLLEGE's employees or agents, without the COLLEGE's prior written consent. COLLEGE may withhold such consent in its absolute discretion. Notwithstanding the foregoing, the parties agree that nothing in this Agreement shall be construed to prohibit either Party from disclosing the fact of their relationship and the existence of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Canusia, Inc.

COLLEGE

Name: Avinash Kadaji

Name: Dr. Kimberly Krull

Title: President

Title: President

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX A

CEP MANAGER Software Support and Hosting Service Document

A. Definitions

1. "Major Release" and "Major Upgrade" shall mean a release of the CEP MANAGER, which provides significant additional value or utility to the Software.
2. "Minor Release" and "Minor Upgrade" shall mean a release of the CEP MANAGER less than a Major Release. Minor release may include enhancements to usability or value of the product, at the sole discretion of Canusia, Inc.
3. "Maintenance Release" shall mean a release of the software that provides fixes to CEP MANAGER technical problems, defects or bugs.
4. "Maintenance Update" shall mean a fix or workaround for a customer identified CEP MANAGER defect that corrects, avoids or provides a workaround for such defect.
5. "Severe Software Problem" shall mean a CEP MANAGER defect that substantially reduces the reliability or functionality of the CEP MANAGER or renders unusable the CPU in which the CEP MANAGER is loaded.

B. License Necessary: Support for the CEP MANAGER is contingent upon you having in effect a valid license with Canusia to use the CEP MANAGER. The license granted for software under this Agreement authorizes COLLEGE on a nonexclusive, non assignable, non transferable, non sublicensable, and limited license to use the CEP MANAGER software for the sole purpose of management of COLLEGE's CEP program. The license under this Agreement shall be for an unlimited number of users of the CEP MANAGER software.

C. Contacts: You agree to designate two persons, one of whom shall be the primary and the other of whom shall be the backup respecting your communications with Canusia relating to CEP MANAGER Support under this Agreement. Such persons shall be the only person(s) whom Canusia Solutions is obligated to communicate with under this Agreement. Except as otherwise specified below, communications may be effected by telephone, mail (including e-mail) or fax.

D. Elements of CEP MANAGER Service for this Agreement:

I. CEP MANAGER Support will be provided as follows:

- (a) For the then current release (Major or Minor) of the CEP MANAGER during the entire term of this Agreement.
- (b) For the immediately preceding release (Major or Minor) of the CEP MANAGER during the period ending on the earlier of the expiration date of this Agreement or twelve (12) months after the date the most current release is made available.
- (c) Canusia will provide COLLEGE a comprehensive implementation and hosting services that includes full system monitoring, storage, transfer, server availability, server monitoring, back up, server security, automated provisioning, and update/upgrade maintenance services on Amazon Web Services (AWS) cloud infrastructure. AWS' infrastructure information technology compliance and can be found at <https://aws.amazon.com/compliance/programs/>.
- (d) Canusia agrees that by utilizing AWS' cloud infrastructure that it shall perform the services under this Agreement in a manner consistent with the following requirements:
 - i. Host all COLLEGE data and data belonging to Canusia's other customers.
 - ii. Establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the hosting Services and any COLLEGE data, and to prevent unauthorized access, alteration or interference by third parties of the same.
 - iii. Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and COLLEGE data against unauthorized access, use, and disclosure. Canusia shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying the COLLEGE of any material or significant breach of security with respect to any such materials.
 - iv. Will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9%.

II. CEP Support Service will consist of the following:

- (a) Canusia's technical support shall be available 24/7, 365 days a year. Canusia staff will be responsible for all support, maintenance and updates of the cloud-hosted system with maximum availability while adding no additional burden on COLLEGE's IT teams. Canusia's support team is available to answer questions via the help desk during normal business hours (8 AM – 8 PM EST). Non-critical errors submitted via Canusia's email support system will be responded to within one (1) business day. COLLEGE will be provided the CTO's and Project Manager's cell phone number to report mission-critical errors. However, telephone support may also be unavailable during periods of unscheduled emergencies and meetings.
- (b) Provision of Major Releases, Minor Releases, Maintenance Releases, and Maintenance Updates to you within a reasonable time after they become available. Canusia does not guarantee that it will fix a CEP MANAGER problem or issue a Maintenance or Minor Release for any CEP MANAGER problem. However, if you notify Canusia Solutions via phone, mail, fax or e-mail of a Severe Software Problem, and your Canusia Customer Support Executive generates a Software Problem Action Report, Canusia will use reasonable efforts to fix such Severe Software Problem or issue a Maintenance Update, Maintenance Release or Minor Release with respect to such Severe Software Problem. Maintenance Updates released by Canusia Solutions will only be issued for the then most current release of the CEP MANAGER. If CEP MANAGER is not fixed to the satisfaction of COLLEGE, COLLEGE shall have the right to terminate this Agreement for cause in accordance with Section 6. Termination.

III. Canusia Solutions reserves the right to charge you a separate fee for the issuance of a Major Release.

IV. Customer expectations for CEP MANAGER Support:

- (a) Solely for purposes of Canusia performing its obligations under this Agreement, you agree to give Canusia reasonable assistance as Canusia may request.
- (b) COLLEGE shall perform preliminary diagnosis of problems to eliminate those due to operating system, hardware faults and user error.
- (c) COLLEGE shall provide an accurate and complete description of the problem to support. The customer shall assist in problem resolution by providing copies of logs and/or files deemed necessary by support. All such materials shall be considered confidential, to the extent permitted by law.
- (d)
- (e) It is recommended that COLLEGE’s users keep anti-virus software current.
- (f) Support Exclusions: This Agreement does not cover support for hardware or for any software other than the CEP MANAGER. Support includes Minor Upgrades free of additional charge.
- (g) The following specific support and operations of the CEP Manager and responsibility of each party shall be as follows:

| Type of Support | Responsible Party |
|--|--|
| <p>First Line Support shall include but not be limited to: (i) a direct response to users with respect to inquiries concerning the usage and functionality of the CEP Manager</p> <p>(ii) a direct response to users with respect to problems or issues with Username and Password</p> <p>(iii) Non-technical user questions about the COLLEGE CEP program</p> | <p>COLLEGE is required to establish and maintain the organization and processes to provide “First Line Support” for the CEP Manager program directly to your users. If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the CEP Manager program, you may contact Canusia for “Second Line Support.”</p> |
| <p>Second Line Support shall consist of:</p> <p>(i) Diagnosis of problems or issues with the CEP Manager program</p> <p>(ii) Verifiable errors in data in the documentation</p> <p>(iii) any technical issues with the CEP Manager software that requires Canusia assistance The Second Line Support described above</p> <p>(iv) Software updates, fixes, security alerts, and critical patch updates</p> <p>(v) General maintenance releases, selected functionality releases, and documentation updates</p> <p>(vi) Assistance with service requests 24 hours per day, 7 days a week</p> | <p>Canusia will be responsible for all Second Line support and any First Line Support that COLLEGE cannot resolve.</p> |

(i) Maintenance of Copyright Notices.

COLLEGE agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

(j) Distribution.

You may not distribute registered copies of the CEP MANAGER to third parties. Evaluation versions may be available for download from Canusia websites.

(k) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the CEP MANAGER, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(l) Rental.

You may not rent, lease, or lend the CEP MANAGER.

(m) Support Services.

Canusia will provide you with support services related to the CEP for the duration of this Agreement after the installation of CEP MANAGER. In consideration for the payment of an annual service fee as described in Section 3 and terms of any Change Orders under Section 3.2 of this Agreement, Canusia shall provide all the necessary support for the successful operations of CEP MANAGER. Any supplemental software code provided to you as part of the Support Services shall be considered part of the CEP MANAGER and subject to the terms and conditions of this Agreement.

(n) Copies

Except as specifically set forth herein, no software or documentation which is provided by Canusia pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part by COLLEGE without Canusia's prior written Agreement. Additional copies of printed materials may be obtained from Canusia at the charges then in effect.

(o) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the CEP MANAGER.

V. Limitation of Liability

1. In no event will either party be liable to the other party for any punitive, incidental, indirect or consequential damages of any kind in connection with this Agreement, even if the party who is liable has been informed in advance of the possibility of such damages, except when such damages are caused by the negligent or willful acts or omissions of the party or its employees.

2. Canusia's liability for any claim, loss or liability arising out of, or connected with the products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to the payments made by COLLEGE.



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., Tuesday, August 13, 2024 – Dankert Board Room
<https://www.youtube.com/watch?v=DuoviHsBXhw>**

STAFF ATTENDANCE

| | |
|-------------------|----------------------------|
| Tom Borrego | Kerry Potter (*z) |
| Christina Byram | Bill Rinkenbaugh |
| Zach Cannady | Dr. Heather Rinkenbaugh |
| Chip DuFriend | Dr. Barry Robinson |
| Derek Foust | Kelly Snedden |
| Kamielle Freeman | Dr. Phil Speary |
| Garrett Hanks | Rhonda Thomas |
| Dr. Kim Krull | Ireland Turner |
| Dr. Peter Linden | Kent Williams |
| Dr. Esam Mohammed | Aubrey Cornett-Graham (*z) |
| Averie Nelson | Matt Jacobs |
| Tyler Nordman | |
| Dr. Jessica Ohman | |

BOARD ATTENDANCE

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

GUESTS

Dave Sundgren

(*z) – denotes attendance via Zoom.

CALL TO ORDER

(YouTube @ 3:144)

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

PLEDGE OF ALLEGIANCE

(YouTube @3:26)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 3:50)

Trustee Smith moved to remove Consent Agenda item X.C.A (Butler Hazardous Mitigation Plan) to Board Action item IX.D. Trustee Rhodes seconded. On roll call vote, the motion passed 6-0. Trustee Jolly was absent

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

RECOGNITIONS

(YouTube @ 5:36)

Jan Stitt, Director of Food Service for Great Western Dining, was recognized for the great care she provides for Butler's International Student Workers as well as all our students and staff. Joe Leibbrandt, Averie Nelson, Derek Foust and Mandy Tetrick were recognized for their Butler County Fair Championship in the Goat Milking Contest. Aubrey Cornett-Graham, Director of Butler at EDCF, has been named the Contract Employee of the 3rd Quarter by EDCF. Trustee Rhodes' birthday was also recognized.

Trustee Jolly joined the meeting at 4:40 pm

PUBLIC COMMENT

(YouTube @ 12:39)

Dave Sundgren thanked the Trustees for their hard work and then provided some comments about the good things that come from Butler. Dave talked about the ability to be successful by raising additional revenue. Cities and businesses don't grow by cutting by they grow by innovation and service.

STANDING REPORTS

(YouTube @ 18:51)

Student Government Association – No report this month.

Operational Staff – Zach Cannady reported OpStaff were currently preparing for welcome back tables that are located around campuses the first few days of classes and their next meeting is in September.

Professional Employees – Kamielle Freeman introduced herself as the new BCCEA President. She reviewed the purpose of her reports to the Board. She hoped her reports to the Board would be viewed as communication and not complaint. She reported the faculty appreciated the collaboration during negotiations and that they had ratified the negotiated agreement. She knew the Board would be taking action on it during the meeting.

Board Finance Committee – Trustee Good noted there wasn't anything to report on.

Foundation Board Report – Trustee Rhodes shared that the Foundation Board will meet next week so there will be a report at the September meeting.

Educational Facilities Authority Report – Trustee Sherrer reported the meeting is tomorrow morning at the City Building. The turf is down and being practiced on and the track is down also. The track will be lined on August 23rd.

President's Report – President Krull introduced Dr. Barry Robinson, Vice President of Academics. Dr. Robinson told the Board a little about himself. Christina Byram was also introduced as the Vice President of Digital Transformation/CIO. She thanked the Board for the opportunity to be at Butler. President Krull recognized the BCTV+ team and others for their work at the National Baseball Congress for the past 10 days. Trustees were reminded that Funday Sunday is the 18th at 4:30 pm and then invited the Trustees to the Harold Smith Cultural Series on September 12th to hear Mitch Holthus, the Voice of the Chiefs.

MONITORING REPORTS

(YouTube @ 31:28)

Dean Dr. Peter Linden and Associate Dean Derek Foust shared the monitoring report from the Division of Career and Technical Education and answered some questions. Trustee Smith asked about the culinary numbers and Dr. Linden reported that as of today recruitment efforts and enrollment compare to last year.

BOARD STRATEGIC DISCUSSION

- A. Board Self-Evaluation (YouTube @ 38:58) – Copies of the Board Self-Evaluation were handed out. Six of seven Trustees replied to the survey. Trustees will review it and discussion will be held next month at the meeting.

- B. Policy Updates (YouTube @ 40:10) – the Board was presented with potential wording updates to the Probation, Suspension, and Termination for Cause and Progressive Disciplinary Procedure for discussion and review. Dr. Krull reviewed the changes with the Board. Trustees had questions on the Probation, Suspension and Termination for Cause policy and if it included conduct while off duty and off campus. The suggested changes by the Trustees will be reviewed again with new wording presented for approval at the September Board meeting. Policy changes are reviewed by college legal counsel. Kamielle Freeman noted the student evaluations and faculty evaluations by Deans are separate processes.

- C. Strategic Plan Update (YouTube @ 57:10) – The Trustees received a copy of the Annual Strategic Plan update that was reviewed during the meeting. The updates to the 2024-2025 goals were reviewed as well. For the upcoming year's goals, it was suggested a priority be added related to development of other sources of revenue to benefit Butler County taxpayers and a priority added related to the development of a multi-year, multi-faceted sustainability plan. Trustee Jolly did make specific statements about the "Inspire Values of Equity and Access" goal and wanted to publicly state that the Board's role and message should be that the people Butler serves (staff and students) feel valued, accepted, and supported.

BOARD ACTION ITEMS

- A. Notice of Public Hearing (YouTube @ 1:37:14) – Kent Williams presented information related to the statutory requirements for Notice of Public Hearing. It was noted the amount of tax to be levied is \$14,406,813 compared to last year's levy of \$12,748,659., valuation estimate this year is \$1,085,817,539 and asking for a 1 mill increase from 12.268 mills to 13.268. The legal budget presented sets the maximum amount of taxes to be levied and the maximum amount of expenditures. Information was also passed out that showed the total additional revenue the college would have received of \$11,490,440 if the valuation increase had been allowed to be taken each year Trustee Rhodes moved to approved the Notice of Hearing to Exceed the Revenue Neutral Rate and Budget Hearing as attached with a maximum amount of expenditures of \$91,837,196 and a maximum amount of tax to be levied of \$14,406,813. Trustee Good seconded the motion. Trustee Brungardt noted a discrepancy in the Board Book information and the Budget Book that was sent to the Trustees in the total amount of expenditures. The Board Book noted \$91,837,196 and the Budget Book stated expenditures of \$93,837,196. Trustee Rhodes made a motion to amend the total expenditures to \$93,837,196. Trustee Good seconded the motion. The motion passed on a 7-0 vote. Trustee Rhodes moved to approve the Notice of Public Hearing as amended. Trustee Good seconded the motion. Trustees Good, Rhodes, Jolly, Huslig and Sherrer voted in favor and Trustees Smith and Brungardt voted nay.

- B. Negotiated Agreement (YouTube @ 1:51:21) – Trustee Smith moved and Trustee Good seconded the motion to approve the final package as presented. The motion passed on a 7-0 vote.
- C. Compensation Increases (YouTube @ 1:52:00) – Trustee Sherrer moved approval of salary and health insurance increases for staff employees and part-time faculty for the fiscal year ending June 30, 2025 as presented. The motion passed on a 6-0 vote, with Trustee Rhodes abstaining.
- D. Butler Hazardous Mitigation Plan (YouTube @ 1:52:00) - Trustee Smith has a question about the portion of the plan that included the covered car parking option. Trustee Smith moved to approve the Resolution 24-08 that adopts the 2024 Kansas Homeland Security Region G Hazard Mitigation Plan as the Hazard Mitigation Plan for Butler Community College. Trustee Sherrer seconded the motion. The motion passed 7-0.

CONSENT AGENDA)

(YouTube @ 1:56:41)

Trustee Smith moved to approve the consent agenda as amended. Trustee Sherrer seconded the motion. The motion passed 7-0. Consent agenda items included:

- Regular Meeting Minutes of July 9, 2024
- Special Meeting Minutes of July 22, 2024
- Bills and Warrants
- Network Core Switch
- Bermuda Grass Replacement
- Concurrent Enrollment Partnerships
- Temporary Full-time Theatre Instructor
- Resignation of Catherine Rasmussen

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update (YouTube @ 1:57:13) – Dr. Esam Mohammad noted the position change in the completion numbers for degrees and certificates.

Statement of Revenue & Expenditures (YouTube @ 2:01:00) – the corrected copy of the Statement of Revenues and Expenditures was handed out.

Thank You Notes (YouTube @ 2:01:08) – Dr. Krull noted the thank you note from KSHAA

Board Calendars (YouTube @ 2:01:15) – Dr. Krull noted updates in the Board Calendar.

EXECUTIVE SESSION:

(YouTube @ 2:02:26)

Trustee Good moved that the Board recess into executive session to non-elected personnel pursuant to the open meetings exception for said matters and that the Board be included. The meeting will resume in the Dankert Trustee Board Room within 60 minutes. Trustee Smith seconded the motion. The motion passed on a 7-0 vote.

ENTER EXEC SESSION @ 6:30pm

RETURN TO OPEN SESSION @ 7:00pm

ADJOURNMENT

(YouTube @ 2:35:41)

Trustee Smith moved to adjourn the meeting. Trustee Braungardt seconded. On roll call vote, the motion to adjourn the meeting passed 7-0. The regular meeting of the Butler Community College Board of Trustees was adjourned at 7:01 pm.

Mary Martha Good – Secretary/Treasurer

BILLS AND WARRANTS

TOPIC for ACTION
August 2024 Bills & Warrants

REPORT

Due to the Labor Day Holiday, the Bills and Warrants for August 2024 will be sent under separate cover prior to the Board meeting.

RESOLUTIONS

None

BIDS AND PURCHASES

None

RATIFICATION OF AGREEMENTS & CONTRACTS

**TOPIC for ACTION
Memorandum of Agreement
USD253 Emporia Public Schools**

REPORT:

The Kansas Challenge Act (K.S.A. 72-3220 et seq.), defines the expectations and responsibilities of unified school districts (USDs) and postsecondary institutions for awarding dual credit, including the options for USDs to transport students to and from classes and assist with tuition and fees.

Emporia Public Schools has requested a Memorandum of Agreement with Butler Community College to recognize Butler coursework completed by Emporia students for dual credit.

RECOMMENDED ACTION:

Board of Trustees approval of Cooperative Agreement between Butler Community College and USD 253 Emporia Public Schools.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Loni M.M. Jensen
Supervisor: Christy Streeter
Date: August 23, 2024



MEMORANDUM OF AGREEMENT

(est. August 2022, updated September 2024)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for earning college credit through Butler Community College.

General Provisions:

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- In accordance with K.S.A. 72-3220 through 72-3224 (Challenge Act), Butler Community College will provide a completed transcript to the unified school district as documentation for the awarding of dual credit.
- Both parties will advise students of their responsibilities in the learning experience provided by college level classes and how courses may be transferred in the Regents system.
- The high school and the college will keep each other apprised of changes in the student's status.

Curriculum/Content:

- Students may enroll in online or face-to-face on a Butler Community College campus.
- No courses or services will be offered at Emporia Public School facilities.

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10th) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to class enrollment.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in Butler classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at www.butlercc.edu/catalog) and the class syllabus.

Accountability/Assessment Standards

- This agreement will be reviewed annually to assure compliance with applicable Kansas Board of Regents concurrent enrollment policy.

- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Emporia Public Schools USD #253
Emporia, Kansas

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
Dr. Allison Anderson-Harder
USD #253 - Superintendent

By _____
Dr. Kimberly Krull
College President

Date _____

Date _____

TOPIC for Action Adobe Creative Campus

REPORT:

Butler Community College remains steadfast in its commitment to providing students with the essential skills required for success in the digital era. Originally, the complete Adobe Creative Cloud suite was projected to cost \$200,000 for campus-wide access. Through extensive collaboration with Adobe, Butler has successfully restructured the licensing arrangement to maintain the prestigious Adobe Creative Campus branding while optimizing Butler's investment and saving the institution \$140,000.

Renewed Commitment and Strategic Advantages:

1. **Enhanced Digital Literacy:** The Adobe Creative Campus program continues to offer Butler's students enrolled in Mass Communications and Interactive Design, access to Adobe Creative Cloud's comprehensive suite of over 30 software programs. All students at Butler will have access to Adobe Express, while Staff and Faculty are required to be licensed for Adobe Creative Campus to maintain the Adobe Creative Campus branding. This access ensures Butler's students gain valuable skills in digital design, multimedia, and creative innovation, all critical for thriving in today's workforce.
2. **Cost-Efficiency and Extended Benefits:** The restructured licensing preserves Butler's Adobe Creative Campus status while maximizing the budget more effectively. This strategic shift has allowed Butler to maintain the full suite of Adobe tools at a reduced cost, ensuring the investment in digital resources remains sustainable and impactful.
3. **Brand Differentiation:** Butler Community College's status as the first Adobe Creative Campus in Kansas remains a significant differentiator. This branding helps Butler stand out in the competitive educational landscape, attracting prospective students, engaging current students, and showcasing the commitment to modern educational excellence.
4. **Student Success and Workforce Readiness:** By providing access to Adobe Creative Cloud, Butler empowers its students with advanced digital skills that set them apart in the job market. Butler's students benefit from immersive course projects that build confidence and creativity, preparing them for success both academically and professionally.

The renewed Adobe Creative Campus partnership, made possible through a restructured licensing agreement, reinforces Butler Community College's commitment to student success and digital literacy. This strategic renewal enhances Butler's educational offerings, maximizes resources, and upholds the distinguished status as an Adobe Creative Campus.

RECOMMENDED ACTION:

Information Services recommends the board approve the renewal of Adobe Creative Campus for an annual cost of \$59,646.00 for 2 years.

RECOMMENDED FUNDING SOURCE:

Information Services Technology Designated Fund

Submitted by: Christina Byram, Vice President of Digital Transformation/CIO

Supervisor: Dr. Kim Krull, President

Date: September 10, 2024

Adobe + Butler Community College: ETLA Renewal Proposal under KBOR Contract

The Adobe Value:

Adobe is partnering with Higher Education institutions across the world to empower their students, faculty, and staff with the skills needed for success, both in the classroom and in the modern economy. By making Adobe Creative Cloud available to students, faculty, and staff, institutions can transform their curricula to teach creative and persuasive digital communication skills across disciplines while also introducing students to ethical, responsible, and commercially safe Generative AI tools.

Adobe + Butler Community College: ETLA Renewal Proposal

| Product Type | Product Description | Quantity | Unit of Measure | Unit Price | Annual Fees |
|--------------------------|---|----------|-----------------|------------|--------------------|
| Creative Cloud | Creative Cloud Pro (100% Faculty/Staff FTE) | 553 | Per FTE | \$30.00 | \$16,590.00 |
| Creative Cloud | Creative Cloud Shared Device Licenses* | 500 | Per Device | - | - |
| Creative Cloud | Creative Cloud Pro for Students | 640 | Per Named User | \$30.00 | \$19,200.00 |
| Creative Cloud | Adobe Express for Students | 5,964 | Per Named User | \$4.00 | \$23,856.00 |
| Document Cloud | Adobe Sign Transactions | TBD | Per Transaction | \$1.45 | TBD |
| Total Annual Fees | | | | | \$59,646.00 |

* Shared Device Licenses are included for lab and classroom machines at no additional cost. An estimation of 500 devices has been included for quotation purposes.

Proposal Notes:

- This proposal is designed to continue the ETLA partnership between Adobe and Butler Community College, moving Butler onto the KBOR ETLA.
- By maintaining 100% student coverage through a mix of Adobe Express and Creative Cloud Pro licenses, Butler Community College will still be eligible for Creative Campus designation through this proposal.
- Please note that pricing is based on the KBOR ETLA and on the quantities listed in the table above. If quantities are to be adjusted, pricing is subject to change as well.
- Pricing is confidential between Adobe and the KBOR institutions.



To learn more, please contact your Adobe Account Executive:
Alissa Fairchild | fairchil@adobe.com | 408.219.6737

PERSONNEL

**TOPIC for ACTION
Full-Time Nursing Instructor**

REPORT:

Kaylene Schamber is recommended for a fulltime Nursing Instructor position for the 2024-2025 academic year. Ms. Schamber-Heller brings 23+ years of nursing experience in both the industry and academia. Ms. Schamber-Heller completed her Associate of Applied Science from Butler CC, her Bachelor of Science in Nursing from Southwestern College and her Master of Science in Nursing from UMKC in 2013. She has extensive experience working in obstetric nursing and women's health clinically and has served as a Clinical Instructor at Butler.

RECOMMENDED ACTION:

Recommend approval of Kaylene Schamber-Heller as a Full time Instructor of Nursing for the 2024-2025 academic year at a salary of \$55,300 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Nursing Department General Fund

Submitted by: Janet Schueller, Associate Dean of HEP
Supervisor: Julio Guerrero, Dean of Health, Education, and Public Services
Date: August 26, 2024

TOPIC for ACTION
Full-Time Nursing Instructor

REPORT:

Tonya Loveland is recommended for a Nursing Instructor position for the 2024-2025 academic year. Ms. Loveland brings 25+ years of nursing experience in both the industry and academia. Ms. Loveland completed her Bachelor of Science in Nursing from Wichita State University and her Master of Science in Nursing from Walden University in 2015. She has been in various clinical roles at area hospitals, industry, and local nursing programs, including Butler, where she precepted and worked with students, oriented new employees, and worked within an occupational health provider role.

RECOMMENDED ACTION:

Recommend approval of Tonya Loveland as a Full time Instructor of Nursing for the 2024-2025 academic year at a salary of \$55,300 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Nursing Department General Fund

Submitted by: Janet Schueller, Associate Dean of HEP
Supervisor: Julio Guerrero, Dean of Health, Education, and Public Services
Date: August 26, 2024

TOPIC for ACTION
Full-Time Nursing Instructor

REPORT:

Dianne Boggs is recommended for a fulltime Nursing Instructor position for the 2024-2025 academic year. Ms. Boggs brings 11 years of nursing experience working within the Emergency Department and psychiatric outpatient clinics within the community. Ms. Boggs completed her Associate of Applied Science from Butler CC, her Bachelor of Science in Nursing from WSU and is in her final semester to complete her Master of Science in Nursing from WSU.

RECOMMENDED ACTION:

Recommend approval of Dianne Boggs as a Full time Instructor of Nursing for the 2024-2025 academic year at a salary of \$50,300 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Nursing Department General Fund

Submitted by: Janet Schueller, Associate Dean of HEP
Supervisor: Julio Guerrero, Dean of Health, Education, and Public Services
Date: August 26, 2024

TOPIC for ACTION
Full Time EMS Instructor

REPORT:

Laurel Storm is recommended for the full-time Fire & EMS Instructor position for the 2024-2025 academic year.

Ms. Storm earned her Paramedic certification from Cowley Community College. She served as a paramedic for 8 years in Harper, Sedgwick, and Reno Counties before becoming an EMT Instructor at WSU Tech and an adjunct instructor at Butler CC.

RECOMMENDED ACTION:

Recommendation of approval of Laurel Storm as a full-time EMS Instructor for the 2024-2025 academic year at a salary of \$50,300 plus full benefits.

RECOMMENDED FUNDING SOURCE:

Fire and EMS Department General Funds

Submitted by: Dr. Julio Guerrero – Dean of Health, Education, & Public Services

Supervisor: Dr. Barry Robinson – Vice President of Academics

Date: August 27, 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 | 1372 (AY 2024) | 08/2024 | 1327 (AY2023) 1371 (AY 2022), 1416 (AY 2021) | Kansas Board of Regents AY Completions File |

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

| | |
|--|--|
| Department/Project Name | Model and Track Non-Credit Training |
| Responsible Individual(s) | Dr. Esam Mohammed, Dr. Jenna Gannon |
| Report for the BOT meeting of | 9/10/2024 |
| Strategic Goal: Advance Communities and Partnerships | Priority Number: 1b: Develop model and track non-credit training hours. |

Narrative

The impact of Butler Community College goes beyond the traditional classroom, for-credit setting. The current noncredit education portfolio includes six internal stakeholders: Human Resources, Information Services, Faculty Development, Adult Education, Career and Workforce Education, and Community Education.

It is important to fully understand the current offerings and develop a way to track these educational opportunities. Thus, a three-phase model has been developed and proposed to standardize and track Butler's Nonformal Education Units or "NEUs". NEUs will be the unit of measurement for Butler's organized, but non-credit educational offerings.

Current Outcomes

The three-phase model starts with Explore, where the following outcomes will be achieved:

- 1a. Explore Existing Resources
- 1b. Catalog Current Offerings
- 1c. Research Best Practices

Phase 1a is in progress and the goal is to have the entirety of Phase 1 completed by October 2024.

Action items for future outcomes

In the next update, we look forward to providing the catalog showing the non-credit offerings that Butler Community College offered in FY 2024.

Going forward, we will address Phase 2 – Translate with the goal of 75% completion for November 2024, and then Phase 3 – Apply, by the end of FY 2025.

Strategic Alignment

Priority #1b – Develop model and track non-credit training hours, under Strategic Goal Advance Communities & Partnerships.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

| | |
|--|---|
| Department/Project Name | Market Readiness and Equity |
| Responsible individual | Shelley Stultz |
| Report for the BOT meeting of | 9/10/2024 |
| Strategic Goal: Enhance Employee Success and Excellence | Priority Number: 1a: Budget funding to address market-readiness compensation and equity for hiring and retention |

Narrative

As part of Butler's strategic goals and priorities we strive to maintain a competitive market position for compensation to attract and retain highly qualified employees.

Consistent with this philosophy, Butler continues to determine our competitive market position, compensation policies and practices while taking into consideration the labor market, internal equity and the College's fiscal conditions.

Current Outcomes

In July 2024 we reached our goal to raise the lowest wage in the wage plan to \$15.00 per hour, for hourly classified positions. The cascading effect of this change improved all hourly paid positions in the wage scale. The funding for this initiative was made available through the equity dollars budgeted each year for this purpose.

Action items for future outcomes

Based on market trends, and competition in the workforce, the College will need to consider an elevated percentage of salary increases to maintain market competitive rates and equity.

As we continue to address the existing wage escalations in our market we recommend ongoing support of budget dollars to increase salaries pay minimums, address internal equity in our efforts to attract and retain the best employees for Butler Community College.

Strategic Alignment

Enhance Employee Success and Excellence by ensuring marketable pay in an effort to attract, retain and develop the best employees for Butler Community College

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

| | |
|---|--|
| Department/Project Name | Retention Records |
| Responsible Individual(s) | Christina Byram |
| Report for the BOT meeting of | 9/10/2024 |
| Strategic Goal: Drive Institutional Sustainability and Growth | Priority Number: 2a: Implement institutional records and retention practices. |

Narrative

As technology advances, the amount of data generated daily grows exponentially. Consequently, the need for a data retention program and overarching data governance has become a requirement for all institutions of Higher Education. Legal and compliance regulators now mandate the established data retention policy and its enforcement. By defining and managing data retention periods, Butler can efficiently eliminate irrelevant data, optimizing storage, security, and resource allocation while ensuring compliance with legal and regulatory requirements.

Current Outcomes

Information Services (IS) engaged with InfoTech, Tandem Cyber, and HowardEdu in a request for a data retention guided implementation statement of work. Tandem Cyber was selected as the partner, with a tailored hands-on approach to implementing data retention. To reduce consulting costs, the IS Division developed a baseline data retention schedule based on surrounding university data retention schedules. Butler's engagement with Tandem will kick off in September.

Action items for future outcomes

Butler Community College and Tandem will engage in an approximately 9-month data retention project to establish and enforce data retention across all institutional data. Tandem will review data schedules to ensure legal and compliance regulations are met, offering any necessary suggestions or changes. Additionally, Tandem will evaluate current data, identify redundant/outdated data, develop detailed cleanup protocols, provide user education and training, and assist in implementing data retention automation and tools. Expected outcomes include improved data management efficiency, reduced storage costs, increased compliance with legal and regulatory requirements, and reduced risk if data is breached or accessed unlawfully. Butler Community College will conduct bi-annual audits with Tandem to ensure ongoing compliance with data retention policies.

Strategic Alignment

Strategic Goal: Drive Institutional Sustainability and Growth

MONTHLY STATEMENT OF REVENUES AND EXPENDITURES

Due to the Labor Day Holiday, the Monthly Statement of Revenues and Expenditures will be sent under separate cover prior to the Board Meeting.

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

To my Butler Family,

Thank you so much for the rose bouquet + the book placed in the library in honor of my father. The love and support is the best from this community.

Love,
Kerri &
Family

May this express...
at least in part...
sincere and warmest thanks
for your thoughtfulness

Alex Zarchan

Diana VanDyke

Gabrielle Hoffmann

Butler Board of Trustees-

Thank you for your generous approval of salary increases and health insurance contribution for staff and faculty. Your continued support is appreciated.

Sincerely-

Butler Financial Aid Office

Caroline Pass

Amanely
Cynthia
Proctor

Connie
Suzanne
Hays

Katie
Finger
Kern
Amanda
Smith

Matthew
Dove

Dear Dr. Krull

My name is Madison Busch, I want to thank you for sponsoring the Grand Champion Senior awards in Visual arts. I love the opportunity 4H has given me all these years. I have been in the project for ten years now and each year has been so rewarding. This year is no exception! Thank you for all you do for such a wonderful community, Thank you for your support, and Thank you for the award!

Gratefully Madison Busch

Dear Dr. Kimberly Krull,

Thank you for sponsoring the 4H Senior Foods Grand Champion Scholarship. Thank You for supporting 4H and our community.

Sincerely,
Esther Good

Butler Community College,

Thank you for sponsoring the Champion Sr.
Goat Showman at the 2024 Butler County Fair.
I am currently a member of the livestock judging
team at Butler so this will help my schooling
emergency! Thank you for your support!

Thank you,
Cally Miller

Dear Dr. Kimberly Krull,

Thank you for sponsoring
me by giving to this award!
I truly appreciate your support
of 4-H and a love for photography

love
Kylee

Dear Dr. Kimberly Krull,

Thank you for the gift of 15 credit hours to Butler Community College. I will be a Junior at Circle High School and plan to take classes during my junior and senior year. I was the Grand Champion Senior Showman for Dairy Goats. This is my tenth year in 4-H.

With Gratitude, Jackson Strecker

Dear Dr. Kimberly Krull,

Thank you for the opportunity to receive credit hours. It will help me with my college education.

Sincerely,

Kolby Holcomb

Dear Dr. Krull,

Thank you for sponsoring the Champion Senior Beef Showman with 15 credit hours to Butler. Showmanship is a huge passion of mine so this award means so much to me. This scholarship will help me take classes in highschool as well as when I go to Butler in 2 years. Your support in youth like myself means the world to me. Thank you!

Sincerely,
Cami Miller

Thank you for sponsoring the Grand Champion Showman Scholarship. This is my first year in senior I am excited to start my first senior year off great.

Thank you
Morgan Harvey



**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
SEPTEMBER 2024**

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| 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 |
| October Board Finance Committee | Tuesday, October 8, 2024; 3:30pm President's Conference Room | Dave Sherrer Mary Martha Good |
| October Board Meeting | Tuesday, October 8, 2024; 4:30pm Dankert Trustee Board Room | ALL TRUSTEES |
| October Work Session | Monday, October 28, 2024; 4:30pm Dankert Trustee Board Room | ALL TRUSTEES |

2024-2025 Board Meeting Dates

Tuesday, July 9, 2024
 Tuesday, August 13, 2024
 Tuesday, September 10, 2024
 Tuesday, October 8, 2024
 Tuesday, November 12, 2024
 Tuesday, December 10, 2024
 Tuesday, January 14, 2025
 Tuesday, February 11, 2025
 Tuesday, March 11, 2025
 Tuesday, April 8, 2025
 Tuesday, May 13, 2025
 Tuesday, June 10, 2025
 Tuesday, July 8, 2026

LOOKING AHEAD

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|---|---|--|
| November Board Finance Committee | Tuesday, November 12, 2024; 3:30pm President's Conference Room | Dave Sherrer Mary Martha Good |
| November Board Meeting | Tuesday, November 12, 2024; 4:30pm Dankert Trustee Board Room | ALL TRUSTEES |
| November Work session | Monday, November 25, 2024; 4:30pm Dankert Trustee Board Room | ALL TRUSTEES |
| December Board Finance Committee | Tuesday, December 10, 2024; 3:30pm President's Conference Room | Dave Sherrer Mary Martha Good |
| December Board Meeting | Tuesday, December 10, 2024; 4:30pm Dankert Trustee Board Room | ALL TRUSTEES |
| December Work session | Will not be held – College closed | ALL TRUSTEES |

ACTIVITY CALENDAR

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| Summer Session Ends | Friday, August 2 | All Day |
| Women's Soccer – KJCCC Scrimmage | Saturday, August 17 | TBA |
| Professional Development Days | Monday, August 12-Friday, August 16 | All Day |
| Women's Soccer v. Emporia State | Sunday, August 19 | 7:00pm |
| Fall Classes Begin | Monday, August 19 | All Day |
| Women's VB vs. McPherson | Tuesday, August 20 | 1:30pm |
| Women's Soccer vs. Seminole State College | Thursday, August 22 | 6:00pm |
| Women's Volleyball vs. Hutchinson | Wednesday, August 28 | 6:00pm |
| Football vs. Northeastern Oklahoma A&M College | Saturday, August 31 | TBA |
| Women's Soccer vs. Barton | Sunday, September 1 | 7:00pm |
| Volleyball vs. Colby | Saturday, September 7 | 2:00pm |
| Football @ Ellsworth (IA) | Saturday, September 7 | TBA |
| Women's Soccer vs. Hutchinson | Saturday, September 7 | 7:00pm |
| Mitch Holthus – Harold Smith Cultural Series | Thursday, September 12 | 7:00pm |
| Women's Soccer vs. Garden City | Saturday, September 14 | 6:00pm |
| Football @ Independence | Saturday, September 14 | 7:00pm |
| Women's Soccer vs. Seward | Wednesday, September 18 | 6:00pm |
| Volleyball vs. Garden City | Wednesday, September 18 | 6:00pm |
| Football vs. Coffeyville | Saturday, September 21 | 7:00pm |
| Art Exhibit: Bob Burdette | September 23 – October 27 | |
| Soccer vs. Hill College | Wednesday, September 25 | 7:00pm |
| Volleyball vs. Missouri State Univ-West Plains | Friday, September 27 | 12:00pm |
| Volleyball vs. Kansas Wesleyan JV | Friday, September 27 | 2:00pm |
| Football vs. Snow College | Saturday, September 28 | 1:30pm |
| "The Miraculous Journey of Edward Tulane" | September 26 – September 28 | 7:00 pm |
| Soccer vs. Coffeyville | Sunday, September 29 | 7:00pm |
| Soccer vs. Pratt | Wednesday, October 2 | 6:30pm |
| Instrumental Music Concert | October 4 – October 5 | 7:00pm |
| Vocal Concert | October 10, 11, 12 | 7:00 pm |
| Vocal Concert | October 12 | 2:00 pm |
| Football @ Highland | Saturday, October 12 | 1:00 pm |
| Soccer vs. Cowley College | Saturday, October 12 | 7:00 pm |
| Volleyball vs. Seward County | Saturday, October 12 | 2:00 pm |
| Volleyball vs. Dodge City | Wednesday, October 16 | 6:00 pm |
| Football vs. Garden City | Saturday, October 19 | 7:00 pm |
| Soccer vs. Dodge City | Wednesday, October 23 | 6:00 pm |
| Football @ Hutchinson | Saturday, October 26 | 12:00 pm |
| Volleyball vs. Cloud County | Saturday, October 26 | 2:00 pm |
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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, Shelley Stultz, 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.**