

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING
4:30 p.m., Tuesday, October 8, 2024 – Dankert Trustee Board Room
Watch Live via <http://www.butlercc.edu/bctv>**

3:30 p.m.	Board Finance Committee Meeting – President’s Conference Room.
4:30 p.m.	Regular Board Meeting – Dankert Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.
	Executive Session – For matters related to non-elected personnel

- I. **CALL TO ORDER (4:30 pm)**
- II. **PLEDGE OF ALLEGIANCE (4:30 pm)**
- III. **APPROVAL OF AGENDA (4:35 pm)**
- IV. **RECOGNITIONS (4:40 pm) ----- 3**
- V. **PUBLIC COMMENT (4:50 pm)**
If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3b36GXl>
- VI. **STANDING REPORTS (4:55 pm)**
 - 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
- VII. **MONITORING REPORTS (5:10 pm)**
 - A. Butler Foundation ----- 4
 - B. Athletics ----- 10
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
 - A. Presidential Search Update (Jolly) (5:30 pm) ----- 17
 - B. Strategic Plan (Krull) (5:40 pm) ----- 18
 - C. Quarterly KORA Report (Krull) (5:50 pm) ----- 19
- IX. **BOARD ACTION ITEMS**
 - A. Policy Updates (Stultz) (5:55 pm) ----- 20

X.	CONSENT AGENDA (6:05 pm)	
	A. Approval of Meeting Minutes	
	A. Regular Meeting Minutes of September 10, 2024 (Krull) -----	24
	B. Special Meeting Minutes of September 23, 2024 (Krull) -----	29
	B. Approval of Bills and Warrants for September 2024 (Wilson) -----	30
	C. Resolutions - None	
	D. Bids and Purchases	
	A. Culinary Arts Linens -----	32
	E. Ratification of Agreements and Contracts	
	A. Andover NRP (Krull) -----	35
	B. Newton CEP (Jensen) -----	45
	C. Marion Lease (Rinkenbaugh) -----	51
	D. Clinical Affiliation Agreement - Morris County Hospital (Schueller) ----	54
	E. Clinical Affiliation Agreement – Shawnee Mission Medical Center, AdventHealth (Schueller) -----	57
	F. EMS Field Internship Agreement – Butler County (Guerrero) -----	74
	G. EMT MOU – Marion County (Guerrero)-----	78
	F. Personnel - None	
XI.	SUPPLEMENTAL INFORMATION (6:10 pm)	
	A. Key Performance Indicators Update (Mohammad) -----	84
	B. Monthly Statement of Revenue & Expenditures (Potter) -----	89
	C. Thank You Notes -----	91
	D. Board Calendars -----	93
XII.	EXECUTIVE SESSION (6:15 pm) -----	96
XIII.	ADJOURNMENT (7:15 pm) -----	97

OCTOBER BOARD RECOGNITIONS

- **Christina Byram** – Christina has recently completed her CIO Executive Education and Certificate Program through Carnegie Mellon University.
- **Dr. Heather Rinkenbaugh and Dr. Phil Speary** – Drs Rinkenbaugh and Speary stepped into the Co-Interim Vice President of Academics roles in January 2024 and while it was anticipated they would have to serve just a few months, their commitment has been 9 months. They have successfully managed this leadership role along with their regular roles as Deans.

MONITORING REPORTS

2024 Advancement Division Report

Presented by: Tom Borrego, Vice President for Advancement: Butler Community College Foundation and College Relations & Marketing

Fundraising Staff

Staffed by: Tom Borrego, Vice President, Angie Friesen, Accounting Officer, Hayley Hobbs, Director of Donor Relations, Jennifer Green-Miracle, Director of Community Advancement, Trisha Walls, Community Advancement Coordinator, and Averie Nelson, Director of Development & Scholarship.

Staff Member	College Duties	Foundation Duties
Tom Borrego	Supports the Office of the President, Oversees all Advancement Services, and advocates for the college in the community and region through participation in organizations.	Oversees all fundraising, direct capital campaign projects, relationship management, gift management, investment, board of directors, and estate gifts.
Averie Nelson	Manages college scholarships and participation in college committees.	Manages foundation scholarships, emergency fund support for students and major gift fundraising.
Hayley Hobbs	Participates in college committees.	Manages gift transactions, gift reports, donor software, donor relations, grant fundraising, annual fund, president's donor dinner, president's holiday event, foundation website, social media and podcasts. Supports the foundation magazine.
Jennifer Green-Miracle	Oversees Advance Kansas Program.	Directs the Butler Auction, corporate relations and support for technical programs.
Trisha Walls (part-time)	Oversees Life Enrichment Program and Spelling Bee.	Supports the Butler Auction, Manages the foundation magazine and promote the planned giving program via estate planning presentations, website, invitations and social media.
Angie Friesen (part-time)	Oversees accounting tasks for the foundation. Supports the marketing account payables.	Manages investments, finance and investment committee.

Scholarship and Program Support

The Foundation Scholarship had another successful year disbursing scholarships. The need remains and donors are stepping up. We are grateful for the continued support of our benefactors who support the mission of the college.

Scholarship Applications	Number of Students Awarded	Total Amount of Scholarships Awarded	Transfer Scholarship Applications	Emergency Loan Disbursements	Donor Program Support Funds
2493	681	\$740,533	47	\$5,110 (13 students)	\$190,000

Total Amount of Program Support
\$4,745,759.72

Foundation Board of Directors

The Foundation Board of Directors added four new board members (*) to the board of directors. The board meets quarterly and governs the operations and investments of the Foundation.

2024-2025 Foundation Board of Directors

- President – John Blickenstaff '85
- Treasurer – Eric Bird
- Secretary – Tom Borrego (non-voting member)
- Kevin Arnel
- Dusty Buell
- Dan Davis
- Sherri Farmer
- Dr. Mandi Hursh*
- Trustee Liaison/Ex-Officio – Forrest Rhodes
- Colin Parry
- Chevis Rebstock*
- Betsy Redler
- Janet Schuler
- Philip Solorio*
- Ex-Officio – Dr. Kim Krull

*New Members

The 2023-2024 fiscal year was a normal year following the culinary capital campaign project. Capital funds, sponsorships and a successful auction created a successful year. Overall, the Foundation raised \$5,455,540 million during this fiscal year. A breakdown of the Butler Benefit Auction and corporate sponsorships can be found below.

Butler Benefit Auction-Jennifer

The Butler Benefit Auction had an amazing year for the Foundation’s annual fundraiser. While the overall revenue was down, the number was more in line with that of previous events. The auction remains a popular event and is a great means to support student scholarships and to fund a portion of the Foundation’s operations. Overall revenue for the 2024 event generated over \$264,000, reaching significant levels of opportunity for the Foundation. Pure Philanthropy Donors continue to be generous in their overall giving to the Foundation, raising more than \$78,000.

Butler Benefit Auction Results	2022	2023	2024
Event Revenue	\$270,038	\$318,503	\$264,865
Number of Guests	331	270	330
Percent Guests who Gave in Event	78%	60%	75%

Corporate Sponsors

The Butler Foundation appreciates all partnerships from our corporate sponsors. These businesses understand the importance of investing in Butler Community College and help support the Foundation’s mission and to cultivate the business leaders and workforce success of tomorrow. Non-auction corporate sponsors are recognized at the Scholarship Dinner and the Presidents Donor Dinner events, as well as through the Foundation’s website and magazines. Overall sponsorships saw a 7% increase over the previous year.

Corporate Sponsors	2021-2022	2022-2023	2023 - 2024
Auction Sponsors (Excludes in-kind)	\$ 50,500	\$ 53,400	\$ 58,000
Other Foundation Event Sponsors	\$ 5,000	\$4,950	\$4,200

Community Advancement

Butler Community College continues to create awareness and educate leaders in our community through Advance Kansas in partnership with Spirit AeroSystems, Evergy, Meritrust Credit Union, SHRM, Envision and T-Mobile. The partners not only help fund the initiative but together, build relationships with a multitude of businesses and organizations throughout the area. Publicly recognized as a leader in helping make workplaces in our communities more equitable and inclusive, the Advance Kansas program is designed to engage business and community leaders to cultivate a more significant commitment to the importance of valuing opportunities for different voices, experiences, perspectives and backgrounds to be engaged and respected. Over the past year, 39 individuals took part in training sessions to develop skills and knowledge to effectively manage and lead employees in understanding the upside positive potential for their workplaces.

Participants learn how to identify their differences and come away with focused decision-making skills for examining diverse dynamics, diagnosing underlying tensions, and making effective decisions – not only in the workplace but with clients, suppliers, and their personal lives. Participants learn the framework to guide groups and create organizational management

processes. The goal of the program is to inspire individuals and build new and deeper relationships across multiple dimensions which can lead themselves and their organizations to grow and foster in the ever-changing culture.

Participants have requested additional Advance Kansas learning opportunities. Currently, the Advance Kansas Advisory Committee is hosting workshop events to address issues beyond the foundation classes of Advance Kansas.

Life Enrichment

Life Enrichment is an educational, entertaining, and cultural program designed to engage community members in the life of the College. Meetings take place monthly during the academic year and are open to everyone. Programs feature speakers and performers tailored to the interests of active older adults. The most popular programming includes speakers on local or Kansas history and singers. Life Enrichment builds awareness of the college and in the community. Members visit the college, attend our athletic and fine arts events, and get involved in the community.

Life Enrichment Performance	2020-2021	2021-2022	2022-2023	2023-2024
Membership	n/a	90	107	125
Average meeting attendance	n/a	42	52	57
% Membership age 75 and under	n/a	35.8%	39.5%	45.8%

Butler County Spelling Bee

Coordinated through our Community Advancement, The Butler County Spelling Bee contributes to our communities by connecting Butler Community College with elementary and middle school students throughout the county. Participants from all Butler County school districts are invited to participate and attract some of the brightest students in the county to our campus along with their teachers, parents, and grandparents.

The Spelling Bee, produced by our own Butler college librarians, featured spellers from 26 Butler County schools. The winner of the 2024 Butler County Spelling Bee was Carey Chesire from Andover Middle School, successfully spelling the word “intersperse”. Carey went on to win the Kansas State Spelling Bee earning the honor of participating in the Scripps National Spelling Bee in June where he tied for 22nd place.

College Relations and Marketing (College)

Staffed by Kelly Snedden, Director, Kellee Kruse, Assistant Director/Brand Manager, Rodney Dimick, Digital Production Manager, Sarah Goertz, Digital Marketing Specialist, Noah Stevens, Visual Graphics Designer, Joe Wescott, Content Strategist, Caleb Sanderson, Copywriter, and Elizabeth Cody, Social Media Coordinator

MAJOR PROJECTS/GOALS

- Website rebuild with IS using a new content management system (CMS)
- Enhance use of marketing automation
- Enhance use of data and prospect intelligence & technologies for lead generation
- Enhance community partnerships and publications for Butler County/ service area
- Enhance internal communications across all Butler campuses

ACCOMPLISHMENTS

Middle School Construction Symposium: College Relations & Marketing worked with internal and external partners to organize an event that hosted more than 100 middle school students to Butler’s Andover location in partnership with the Wichita Area Builder’s Association (WABA) and Professional Women Builders (PWB). WABA advocates for its members on local, state, and

national issues related to the construction industry. PWB is the “voice” of women in the building industry and is dedicated to promoting industry professionalism and supporting members at local, state, and national levels. We offer networking, personal development, educational opportunities, legislative awareness, and outreach. Butler has been asked to organize a second middle school symposium by both USD 259 and the PWB of WABA.

Build My Future: Through the partnership with the Wichita Area Builder’s Association, Butler has created a strong presence at the Build My Future event in Wichita with nearly 500 students participating in year one. Butler is actively partnering on the second Build My Future event coming in October to the Park City Arena, and marketing and foundation is finalizing a \$1,000 PWB scholarship for a Butler construction student.

Educate the State: College Relations & Marketing played an integral role in the creation, coordination and ultimate public announcement of the Educate the State initiative between Butler, Cowley, Southwestern, Friends and Newman. This is a dynamic program that offers Butler secondary education graduates great discounts at our four-year Educate the State university partners.

Lead Qualification: The marketing department successfully conducted a pilot project with an outside vendor for assessment and qualification of leads for culinary arts program. The initial success allowed for expansion to additional academic programs through Student Services resulting in higher conversion rates.

Launching Marq Templates: The new platform, formerly Lucidpress, will roll out in October, making customized, branded, print-on-demand marketing pieces available across the college. Marq is an online self-serve design platform that centralizes brand guidelines, assets, and templates, ensuring all marketing materials and communications align with the institution's brand identity, regardless of the location or department involved. This tool allows individuals and teams to create professional, Butler collateral, while maintaining our brand identity consistency. Marq is unique in that all the templates have been designed by the Brand Manager and Visual Graphics Designer at Butler Community College and have the Butler brand elements already built in. The Butler color palette and branded typefaces are included to help guarantee that the design retains a consistent and professional Butler look and feel. The Marq templates are focused on the development of simple print collateral. These include flyers, bi-fold and tri-fold brochures, posters, postcards, info cards, certificates, birthday and Christmas cards, and more. Marq also includes a variety of digital-only templates related to web ads and social media. When a template is chosen for a project, Marq will create a copy that lives in the user’s project folder. That way, the master template is never touched. The project can be shared with other Marq users for collaboration, review, and approval (required by Marketing). Once a project is completed, the files can be downloaded as a PDF to be printed. If it is a digital-only project, it can be downloaded as a JPG or PNG.

Completed Vimeo Interactive Videos: Over the past year, five interactive videos have been completed. The videos allow viewers to click on different parts of the video to view what they want without having to watch the entire video. The interactive videos highlight various academic programs and include interviews with leads/chairs about what prospective students will learn and experience at Butler. Some program highlights feature alumni who give testimonials about their time in the program. To date total impressions are 21,453.

METRICS

PROSPECTS

In 2022, marketing was nurturing 33,707 inquiries/not applied. Sept. 10, 2024, inquiries/not applied is 58,754.

WEB TRAFFIC (July 1, 2023 – June 31, 2024)

- All users up 173.6%, vs. same period in 2023
- New users up 167.8% at 1.6 million
- Visits to application page is up 85.71% (2024 = 18,738 vs 2023 = 10,901).

PRESS RELEASES

97 press releases were emailed from September 1, 2023 – September 1, 2024) through Mailchimp with a 51% open rate which is an increase of 12% in the open rate.

VIDEO

- To date Vimeo Interactive videos have reached 21,453 impressions.
- Views on Youtube were 167,195 for July 1, 2023 – June 30, 2024 vs 83,151 during previous annual period
- Impressions on Youtube were 433,887 for July 1, 2023 – June 30, 2024 vs 274,478 during previous period

DIGITAL ADS : We manage 9 digital ad platforms inhouse

Ads Ran:

- 25 campaigns with 89 ads- (July 1, 2022 to June 30, 2023)
- 34 campaigns with 118 ads - (Jul 1, 2023 to June 30, 2024)

Landing Page Views:

297.42K (July 1, 2023 to June 30, 2024) vs 36.22K - (July 1, 2022 to June 30, 2023)

Form Fills:

3,030 (July 1, 2023 to June 30, 2024) vs 142 (July 1, 2022 to June 30, 2023)

Email Opens: Current: 11.45K / 2023: 7.1K

Summer+ those engaging with Summer+ digital ads doubled from just under 500 in 2023 to just under 1,000 in 2024.

SOCIAL MEDIA:

Instagram (July 1, 2023 – June 31, 2024)

Total followers 7637 (growth rate of 27.6%)

Engagement rate of 5.2%. Current average engagement rate for an education account is 1.1% and overall general engagement is usually 1-3%.

Facebook (July 1, 2023 – June 30, 2024)

163K followers up from 15,199; content interaction is 34.5K, an increase of 53.8%

<p style="text-align: center;">BOARD OF TRUSTEES REPORT Athletic Department 2023-24</p>
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BUTLER ATHLETICS

The Athletics Department, an integral part of the educational mission of Butler Community College, strives for excellence in five key areas: Academics, Integrity, Service to the Community, Excellence in Competition and Vision for the Future.

KEY UNIT PROCESSES:

- Academics
 - o Each student-athlete to reach their educational goals
 - o Ensure smooth transfer to other institutions to further their education
 - o Provide staff and facilities to assist in reaching academic goals
- Integrity
 - o Adhere with NJCAA, Jayhawk Conference, federal, state and institutional rules and regulations
 - o Provide equitable opportunities for women and minorities
 - o Maintain fiscal responsibility
 - o Develop student-athletes who are positive role models and productive members of society, displaying good citizenship, character and personal growth
- Service to the Community and College
 - o Enhance quality of life on campus
 - o Provide quality of life options to communities we serve
 - o Serve as positive public relations vehicle for entire college
 - o Create sense of pride and loyalty among students, alumni and friends
- Success on the Playing Surface
 - o Strive to achieve athletic success on the highest levels of intercollegiate competition
- Vision for the Future
 - o Increase private support to both the college as a whole and the department

The Butler Athletics program currently sponsors the following NJCAA Division 1 sports: Men: football, basketball, baseball, cross country, and indoor and outdoor track and field Women: basketball, volleyball, softball, soccer, cross country, and indoor and outdoor track and field.

ATHLETIC MANAGEMENT

Todd Carter begins his 38th year in the athletic department at Butler Community College, and 23rd as the Athletic Director. As athletic director, Carter provides leadership and support for the Grizzlies 11 varsity sports as well as the department's 40 full-time and part-time administrative and coaching staff members.

Michaela Serrioz is in her fourth year at Butler and serves as Associate Athletic Director. She is in charge of day-to-day operations in the athletic office, GrizzlyBacker membership, fundraising, and compliance for all sports. Michaela also assists with gameday operation and gameday experience for fans.

Trey Burnett is in his second year as the Director of Sports Information and Operations. He handles statistics, website administration, social media management, content creation and game operation for the athletic department. He works to promote all 11 sports programs.

ATHLETIC TRAINING

Amanda Maiden and Jared Brown are the two certified athletic trainers that handle all prevention and care of the over 300 grizzly student-athletes. They also handle all the relationships with the dozen Grizzly team doctors and supervise a staff of 10+ student athletic trainers.

ATHLETIC/ACADEMIC SERVICES

Matt Trosper begins his 6th year with the Grizzlies as the Athletic Academic Services Coordinator. Matt oversees enrollment, advising, tutoring and academic support for the Grizzly athletic programs.

FOOTBALL:

- Brice Vignery, Head Coach - 3rd season, 14th overall
- Kyle Woodall, Defensive Coordinator / LB's / S&C - 10th season
- Rob Messinger, Offensive Coordinator / Quarterbacks - 2nd season
- Jake Landoll, Associate Head Coach / Defensive Line - 3rd season
- Maurice Gray, Defensive Backs/ Defensive Pass Game Coord. - 3rd season
- David May, Tight Ends/ Pass Game Coord. / Special Teams - 1st season
- Brady Foltz, Offensive Line - 1st season
- Isaiah Gray, Cornerbacks - 3rd season
- Austin Roberts, Defensive Ends - 1st season
- Edward Parson, Running Backs - 1st season

Butler is ranked No. 15 in the preseason NJCAA Division 1 poll. Last season, Butler had 20 All-KJCCC student-athletes, two All-Americans, nine NJCAA Academic All-Americans and 40 student-athletes signed with four-year programs to continue with their education and playing careers.

MEN'S BASKETBALL:

- Head Coach- Eric Nitsche, 1st year
- Asst. Coach- Ivan Leal, 1st year
- Asst. Coach- Mikel Henderson, 1st year

Butler men's basketball has a brand-new coaching staff entering the 2024-25 season. A season ago the Grizzlies finished 23-9 and advanced to the Region 6 semifinals. Two Grizzlies were named all-conference and two were named NJCAA All-Academic. Three of the graduating sophomores signed with NCAA Division I programs.

BASEBALL:

- Head Coach - Ty Reese, 2nd year
- Asst. Coach- Micah Grover, 1st year
- Asst. Coach - Brandon Bachar, 1st year

Butler baseball finished 33-27 last year in Ty Reese's first as head coach. The Grizzlies had six named to the KJCCC West All-Conference team while Caden Kickhaefer was a finalist for the Junior College Athlete of the Year award from the Wichita Sports Commission. The baseball team finished with a 3.33 GPA and 18 student-athletes earned NJCAA All-Academic status. Butler currently has 2 players in major league baseball. There are 5 athletes that signed NCAA Division I with the remaining sophomores going to the Division II level.

CROSS COUNTRY & TRACK:

- Head Coach- Mark Emerson, 1st year as HC
- Asst. Coach- Keitavious Walter, 1st Year

- Asst. Coach- Hannah Showalter, 1st Year

This sport includes both men's and women's cross country and men's and women's indoor and outdoor track and field. Men's cross country (3.18), women's cross country (3.16) and women's track and field (3.12) all achieved 3.00 GPA's or higher. Mark Emerson and his staff begin their first year in charge for the 2024-25 seasons.

WOMEN'S BASKETBALL:

- Head Coach - Mike Helmer 17th year
- Asst. Coach - Ericka Mattingly, 1st year
- Asst. Coach - Tanesha Daniels, 1st year

The Grizzlies finished the year 25-8 and advanced to the Region 6 title game, ultimately falling by two points to eventual national champion Hutchinson. Freddie Wallace was selected as NJCAA All-American for a second consecutive year as well as a finalist for the Junior College Athlete of the Year award from the Wichita Sports Commission. Five Grizzlies were named All-KJCCC. The team held a 3.07 GPA and had three NJCAA All-Academic honorees. Three of the sophomores transferred to NCAA Division I programs and 5 transferred to NCAA Division II.

VOLLEYBALL:

- Head Coach- Lisa Lechtenberg 7th year
- Asst. Coach- Tessa Arasmith-Cosby 7th year

The Butler volleyball team is picked to finish fourth in the KJCCC after going 20-13 a season ago and narrowly missing out on the national tournament falling 3-1 to Colby in the Region 6 championship. They held a 3.15 GPA and had eight student-athletes named to the NJCAA All-Academic team. One player transferred to the NCAA Division I level.

SOFTBALL:

- Head Coach- Morgan Bohanan, 3rd year
- Asst. Coach- Megan Johnson, 3rd year
- Asst. Coach- Kimber Courtemelia, 2nd year

Butler won the 2024 KJCCC Championship, going 47-10 and advanced all the way to the Region 6 title game. The Grizzlies finished with a 3.35 team GPA and had 10 student-athletes named to the NJCAA All-Academic team. Claire Lopez was named an All-American while nine Grizzlies were all-conference honorees. One player transferred to the NCAA Division I level.

SOCCER:

- Head Coach- Adam Hunter, 18th year
- Asst. Coach - Travis Stipp, 8th year
- Asst. Coach-Junior Galvan, 4th year

Since the program's inception in 2002 the women's soccer team has won 14 conference championships, ten Region VI titles, and has advanced to the national tournament ten times. This year Butler is picked to finish second in the KJCCC and is ranked 12th in the NJCAA national preseason poll. A season ago the Grizzlies had five all-conference student-athletes and one All-American in Sakiko Manabe. Academically, the Grizzlies had a 3.40 team GPA with 16 named to the NJCAA All-Academic team. Four of the graduating sophomores transferred to NCAA Division II programs.

SERVICE TO THE COMMUNITY:

The athletic department also has participated in the Grizzly give back day since its inception, volunteers in the USO 490 elementary school mentoring program, participated in the Wichita Eagle give back to the community basketball camp day, and have donated season tickets to many charities throughout Butler County.

COMMUNITY SERVICE/OUTREACH:

Men's Basketball:

- Morning high fives at local elementaries
- Christmas toy drive

Women's Basketball:

- Grandview math and English reading night
- Faith builders non-profit fundraiser
- Sunshine children's home packaging event
- Christmas toy drive

Volleyball:

- YMCA Oz Mother's Day 5k
- Oil Hill Elementary donut buddies
- Butler Rec Center youth volleyball clinic
- EHS volleyball tournament volunteers

Softball:

- P.I.E. Fundraiser
- United Way tournament
- Butler Trunk or Treat

Track & Field:

- Skelly adopt-a-class

Soccer:

- Oil Hill Elementary donut buddies
- Elementary Mentoring Program
- YMCA youth soccer clinic

Football:

- High Five Fridays at every Elementary and middle school all fall long on Fridays
- Augusta School Carnivals at both Elementary schools
- Circle school carnival
- Grandview school carnival
- Circle breakfast with buddies, donuts and drinks with kids
- Circle Family Night with games and music
- Spring game- 90 kids came out for kids day at the stadium
- Blackmore job fair day/ fun day
- Cassoday end of the semester Christmas fun day/Dr. Suess day
- Flint Hills Career day

- Volunteer serving at the scholarship dinner, foundation auction, 1 shot turkey hunt dinners
- Wichita Heart Walk – American Heart Association

2022-23 Athletic Academic Summary												
	Fall 22 GPA	F 22 Credits Comp	Sp1723 GPA	SP 23 Credits Comp	22-23 GPA	22-23 Credits Comp	Persistence	Retention	Success	Transfer	Grad.	Completion
Baseball	3.29	452	3.35	499	3.32	951	100%	100%	89%	92%	58%	100%
Basketball, M	2.68	168	2.41	175	2.55	343	100%	75%	80%	67%	78%	89%
Basketball, W	3.23	166	3.18	154	3.20	320	100%	100%	94%	100%	100%	100%
Cross Country, M	2.91	138	3.06	105	2.98	243	80%	60%	81%	40%	60%	60%
Cross Country, W	3.00	127	2.78	138	2.89	265	100%	86%	88%	50%	50%	100%
Football	2.80	1052	2.76	573	2.79	1625	93%	85%	85%	78%	44%	86%
Soccer	3.70	388	3.33	366	3.52	754	93%	86%	91%	86%	79%	86%
Softball	3.42	255	3.45	269	3.43	524	100%	88%	95%	89%	78%	89%
Track, M	2.86	357	2.92	428	2.89	785	100%	92%	84%	50%	75%	88%
Track, W	3.11	224	2.89	255	3.00	479	100%	69%	86%	50%	50%	67%
Volleyball	3.51	220	3.70	193	3.60	413	80%	67%	90%	90%	90%	100%
Overall	3.10	3547	3.08	3155	3.09	6702	96%	86%	87%	77%	63%	88%
Men's	2.91	2167	2.95	1780	2.93	3947	96%	88%	85%	74%	54%	87%
Women's	3.40	1380	3.25	1375	3.33	2755	96%	82%	91%	83%	78%	89%

Persistence Rate: Rate at which freshman student-athletes persisted Fall to Spring Semester

Retention Rate: Rate at which student-athletes were retained Fall to Fall semester

Success Rate: Rate at which student-athletes passed classes (grade A,B, or C)

Transfer Rate: Rate at which student-athletes transferred to a 4-year college

Graduation Rate: Rate at which student-athletes obtained their AA degree (This rate only counts those that applied for and were awarded a degree. A student may have met the requirements for a degree, but didn't apply).

Completion Rate: Rate at which student-athletes graduated with a degree and/or transferred to a 4-year college.

2023-24 Athletic Academic Summary												
	Fall 23 GPA	F 23 Credits Comp	Spr24 GPA	SP 24 Credits Comp	23-24 GPA	23-24 Credits Comp	persistence	Retention	Success	Transfer	Grad.	Completion
Baseball	3.30	484	3.35	530	3.33	1014						
Basketball, M	2.77	194	2.61	170	2.69	364						
Basketball, W	3.21	170	2.92	154	3.07	324						
Cross Country, M	3.44	100	3.38	104	3.41	204						
Cross Country, W	3.05	128	3.27	124	3.16	252						
Football	2.72	1049	2.86	636	2.77	1685						
Soccer	3.45	291	3.36	271	3.41	562						
Softball	3.36	302	3.36	318	3.36	620						
Track, M	3.01	292	2.65	381	2.81	673						
Track, W	3.20	229	3.09	250	3.14	479						
Volleyball	3.16	204	3.15	227	3.15	431						
Overall	3.06	3443	3.07	3165	3.07	6608						
Men's	2.93	2119	2.96	1821	2.95	3940						
Women's	3.27	1324	3.22	1344	3.24	2668						

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

Persistence Rate:	Rate at which freshman student-athletes persisted Fall to Spring Semester
Retention Rate:	Rate at which student-athletes were retained Fall to Fall semester
Success Rate	Rate at which student-athletes passed classes (grade A,B, or C)
Transfer Rate	Rate at which student-athletes transferred to a 4-year college
Graduation Rate:	Rate at which student-athletes obtained their AA degree (This rate only counts those that applied for and were awarded a degree. A student may have met the requirements for a degree, but didn't apply).
Completion Rate:	Rate at which student-athletes graduated with a degree and/or transferred to a 4-year college.

BOARD DISCUSSION ITEMS

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: October 8, 2024

**TOPIC for DISCUSSION
Strategic Plan**

REPORT:

The August Regular Board Meeting included discussion of the updated strategic plan. Under the goal of “Drive Institutional Sustainability and Growth” the Board requested the addition of 2 additional priorities related to “other sources of revenue for the College” and “development of a multi-year revenue and expenditure plan.” Initial performance indicators (action step) need to be identified through discussion with the Board to being to address these new priorities. The new priorities have been included in the 2024-2025 Strategic Plan as noted below.

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: October 8, 2024

Drive Institutional Sustainability & Growth	(1) Strengthen processes and communication to maximize student opportunities	(1a) Develop distinct pathways between non-credit and credit training	Barry, Deans
	(2) Ensure institutional accountability and compliance	(2a) Implement institutional records retention practices	Christina, VPs
	(3) Develop other sources of revenue to the College to offset the tax burden of Butler County taxpayers		
	(4) Begin to develop a multi-year revenue and expenditure plan focused on sustainability.		

**TOPIC for Discussion
Quarterly KORA Report**

REPORT:

The KORA Quarterly report for requests received from 7/1/2024 through 9/30/2024 is included.

RECOMMENDED ACTION:

This item is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Dr. Kim Krull, President
Supervisor: Linda Jolly, Board Chair
Date: October 8, 2024

Kansas Open Records Act Ending September 30, 2024					
Date Received	Requested From	Subject	Language of Request	Accepted or Declined	Date of Resolution
7/9/2024	Michelle Hobbs, Acme Research	Expenditure Information for 2023	Name, address and cumulative total dollar amount of any payee, other than an employee or student, who was paid a cumulative to amount of \$10,000 or more over the relevant time period.	Accepted-Paid	7/31/2024
7/10/2024	Beth Wasko, Kansas Policy Institute	2023-2024 Payroll Information	Electronic format for School Year 2023-2024: For all persons receiving payments from BCC. Please include: School Year, First Name, Last Name, Position, Total Pay. To include all forms of compensation	Accepted-Paid	7/23/2024
9/10/2024	Davis Hammet	Student Directory	Student records that contains full disclosable "directory information" which includes: First & Last Name, Phone numbers, FT/PT Status, Date of Birth, Email Addresses and Major.	Declined due to requesting student info	9/11/2024
9/11/2024	Don Simpson, Campusreel.org	Student Directory	Student directory that includes enrolled students, including full name, email, and postal address, class year and study/major.	Declined due to requesting student info	9/11/2024

BOARD ACTION ITEMS

TOPIC for ACTION

**Policy Updates: Probation, Suspension and Termination for Cause
Progressive Disciplinary Procedure**

REPORT:

The employee handbook contains policies and procedure relating Probation, Suspension and Termination for Cause and the Progressive Disciplinary Procedures for managers and employees. The policies and procedures have been updated to reflect changes in language to be more concise and relevant in the current employment environment. The recommended changes to these policies are listed below. Policy language to be deleted/removed is shown with a strike through. New language is shown in bold and areas highlighted in gray are revisions based on discussion with the Board at the August Regular Board Meeting.

RECOMMENDED ACTION:

The Administration recommends the Board support the proposed changes to the Probation, Suspension and Termination for Cause and the Progressive Disciplinary Procedures.

RECOMMENDED FUNDING SOURCE:

None

Submitted by: Shelley Stultz, Associate Vice President for Human Resources

Supervisor: Kim Krull, President

Date: October 8, 2024

Probation, Suspension and Termination for Cause

~~If warranted, An employee may be placed on probation, suspended, demoted or terminated for just cause. In addition, he/she may be demoted for just cause.~~ Employment of an employee can be terminated without following the **progressive** disciplinary process **when warranted, such as when** if it is determined that gross misconduct, **willful neglect of duty, or criminal conduct has occurred. Employees may be terminated without cause when the college eliminates a position or program.** Professional Employees should reference the Master Agreement for **additional** policies and procedures related to this topic.

Just cause **discipline, including termination, should be supported by evidence including facts reasonably believed by the college to be true. A just cause basis** may include conduct that ~~contradicts~~ **contravenes** Board policies, and rules and procedures **(included this Handbook)** including, but not limited to the elimination of a position or program, **gross misconduct, threats or acts of violence, falsification of college records including time clock/leave reporting and/or expense reporting, illegal conduct including crimes of dishonesty or moral turpitude while on or off duty, serious breaches of professional conduct or safety rules and policies, gross insubordination,** ~~conviction of a felony after employment, insubordination, failure to maintain required certification or licensure, demonstrated and documented inability to perform the duties and responsibilities associated with a specific position through more than one performance evaluation, violation of contract terms, unlawful manufacture, distribution, dispersion, possession, use of a controlled substance or abuse of alcohol on college property or as part of any college activity,~~ **drug- or alcohol- related misconduct on college property or as part of any college activity,** failure of an employee to notify the Human Resource Office of any criminal drug **or alcohol** statute ~~conviction~~ **charge or conviction** for a violation occurring within the workplace **or the course of job duties** within five days after such conviction, ~~violation of Board Policies and Procedures,~~ or conduct that adversely affects the safety of those within the college or the institutional values as set forth by the Board of Trustees.

An absence of three (3) or more consecutive working days without notice to your supervisor will be considered a voluntary termination of employment.

Probation

An employee may be placed on probation for just cause at the recommendation of the individual's supervisor. In most cases, the annual or interim performance review must document the reason(s) for probationary status. Special circumstances, such as violation of the policies or guiding principles of the college, may necessitate probationary status outside the regular performance review cycle. In all instances of probation, the employee will be notified in writing after the matter has been reviewed with the Associate VP of Human Resources and the President. Every effort will be made to help the employee improve performance, so that probationary status can be removed.

Suspension

An employee may be suspended with or without pay by the President or ~~his/her~~ designee, or the Board of Trustees if, in the judgment of the President or the Board, the suspension is necessary to protect the best interest of the College. Presidential suspensions with pay are not appealable. ~~Appeals of suspension shall be in accordance with the procedures spelled out herein.~~ **Grievances of suspensions shall be in accordance with the grievance procedure in this Employee Handbook.**

The President or his/her designee may suspend an employee for a period up to thirty (30) working days with or without pay. Suspensions exceeding thirty (30) working days may be made by the President on a contingent basis, subject to confirmation by the Board within the first thirty (30) working days of the suspension period. In the event a suspension is followed by a recommendation by the President that the suspended employee be demoted or terminated, the matter of any appeal of the suspension shall become open for discussion.

In the event the Board determines that the employee's contract and/or employment should not be terminated or subject to demotion or suspension, the Board shall include in its decision a determination of such employee's entitlement to compensation.

Termination and Demotion

Whenever a supervisor determines that the employment status of an employee covered by the policy should be terminated or such employee should be demoted, the supervisor must consult with the Associate VP of Human Resources and the President of the college. After consultation, if the decision is made to terminate the employee, the supervisor and the Associate VP of Human Resources shall conduct a face-to-face meeting with the employee to notify him/her of the action to be taken. This meeting shall be followed by written notification, which shall include:

- Date of termination or demotion
- Nature of determination and the effective date
- Reasons for the termination or demotion
- The right of the employee to examine his/her their personnel file and examine all written evidence which has a bearing on such determination (Rev. 7/08)

Non-Renewal of Professional Employees

~~***Professional employees need to reference the Master Agreement***~~ **The Master Agreement addresses the non-renewal and termination of Professional Employees' contracts of employment and may follow the Grievance procedure in the Master Agreement.** (Revised 7/08, 7/11, 9/17; Reviewed 10/22)

Progressive Disciplinary Procedure

Butler expects all employees to comply with normal, accepted standards of behavior and job performance and to model the college's timeless institutional values and Learning College Principles as well as comply with all state and federal laws. Noncompliance with these expectations must be remedied.

The college endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and opportunities to improve. In circumstances that are serious violations of any college policy, state or federal law, the college reserves the right to take immediate and appropriate action including, but not limited to suspension, termination of employment, immediate removal/trespass from the premises as deemed appropriate for investigative purposes, safety, liability or gross misconduct.

When progressive discipline is warranted, the first step is informal in nature and consists of an oral warning. The subsequent steps are more formal and intended to be corrective in nature. The procedure to follow will be:

Informal

1. If an employee is not meeting behavior or job performance standards, the employee's supervisor should take the following action:
 - a. Meet with the employee to discuss the matter.
 - b. Inform the employee of the nature of the problem and suggest action necessary to correct it.
 - c. Prepare a memo for the supervisor and Associate Vice President of Human Resources documenting the discussion at the meeting.

Formal

2. In the event of a second occurrence*, the supervisor should hold another meeting and take the following action:
 - a. Issue a written reprimand to the employee.
 - b. Warn the employee that a third incident will result in more severe disciplinary action.
 - c. Prepare and forward to the Associate VP of Human Resources a written report describing the first and second incidents and summarizing the action taken during the meeting.
3. If there are additional occurrences, the supervisor should take the following action only after reviewing the incidents with the Associate VP of Human Resources and the President:
 - a. Issue a written reprimand or warning.
 - b. Suspend the employee without pay for up to five working days or suspend the employee indefinitely and recommend termination.
 - c. Prepare and forward to the Associate VP of Human Resources another written report describing the occurrences, indicating the timing of the occurrences, and summarizing the action taken or recommended and its justification.

Employees who believe they have been disciplined too severely or without good cause may use the grievance procedure. Professional Employees should reference the Master Agreement **for additional policies that may be applicable to a situation.**

*In disciplining employees for repeated problems, supervisors ~~must~~ **should** consider the time interval between the incidents. The passage of time without additional incidents should reduce the importance of the previous incidents (see #2).

(Revised 7/11, 7/15, 4/17; Reviewed 10/22)



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., Tuesday, September 10, 2024 – Dankert Board Room**
<https://www.youtube.com/watch?v=qmy5z9k3iu0>

STAFF ATTENDANCE

Connie Belden	Kerry Potter
Christina Byram	Bill Rinkenbaugh
Zach Cannady	Dr. Heather Rinkenbaugh
Kamielle Freeman	Dr. Barry Robinson
Dr. Jenna Gannon	Kelly Snedden
Valerie Haring	Dr. Phil Speary
Glendell Henderson	Shelley Stultz
Kim Jackson	Cory Teubner
Matt Jacobs	Ireland Turner
Dr. Kim Krull	Tristan Vandusen
Dr. Esam Mohammed	Kent Williams
Dr. Jessica Ohman	Tom Borrego

BOARD ATTENDANCE

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

GUESTS

Shawn Lewis
Denny Lewis
Thomas Williams
Pete Ferrell
Alyssa Patty
Makaila Bender

(*z) – denotes attendance via Zoom.

CALL TO ORDER

(YouTube @ 1:15)

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

PLEDGE OF ALLEGIANCE

(YouTube @1:25)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 1:55)

Trustee Rhodes moved to add the TFA for Welding at Rose Hill USD 394 to Board Action Item XI B. Trustee Good seconded the motion. On roll call vote, the motion passed 7-0.

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

COMBINED REVENUE NEUTRAL RATE HEARING (KSA 79-2988) AND PUBLIC BUDGET HEARING (KSA 79-2929)

(YouTube @ 3:276)

Chair Jolly opened the Combined RNR and Public Budget Hearing with written comments published in the Board Book.

Public Comment Period

(YouTube @ 7:14)

President Krull read a letter received in the President's Office from Danica Dickson (El Dorado) requesting the Board not raise taxes. Additionally, public comment was provided by Denny Lewis (Augusta) and Thomas Williams (Benton). Both noted the burden of raising taxes on individuals living on fixed incomes as retirees and asked the Board to not raise taxes. Mr. Williams asked a number of questions during his public comment period. The public comment period does not allow the Board to engage in discussion or answer questions, so it was noted President Krull would follow up in writing with answers to his questions. A letter was sent to Mr. Williams with answers to his questions on 9/13/2024. Pete Ferrell (Beaumont) provided comments supporting the college and the work that is being done as well as noting as a former Trustee, he understood the difficulty of the decisions the Trustees have to make. He encouraged the Board to pass the budget.

Closing Comments

(YouTube @ 23:35)

Closing comments were provided by Chair Jolly.

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.

(YouTube @ 25:00)

Trustee Good moved to approve 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. Trustee Sherrer seconded the motion.

Trustee Sherrer noted he is also on a fixed income but believes in sustaining and supporting the college with approval of the resolution. Trustee Smith noted the proposed increase in the tax request, the county valuation increases, and the cost to the taxpayers overall. Trustee Braungardt noted the decreases in enrollment over the past number of years. Trustee Rhodes noted the individual Trustees have been elected by their constituents and votes don't always have to be unanimous. Trustee Jolly noted the need to look at a multi-year budget and sustainability plan.

On a roll call vote, Trustees, Good, Rhodes, Jolly, Huslig and Sherrer voted aye and Trustees Braungardt and Smith voted nay.

Trustee Good moved and Trustee Rhodes seconded to adjourn the public hearing. The public hearing was adjourned. On a roll call vote the motion passed 7- 0.

APPROVAL OF THE FY2025 LEGAL AND OPERATING BUDGETS

(YouTube @ 40:10)

Trustee Sherrer moved the Board of Trustees 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.

Trustee Good seconded the motion. On a roll call vote, Trustees Good, Rhodes, Jolly, Huslig and Sherrer voted aye and Trustees Braungardt and Smith voted nay.

RECOGNITIONS

(YouTube @ 46:25)

A number of recognitions were presented at the meeting. They included the Butler athletes who had received NJCAA Academic All-American honors for earning a 3.6 or higher GPA. Members of the Butler Jazz Ensemble were present to be recognized for their invitation to perform at the 2025 Kansas Music Educators Association Inservice Workshop in February 2025. Cheyenne Bullard and Veronica Rangel were recognized for saving the life of Loren Gonzalez using the Heimlich Maneuver when she was choking. Teressa Eastman was recognized for her presentations and work with the AHEAD Conference. Connie Belden has been elected as the Vice President and President Elect for the American Accounting Association Two-Year College Section Board. Individuals of the Accounts Receivable and Admissions teams were recognized for their community service work the past year.

STANDING REPORTS

(YouTube @ 1:02:47)

Student Government Association – Kylie Metsker, new SGA president introduced her new officers and reported on the first activities of the fall semester including the Welcome Week activities.

Operational Staff – Zach Cannady reported OpStaff and the success with the Welcome Back tables on both campuses the first days of the fall semester. He also thanked the Board on behalf of the Op Staff for the salary increases and health insurance support.

Professional Employees – Kamielle Freeman reported on the BCCEA annual fall meeting. She reported she accepted the position as the President of the Association with Cory Teubner as the Vice President. They are working on some faculty and student appreciation events. She also reported that Emma Rodriguez received the annual BCCEA Scholarship.

Board Finance Committee – Trustee Good noted there weren't any significant changes to report on this month.

Foundation Board Report – Trustee Rhodes shared that the Foundation Board met for its quarterly meeting. The fair market value of the endowment as of June 30th is about \$16.3 M. Two estate gifts have been recently received. The Foundation Board voted to increase the minimum amount needed to endow a scholarship from \$10,000 to \$15,000. In FY24, the Foundation provided approximately \$5.54 M in scholarship and program support to the college and for FY25, have awarded approximately \$741,000 in scholarship support.

Educational Facilities Authority Report – Trustee Sherrer reported on the completion of the turf and track project.

President's Report – President Krull provided a report on the recent August KACC meeting at KCKCC. It was reported that the Butler-Snow game to be held on September 28th will be a BCTV+ production for ESPN+. Preliminary enrollment information was provided. Dr. Esam Mohammad thanked the Board for his time at Butler.

MONITORING REPORTS

There were no monitoring reports this month.

BOARD STRATEGIC DISCUSSION

- A. Board Self-Evaluation (YouTube @ 1:23:14) –Chair Jolly noted some items from the evaluation and would like to begin to bring some of those items to Board Work Sessions for discussion. She also noted she would like to review the list of Board commitments provided to HLC in the Interim Monitoring Report.

- B. Presidential Search Update (YouTube @ 1:24:13) – Chair Jolly noted last week the screening committee met. There were originally 45 applicants and the screening committee reviewed thirteen applicants and identified 6 semifinalists for zoom interviews. The interviews will be held September 18th and 19th and discussing afterwards who the finalists would be to come to campus for face-to-face interviews. Interview dates will be set. She noted the Board still anticipates having a new president at Butler at the beginning of 2025.

- C. Faculty Evaluation Process (YouTube @ 1:27:59) – Dr. Phil Speary reviewed a handout provided to the Board on the faculty evaluation process and student evaluations of faculty. He noted the component parts of the faculty evaluation. He also shared statistics on the number of student evaluations that have been completed the past number of semesters.

BOARD ACTION ITEMS

- A. Canusia License Agreement (YouTube @ 1:35:42) – Dr. Heather Rinkenbaugh explained the benefits of the Canusia software to be used with our high school partners. Trustee Smith moved to approve the agreement. Trustee Good seconded the motion. The motion passed on a 7-0 vote.

- B. Welding Memorandum of Understanding with Rose Hill High School (YouTube @ 1:38:10) – Dr. Heather Rinkenbaugh explained the welding agreement and potential for student enrollment. Trustee Sherrer moved and Trustee Smith seconded the motion to approve the MOU with Rose Hill for welding. The motion passed on a 7-0 vote.

CONSENT AGENDA)

(YouTube @ 1:44:45)

Trustee Rhodes moved to approve the consent agenda as presented. Trustee Good seconded the motion. The motion passed 7-0. Consent agenda items included:

- Regular Meeting Minutes of August 13, 2024
- Special Meeting Minutes of July 22, 2024
- Bills and Warrants
- MOU with USD 253 Emporia Public Schools
- Adobe Creative Campus
- Three Full-time Nursing Instructors, One Full-time EMS Instructor

SUPPLEMENTAL INFORMATION

(YouTube @ 1:45:44)

Key Performance Indicators Update – There were no updates this month but the KPIs were noted. .

Statement of Revenue & Expenditures – the corrected copy of the Statement of Revenues and Expenditures was handed out.

Thank You Notes – Dr. Krull noted a number of thank yous from the scholarship winners at the Butler County Fair.

Board Calendars – Dr. Krull noted updates in the Board Calendar.

EXECUTIVE SESSION:

(YouTube @ 1:46:42)

Trustee Sherrer moved 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. Trustee Good seconded the motion. The motion passed on a 7-0 vote.

ENTER EXEC SESSION @ 6:24pm

RETURN TO OPEN SESSION @ 7:15pm

ADJOURNMENT

(YouTube @ 2:50:11)

Trustee Good moved to adjourn the meeting. Trustee Smith 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 7:20 pm.

Mary Martha Good – Secretary/Treasurer

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING
5:30 p.m., Monday, September 23, 2024 – Dankert Board Room**

STAFF ATTENDANCE

Dr. Kim Krull
Shelley Stultz

BOARD ATTENDANCE

Mary Martha Good
Dr. Aaron Huslig
Linda Jolly
Dave Sherrer
Shelby Smith

CALL TO ORDER

Chair Jolly called the regular monthly meeting of the Board of Trustees to order at 5:30pm. Trustees Braungardt and Rhodes were absetn

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

Trustee Good moved to approve the agenda. Trustee Sherrer seconded. On roll call vote, the motion passed 5-0.

EXECUTIVE SESSION:

Trustee Huslig moved 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 Dr. Kim Krull be included. The meeting will resume in the Dankert Trustee Board Room within 60 minutes. Trustee Good seconded the motion. The motion passed on a 5-0 vote.

ENTER EXEC SESSION @ 5:36pm

RETURN TO OPEN SESSION @ 6:28pm

ADJOURNMENT

Trustee Good moved to adjourn the meeting. Trustee Smith seconded. On roll call vote, the motion to adjourn the meeting passed 5-0. The special meeting of the Butler Community College Board of Trustees was adjourned at 6:29 pm.

Mary Martha Good – Secretary/Treasurer

BILLS AND WARRANTS

TOPIC for ACTION
September 2024 Bills & Warrants

REPORT

The Bills and Warrants document is completed within the first few days of each month but with the Board meeting early in the month and the Board Book needing to be submitted to the Secretarial Center for printing and mailing early on October 1st, the Bills and Warrants for September 2024 will be sent under separate cover prior to the Board meeting.

RESOLUTIONS

None

BIDS AND PURCHASES

TOPIC for ACTION Culinary Arts Linens

REPORT:

The Culinary Arts/Pastry Arts and Hospitality Management Program utilize necessary linen-related items including side towels, students' commercial kitchen aprons, floor mats as well as terry clothes for cleaning and sanitizing. Three competitive bids were solicited from recognized vendors to supply RICA's linen-related needs for normal teaching operations. Bids were received from the following vendors:

1. Superior Linen: \$217.08/week or \$868.32/month (No price increase for 3 years)
2. UniFirst: \$287.27/week or \$1149.08/month (No price increase for 3 years)
3. Vestis (formerly Aramark): \$175.95/week or \$703.80/month (Likely price increase after Year 1; unspecified price adjustment/escalator going into Years 2 AND 3)

The program requires a vendor who will best serve the student and program needs ensuring consistent quality, responsive customer service and, over the long term, cost savings. While Vestis' bid was the lowest, they would not guarantee or provide the amount of cost increase to be implemented after year 1. Both Superior Linen and UniFirst provided bids with not cost increase for 3 years.

RECOMMENDED ACTION:

Recommend the Board approve the bid from Superior Linen with a guaranteed price for 3 years of \$217.08/week or \$868.32/month.

RECOMMENDED FUNDING SOURCE:

Culinary Arts/Pastry Arts/Hospitality Management Budget.

Submitted by: Dr. Peter Linden
Supervisor: Dr. Barry Robinson
Date: September 13, 2024



**ADDENDUM:
RENTAL SERVICE
AGREEMENT PRICING**

Pursuant to a Rental Service Agreement dated: 08/28/2024

Rental Service Agreement Pricing Structure for: Redler Institute of Culinary Arts

Item Code	Item Description	Special Item	Frequency of Service	Unit Rental Price	Loss I.M. %	Replacement Rate
27631	White Bib Apron		W E-2W E-4W UD	0.26		4.25
51531	Bar Rib Towels		W E-2W E-4W UD	0.13		1.00
64996	Laundry Bags		W E-2W E-4W UD	0.25		7.25
64999	Bag Rack		W E-2W E-4W UD	0.25		20.25
79511	Wet Mop Large		W E-2W E-4W UD	2.25		11.00
79599	Wet Mop Handle		W E-2W E-4W UD	0.25		9.00
71379	3x5 Wet Comfort Flow Surface Mat - We Exchange weekly		W E-2W E-4W UD	3.00		100.00

Additional Items Listed on Reverse Side

MISC. TERMS & EXPLANATIONS:

Item Code: Supplier's internal item number.

Rental Merchandise Item: Description of rental product item.

Special Items: Items which have been purchased specifically for/ or personalized for the customer's exclusive use. Items are subject to PP 14 of service agreement.

Initial Frequency of Service by Product Item: Unit rental is based on frequency of service scheduled: Weekly, Every Other Week, every 4th Week, or Direct sale (Upon Demand) as ordered & delivered. All service agreement terms and conditions for products added to or deleted from service program will apply.

Unit Rental Price: The individual price charged per item at installation of service agreement term.

Rental Garment Fees/Prep Fees: Customer agrees that preparation fees of \$ 2.50 /each item will be assessed for the sizing, labeling and make ready expenses incurred for apparel items when ordered. Customer also agrees to a restocking fee of \$5.00 per garment will be assessed for discontinued garments within 180 days of original installation date (by wearer) of rental agreement. Fee does not apply to routine garment maintenance. Personalization charges such as company and name emblems will be quoted separately.

Merchandise Replacement Program Option Selected:

Inventory Maintenance (IM - Loss)

Textile Maintenance (TMC - Damage Protection)

Total Replacement (TRC - Loss & Damage Combined)

_____ Listed Above by Item

_____ % of Invoice Sub-total

15 % of Invoice Sub-total

Minimum Delivery Invoice for Service: \$ 30.00

Minimum ESC per Delivery Invoice: \$ 9.95

AGREED BY:

ACCEPTED FOR CUSTOMER, WHOM I HAVE EXPRESS
AUTHORITY TO BIND

SUPERIOR LINEN SERVICE REPRESENTATIVE DATE

CUSTOMER SIGNATURE DATE

DIVISION GENERAL MANAGER DATE

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

TITLE OF PERSON AUTHORIZED TO SIGN

Service Agreement Contract #: _____ Expiration Date: _____ A/R Acct. #: _____

RATIFICATION OF AGREEMENTS & CONTRACTS

TOPIC for ACTION Andover Neighborhood Revitalization Project

REPORT:

On September 24, 2024, the City of Andover adopted an Ordinance to renew the current Neighborhood Revitalization Program. The current NRP expires December 31, 2024. The NRP provides opportunities to incentivize both non-residential and residential redevelopment in areas throughout the City and incentivize both non-residential and residential new development along identified corridors and I-35. The Andover NRP goals include the encouragement of new commercial properties, encourage revitalization of commercial properties, lessen tax barriers for new construction and incentivize infill for the most efficient use of infrastructure. The plan details from the 2022-2024 NRP have not changed. In order to be eligible, real property must have a minimum increase of at least \$25,000 based on building permit value for residential property and at least \$50,000 based on building permit value for commercial/industrial. There is a maximum rebate of 5 years. Rebates granted under the plan, similar to the NRP currently in place, will be 45% of the property tax corresponding to the increase in appraised value resulting from new residential construction and 95% of the property tax corresponding to the increase in appraised value resulting from rehabilitation/remodel/addition of a residential or non-residential structure. The current NRP maintains a rebate of 95% of the property tax corresponding to the increase in appraised value resulting from new non-residential construction. The ordinance will expire December 31, 2027.

Included are maps from the 2022-2024 Neighborhood Revitalization District and the 2025-2027 Neighborhood Revitalization District. Review of the two maps show tracts of land that are no longer included in the 2025-2027 plan. Areas highlighted in "red" on the 2025-2027 map show the new tracts that were not on the 2022-2024 plan. The remaining green areas on the 2025-2027 plan were included in the 2022-2024 plan.

State Statute authorizes municipalities to adopt such plans. An Interlocal agreement must be approved by the City, Butler County, USD 385 and Butler Community College in order for projects to have those entities' mill levies included in the rebate. This Interlocal agreement also requires approval of the Attorney General. The City of Andover is asking for Butler's participation requesting the Board approve entering into this Interlocal Agreement with the City, Butler County Board of Commissioners, and USD #385. Participants in this agreement will be eligible for a tax rebate from all four taxing entities in Butler County.

RECOMMENDED ACTION:

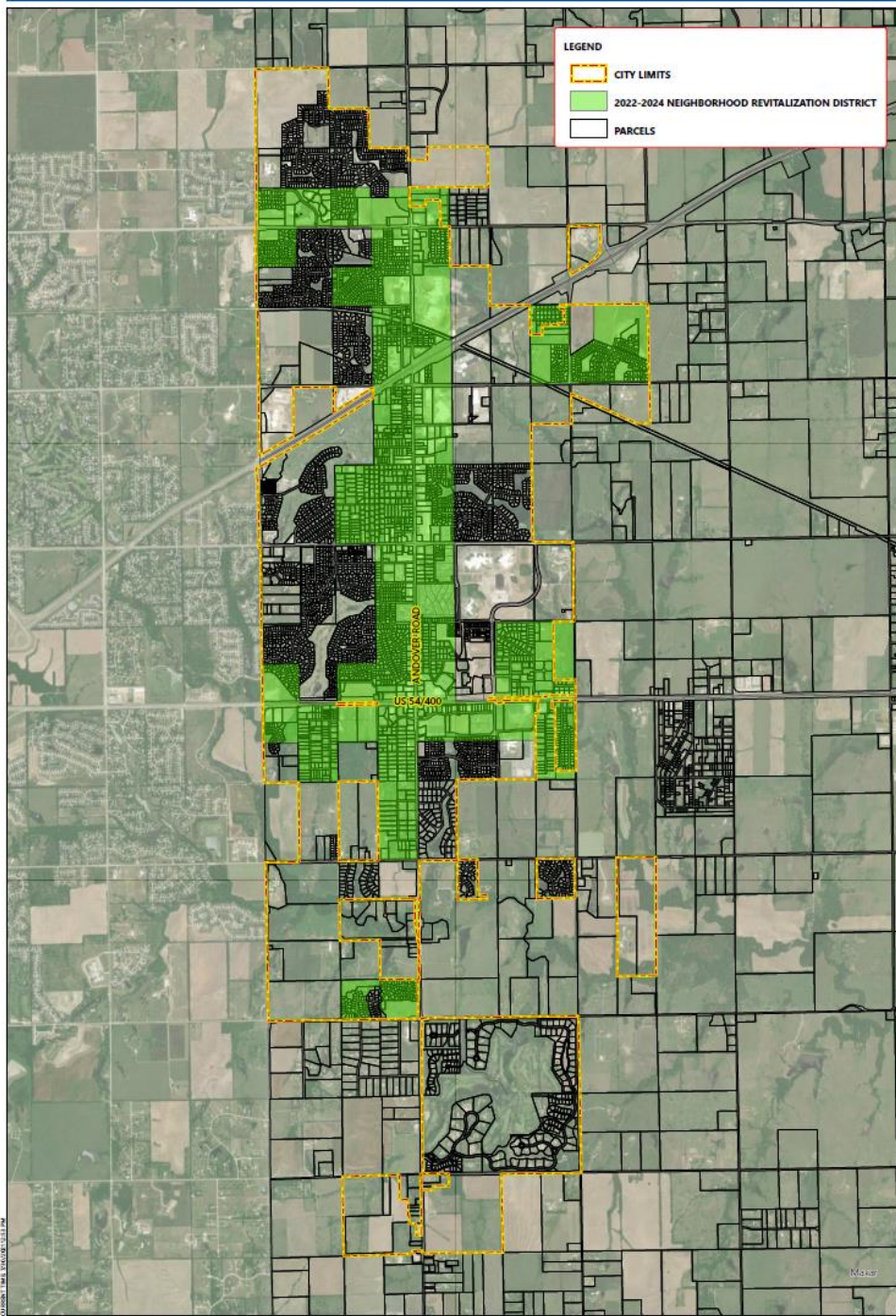
Recommend approval of request from the City of Andover to enter into an Interlocal Agreement with the City, Butler County Board of Commissioners, and USD 385.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Kim Krull
Supervisor: Linda Jolly, Board Chair
Date: October 8, 2024

2022-2024 Neighborhood Revitalization District

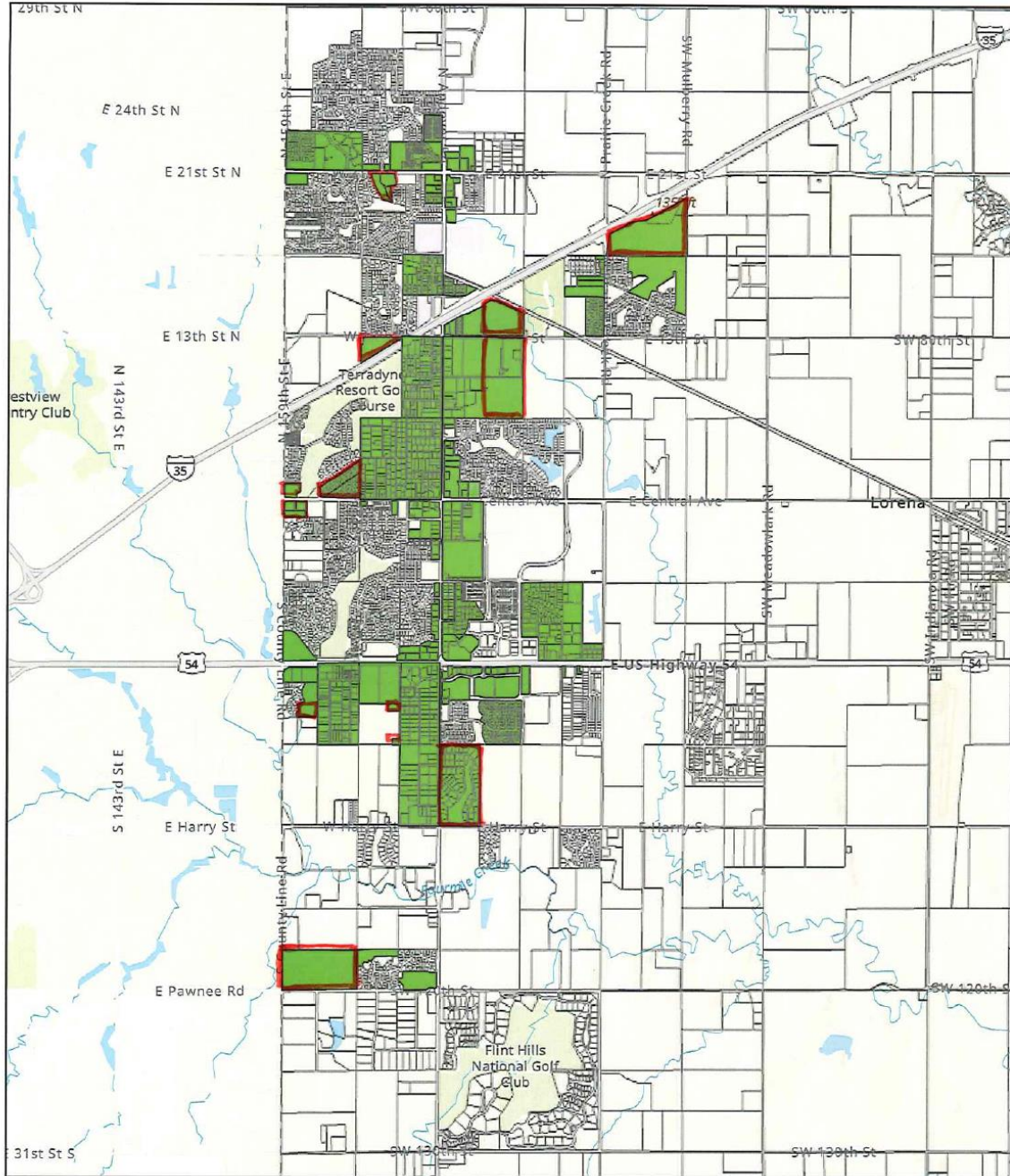


2022-2024 NEIGHBORHOOD REVITALIZATION DISTRICT

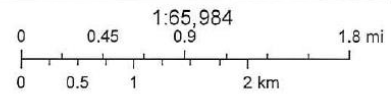
IT IS UNDERSTOOD THAT WHILE THE CITY OF ANDOVER GIS MAPPING DEPARTMENT HAS NO INTENTION AND/OR REASON TO SELECT THE THESE ARE INACCURATE IN INFORMATION INCORPORATED IN THE MAP. THE CITY OF ANDOVER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION OR DATA DISPLAYED.

Areas highlighted in "red" are new proposed areas not included in the 2022-2024 NRP.

Proposed NRP 2025-2027 Map



9/6/2024



Etri, NASA, NGA, USGS, FEMA, Etri, TomTom, Garmin, SafeGraph, DataCamp, Esri, METALINK, HERE, EDI, MDC, LIONA, HERE

**NEIGHBORHOOD REVITALIZATION PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the “Agreement”) entered into this ____ day of _____, 2024, with its entry into force being upon approval by the Kansas Attorney General pursuant to K.S.A. 12-2904(g) and subsequent filing with the Butler County Register of Deeds and Secretary of State pursuant to K.S.A. 12-2905, by and between the City of Andover, Kansas, a municipal corporation (hereinafter referred to as “City”), the Board of County Commissioners of Butler County, Kansas, a political subdivision of the State of Kansas (hereinafter referred to as “Butler County”), Unified School District No. 385, Butler County, Kansas (hereinafter referred to as “U.S.D. 385”), and Butler Community College (hereinafter referred to as “BCC”).

WHEREAS, pursuant to K.S.A. 12-2901 *et seq.*, as amended (herein the “Interlocal Cooperation Act”), public agencies are authorized to enter into interlocal agreements to jointly perform certain functions including economic development and all parties hereto are public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17,114 *et seq.* (the “NRP Act”) authorizes municipalities to establish a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in the Act by entering into an interlocal cooperation agreement for the establishment of a neighborhood revitalization plan; and

WHEREAS, pursuant to the Interlocal Cooperation Act, this Agreement shall be submitted, pursuant to K.S.A. 12-2904, to the Attorney General of the State of Kansas for determination whether the Agreement is in proper form and compatible with the laws of the State of Kansas.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOW:

Section 1. The parties each have adopted or agree to adopt a neighborhood revitalization plan pursuant to K.S.A. 12-17,117 (collectively, the “Plan”) in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein. Each of the parties hereby agree that their portion of any real estate taxes levied and/or collected with respect to real property eligible under the Plan may be rebated pursuant to the NRP Act and the Plan.

Section 2. The County shall administer the Plan, as adopted by each party on behalf of the signatory parties, with such responsibilities as set forth therein. Five percent (5%) of the increment, as defined in K.S.A. 12-17,115(e), shall be collected by the County and utilized to pay for administrative costs in implementing, as described in the Plan. No party hereto will acquire, hold or dispose of real or personal property in connection with the Plan.

Section 3. This Agreement and the Plan shall expire December 31, 2027. The parties agree to undertake review of the Plan commencing on August 1, 2027 to determine the advisability of continuation of the Plan and this Agreement. Any party may terminate their participation in this Agreement by providing ninety (90) days' notice in writing to the other parties. Any application for tax rebate submitted prior to the effective date of any expiration or termination, whether of the entire Agreement or Plan or a party's participation therein, shall, if approved, be considered eligible for the duration of the rebate period. In no event shall the termination or expiration of this Agreement or the Plan affect or terminate any rebates approved pursuant to the Plan prior to such termination or expiration. No party hereto shall be required to dispose of any property as a result of termination or expiration of this Agreement.

Section 4. If any provision of this Agreement shall be held to be inoperative or unenforceable as applied in any particular case or to any particular participating public agency, or in all cases because it conflicts with any other provision or any other constitution or statute, or for any other such reason, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision invalid or inoperative or unenforceable to any extent. The effect and meaning of this Agreement, the plan and the rights of all public agencies shall be governed by and construed according to the laws of the State of Kansas.

Section 5. This Agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

Section 6. Upon execution of this Agreement by all parties, the City Clerk shall cause this Agreement to be submitted to the Attorney General for approval in accordance with the Interlocal Cooperation Act. Thereafter, the City Clerk shall cause this Agreement to be recorded with the Register of Deeds of Butler County, Kansas, and filed with the Secretary of State, all in accordance with the Interlocal Cooperation Act.

*[Remainder of Page Intentionally Left Blank]
[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective appropriate representatives.

CITY OF ANDOVER, KANSAS

[seal]

By _____
Ronnie Price, Mayor

ATTEST:

By _____
Dana Engstrom, City Clerk

Date: _____

UNIFIED SCHOOL DISTRICT NO. 385
Butler County, Kansas

[seal]

By _____
Jennifer Seymour, Board President

ATTEST:

By _____
Jamie Bohannon, Board Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
BUTLER COUNTY, KANSAS

[seal]

By _____
Dan Woydziak, Chairman

ATTEST:

By _____
Tatum Stafford, County Clerk

Date: _____

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

[seal]

By _____
Linda Jolly, Board of Trustees Chair

ATTEST:

By _____
Mary Martha Good, Board of Trustees Secretary

Date: _____

Neighborhood Revitalization Program
Interlocal Cooperation Agreement

The foregoing Agreement is hereby approved this _____ day of _____, 20____
in accordance with the provisions of K.S.A. 12-2901 *et seq.*, as amended.

Attorney General for the State of Kansas

TOPIC for ACTION
Memorandum of Agreement
USD373 Newton High School

REPORT:

In accordance with KBOR procedures for concurrent enrollment, Butler Community College has received a request from Newton Public Schools USD 373 to offer two culinary courses as concurrent enrollment partnership (CEP) for the 2024-2025 academic year. These culinary classes will allow students to earn college credit toward the Culinary degree while in high school and establish a partnership for recruitment after high school.

CEP agreements are made between Butler and high schools to offer classes in the school during the school day. The courses are taught by high school faculty approved by Butler Academic Deans and must follow the Butler course outcomes and competencies.

RECOMMENDED ACTION:

Board of Trustees approval of CEP agreement appendices with Newton High School for the 2024-2025 academic year.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Loni M.M. Jensen
Supervisor: Christy Streeter
Date: September 20, 2024



MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP)
(Revised August 2022, August 2024)

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

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 CEP 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.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- 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.
- Course offerings will be determined by requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix A).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix B1).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix C).

Student Eligibility & Responsibilities:

- High school sophomores, juniors, and seniors (10th, 11th, & 12th grades) may apply for enrollment in a CEP 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 CEP 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 CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment.
- Students enrolled in CEP 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

- All required Butler course assessment activities must be administered, and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to ensure quality course delivery and compliance with the 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).

NEWTON PUBLIC SCHOOLS USD #373
Newton, Kansas

BUTLER COMMUNITY COLLEGE
El Dorado, Kansas

By _____
USD #373 - Superintendent

By _____
College President

Date _____

Date _____



2024-2025

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between
Newton High School and
Butler Community College
Originally dated April, 2006
(Revised August 2023, August 2024)

CEP classes to be offered at
Newton High School:

Professional Culinary Skills
Sanitation Management

Non-CEP classes to be offered at
Newton High School:

Designated CEP program administrators and liaisons:

Newton High School
Diane Moser
Career and Technical Education Director
Work Phone: 316.284.6280 X2907
E-mail: diane.moser@usd373.org
Address:
900 W 12th St
Newton, KS 67114

Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone: 316-322-3254
E-mail: ljensen3@butlercc.edu
Address:
901 S. Haverhill Road
El Dorado, KS 67042

Acknowledgement:

Newton High School
Diane Moser, Director
Career and Technical Education

Butler Community College
Loni M.M. Jensen, Director
High School Academic Partnerships

Date

Date

Blake Smith, Principal

Dr. Barry Robinson, Vice President of Academics

Date

Date



2024-2025

ADDENDUM TO MEMORANDUM OF AGREEMENT
Concurrent Enrollment Partnership (CEP) between
Newton High School
and
Butler Community College
Originally dated April 2006
(Revised August 2016, August 2020, August 2024)

CEP Instructor Agreement
Fall 2024 and Spring 2024

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #373, Newton, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

In consideration of the covenants and Agreements herein set forth, the parties agree as follows:

1. The college agrees to provide the course outline and instructor desk copies or access codes for HM101 Sanitation Management and CA120 Professional Culinary Skills, screen potential students according to college-approved means as necessary (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simple Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student on the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

- 7. Regular instructor and student evaluations will be conducted according to college policy. The college reserves the right to dismiss the instructor or not renew said agreement with the district if evaluation of instructor is not satisfactory to college standards.
- 8. The district and the college will keep each other apprised of changes in the CEP student's status.
- 9. The college will pay the district per credit hour taught per the above provisions. The district shall be responsible for the payment procedure and other benefits of the instructor.

Payment to the district will be made at the end of the course, once final grades have been submitted. In addition, the instructor must have filed the required syllabus, have attended the mandatory new faculty orientation and division faculty meeting, and have a signed CEP Instructor Agreement on file.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Newton High School

Butler Community College

Kim Powell, CEP Instructor

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

Date

Date

Diane Moser, Director
Career and Technical Education
Newton High School

Dr. Barry Robinson,
Vice President of Academics

Date

Date

TOPIC for ACTION
Butler of Marion Lease Agreement

REPORT:

Butler has proudly served Marion since 1975. As part of the partnership with USD 408, Butler leases space to serve high school students and anyone in the community that is taking Butler classes. The lease of the Hill Building includes internet, custodial services, two classrooms, office space, parking, electricity/heating, and maintenance. The lease renewal includes a \$500 increase, bringing the lease to \$7500 annually.

RECOMMENDED ACTION:

Ratification of the lease agreement with USD 408 in the amount of \$7500 annually for 5 years.

RECOMMENDED FUNDING SOURCE:

Butler of Marion budget

Submitted by: Amy Kjellin
Supervisor: Dr. Heather Rinkenbaugh
Date: September 18, 2024

USD 408 and Butler Community College Facility Agreement

This agreement is entered into by and between Marion-Florence, USD 408 (USD 408), a Kansas Unified School District with primary offices in Marion, Kansas and Butler Community College (BCC), a public post-secondary educational institution located in El Dorado, Kansas.

1. Use: BCC will be able to use the available space at the Hill Building during the day and evenings to provide dual-credit classes, post-secondary classes, and adult education classes for high school students and adults. The Hill Building space specific to this agreement will include the ground level northeast classroom, the adjoining meeting room/office space, and, if needed, the small classroom on the northwest portion of the second floor. BCC is welcome to use any available parking spaces on the USD 408 campus.
2. Rental Fees: BCC will pay USD 408 an annual fee of \$7,500. This rental fee will allow access to the agreed upon areas of the Hill Building, internet access, parking space, custodial services, snow removal, and all utility fees. A single payment of \$7,500 can be made in August, or the rental fee can be paid in two installments of \$3,750 due in August and \$3,750 due in January. The decision of payment schedule will be determined by BCC. The lease payment may be adjusted annually if there has been a significant change in internet costs, utility rates, or insurance rates. The fee will not increase any more than 15% (\$1125) during the five-year agreement period unless agreed upon by both parties.
3. Insurance: USD 408 will maintain facility and liability insurance. USD 408 will also maintain coverage under the liability section for "property of others." BCC is required to provide a "Certificate of Liability Insurance" and name USD 408 as an "Additional Insured" under their insurance policy while they are occupying space in USD 408 facilities. It is also recommended that BCC show the new location under their own policy and maintain insurance for all BCC equipment and materials that is in USD 408 facilities.
4. Miscellaneous Matters: Representatives from BCC and the USD 408 Superintendent will work together in good faith to address any necessary rules, maintenance expectations, or other details not specifically covered by this Agreement. The USD 408 Superintendent will keep the USD 408 Board of Education apprised of the effectiveness of this agreement throughout the year
5. Commencement and Term: This Agreement will be effective beginning August 1, 2024 and will continue for a period of five (5) years. By May 31" of each year, the agreement will be reviewed by both USD 408 and BCC Administrators with the possibility of adjustments and revisions as needed and mutually agreed upon. If either party can show evidence that this agreement is not being upheld by one or both parties, or if financial or enrollment circumstances change, either party can

terminate the agreement prior to June 30th of any year. During the fourth year (2027-2028), the agreement will be reviewed and considered for a five year extension. The lease amount for the five year extension will be established prior to June 1, 2027.

BCC Chair

USD 408 BOE President

BCC President

USD 408 Superintendent

TOPIC for ACTION
Clinical Affiliation Agreement – Morris County Hospital

REPORT

Butler Community College and Morris County Hospital, do hereby enter into an agreement for a period of three (3) years, from September 24, 2024 and ending on August 31, 2027, to furnish a precepted clinical lab experience for students in nursing

RECOMMENDED ACTION:

Board approval to collaborate with Morris County Hospital to provide precepted clinical practicum experiences for students.
Please sign memorandum.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Janet M Schueller, Associate Dean of HEP

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

Date: September 19, 2024

AGREEMENT

Between

BUTLER COMMUNITY COLLEGE

And

**Morris County Hospital
600 N. Washington
Council Grove, KS 66846**

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

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

1. The Facility and the College will cooperate in the continuing evaluation of the clinical affiliation agreement.
2. Members of both the Facility nursing staff and the nursing faculty of the College will cooperate in curriculum activities related to the precepted clinical experience and the concurrent and terminal evaluation of these experiences. The college will be solely responsible for determining and maintaining curriculum standards.
3. The Facility is responsible for overall supervision and delivery of patient care.
4. The Facility will provide access to such information as needed. A statement of confidentiality shall be signed by students, faculty and other agents of this College who have access to this material when such a statement is deemed appropriate.
5. Students and faculty of the College will abide by existing rules, policies, procedures, and regulations of the Facility insofar as they may pertain to their activities while in the Facility. The College will assume the responsibility for maintaining and addressing student conduct and will consider any breach in confidentiality to be an infraction of the rules and regulations of the Facility calling for appropriate discipline.
6. The College will provide the necessary nursing faculty who are competent educators, and the Facility will provide Registered Nurses approved to work in the State of Kansas.
7. The College is responsible for ensuring that students assigned to the clinical facility meet the Facility's health standards. The College shall certify that students and faculty assigned to the clinical experience meet health standards.
8. The Facility will maintain standards required for approval as a clinical area for nursing students according to the State of Kansas.
9. The Facility will make available to the students of the College the necessary equipment and supplies for giving direct care to patients.

10. The Facility will provide adequate staffing in the clinical areas so that no student will be expected to give service to patients in the Facility apart from that rendered for its educational value as a part of the planned nursing curriculum as a student learner.
11. The College will provide the Facility with an appropriate certificate of insurance reflecting that each Butler Community College nursing student and each faculty member, while performing any of the duties or services contemplated under this agreement, has professional liability insurance in a minimum amount of one million dollars (\$1,000,000) for each claim that may be asserted and three million dollars (\$3,000,000) annual aggregate.
12. The Facility agrees to provide liability coverage for the operation of its facility and to save and hold harmless the College for and against any and all liability for damages to any person and/or property of any and all persons resulting from the operations of the Facility, exclusive of the services performed by the College, its faculty, and students hereunder.
13. The Facility will retain the right to restrict a student, faculty member, or other agent of the College from participating in the clinical experience or from the Facility grounds for good cause shown. The basis for such a restriction shall be presented in writing to the individual responsible for the clinical experience from the College.

BUTLER COMMUNITY COLLEGE

 DR. KIMBERLY KRULL
 President

 Date

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

 Date

CLINICAL AFFILIATE

 Kevin Kepley, MBA, BSN, RN
 Chief Nursing Officer
 Morris County Hospital

 Date

TOPIC for ACTION
Clinical Affiliation Agreement – Shawnee Mission Medical Center and AdventHealth

REPORT

Butler Community College and Shawnee Mission Medical Center, Inc. d/b/a AdventHealth Shawnee Mission, AdventHealth Ransom Memorial, Inc., d/b/a AdventHealth Ottawa, and AdventHealth South Overland Park, Inc. (AdventHealth), do hereby enter into an agreement for a period of three (3) years, from September 24, 2024 and ending on May 31, 2027, to furnish a precepted clinical lab experience for students in nursing

RECOMMENDED ACTION:

Board approval of clinical agreement with Shawnee Mission Medical Center and AdventHealth to provide precepted clinical practicum experiences for students.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Janet M Schueller, Associate Dean of Health, Education and Public Services
Supervisor: Dr. Julio Guerrero, Dean of Health, Education and Public Services
Date: September 19, 2024

MASTER AFFILIATION AGREEMENT

BETWEEN

BUTLER COMMUNITY COLLEGE

AND

**Shawnee Mission Medical Center, Inc., AdventHealth Ransom Memorial, Inc., and
AdventHealth South Overland Park, Inc.**

THIS AFFILIATION AGREEMENT (the “Agreement”), entered into and effective _____ (the “Effective Date”), is between Butler Community College, an institution of higher learning (hereinafter the “Academic Institution”); and Shawnee Mission Medical Center, Inc. d/b/a AdventHealth Shawnee Mission, AdventHealth Ransom Memorial, Inc., d/b/a AdventHealth Ottawa, and AdventHealth South Overland Park, Inc. (hereinafter referred to as “Hospital(s)”), all Kansas Nonprofit Corporations located in the State of Kansas. Academic Institution and Hospital are collectively referred to as the “Parties” and individually referred to as the “Party”.

WHEREAS, Academic Institution desires that individuals (hereinafter referred to as “Students”) enrolled in its undergraduate and graduate program(s) as specified in *Exhibit A* obtain clinical training and experience at Hospital

WHEREAS, Hospital is organized and conducted as a nonprofit institution primarily for the purpose of providing facilities for the diagnosis, prognosis and treatment of clinical diseases;

WHEREAS, Hospital is willing to offer the necessary Hospital facilities and staff for approved clinical training and experience (hereinafter referred to as “Rotation”) in recognition of the need to train Students; and

WHEREAS, it is to the benefit of both the Academic Institution and Hospital to cooperate in the educational preparation of Students so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, Academic Institution and Hospital agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines pursuant to which Hospital shall provide facilities and clinical supervision for Rotations for Students who are in good standing with the Academic Institution and who are accepted for training by Hospital.
2. **TERM AND TERMINATION.** The term of this Agreement shall commence on the Effective Date and shall be in effect for five (5) years. This Agreement shall

automatically renew for additional consecutive five (5) years terms unless otherwise terminated by either Party. This Agreement may be terminated by either Party upon thirty (30) days prior written notice of a material breach by the other Party, provided such breach is not cured within such thirty (30) day period. This Agreement may be terminated by either Party without cause upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, however, a Student currently participating in a Rotation at the time of termination without cause shall be given the opportunity to finish the Rotation at Hospital, provided that this is not intended to alter Hospital's rights under Section 3.13 hereof.

3. **RESPONSIBILITIES OF HOSPITAL.** In accordance with the terms and conditions of this Agreement, Hospital agrees to provide premises, facilities, staff and services involving clinical training experiences for Students in connection with an approved Rotations and with an approved preceptor identified in *Exhibit A*, and Hospital shall:

- 3.1 Be solely responsible for any and all appointments to its Medical Staff and faculty.
- 3.2 Cooperate with the Academic Institution in a mutually agreeable manner in enforcing Academic Institution policies and procedures related to Student performance and Student conduct, provided that such policies and procedures do not conflict with Hospital's policies and procedures. In the event of a conflict, Hospital's policies and procedures will control.
- 3.3 Endeavor to comply with all applicable requirements of any accreditation authority over Academic Institution and certify such compliance upon request by Academic Institution.
- 3.4 Permit the authority responsible for accreditation of Academic Institution's curriculum to evaluate for consistency with institutional purpose, vision, values and mission the facilities, services and all other items provided by Hospital upon reasonable advance notice.
- 3.5 Accept Students for Rotations, the number of which shall be determined at the sole discretion of Hospital, based upon Hospital's space, patient population with respect to a Rotation, appropriateness and availability of approved preceptors, and upon any other considerations as solely and absolutely determined by Hospital. Hospital will have the right, but not the obligation, to interview any potential Students prior to Hospital accepting said Student for Rotation.
- 3.6 Designate a person(s) to serve for Hospital as liaison(s) (hereinafter the "Hospital Liaison"), and provide Academic Institution, in *Exhibit B*, the name of all persons proposed as Hospital Liaison who will:
 - 3.6.1 Assist the Academic Institution's coordinating faculty members (hereinafter the "Faculty") with the planning of educational experiences

and patient care assignments; and

- 3.6.2 Meet with the Academic Institution's Faculty as needed to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
- 3.7 Endeavor to include appropriate members of the Academic Institution's faculty and the Facility Liaison in Hospital meetings or communications when policies to be discussed will affect or are related to the Rotation and/or Students at Hospital's discretion.
- 3.8 Provide Students and Faculty with an orientation of Hospital or orientation packets about Hospital, which will include training about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), especially as it relates to Hospital's confidentiality requirements, and instruction on OSHA regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.
- 3.9 Provide supervised educational experiences for Students that fulfill the curriculum requirements of the Academic Institution and meet the objectives agreed upon by the Academic Institution and Hospital, and allow Faculty access to the Hospital designated facilities for the purposes of coordinating, observing and instruction of Students engaged in educational experiences;
- 3.10 Plan, administer and retain total responsibility for all aspects of patient care and assure qualified supervision of all patient activities.
- 3.11 Provide Faculty and Students with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at Hospital. Emergency treatment of Faculty or Students for any injuries incurred during educational activities must be covered and paid for through the Faculty or Student's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for Faculty or Students will not be the responsibility of Hospital.
- 3.12 Not guarantee it will place or maintain placement of any Student at Hospital.
- 3.13 In its sole and absolute discretion at any time, summarily relieve a Student or Faculty from a specific assignment, or request that a Student or Faculty leave a patient care area or withdraw any Student or Faculty from Hospital's facilities whose conduct or work with patients, personnel, or medical staff is not in accordance with the policies and procedures of Hospital or is detrimental to patients or others. Hospital shall use reasonable efforts to notify Academic Institution of any Student or Faculty whose work or conduct with clients, patients or personnel is not, in the opinion of Hospital in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or

the operations of Hospital. Academic Institution agrees to immediately communicate and implement as appropriate Hospital's determination to withdraw such Student or Faculty from Hospital's facilities.

- 3.14 The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA") and by Kansas state law, and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than Academic Institution. Academic Institution agrees to provide guidance to Hospital with respect to complying with the provisions of FERPA and similar state law. Hospital agrees to treat all Student education records that are specifically identified as such by the Parties confidentially and not to disclose such Student education records except to Academic Institution and Hospital officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that the fact that a Student is mentioned in a record or report generated and/or maintained by Hospital in the normal course and scope of its operations, and not created or maintained by Academic Institution, may not necessarily cause such record or report to be considered a "student education record" for purposes of this paragraph.

4. **RESPONSIBILITIES OF ACADEMIC INSTITUTION.** The Academic Institution shall:

- 4.1 Be solely responsible for any and all appointments to its faculty.
- 4.2 Provide course outlines to Hospital that include objectives, goals and classes for each course providing educational experience, which outlines are attached hereto as Exhibit C, and coordinate with Hospital and Facility as to the length and timing of each Rotation.
- 4.3 Provide a contact person at the Academic Institution with authority over the program(s) for which Student(s) is training, which contact person is set forth on Exhibit A attached hereto.
- 4.4 Provide a letter of good standing to Hospital indicating that each Student has had a physical examination and is current on all immunizations prior to his/her participation in the Rotations. The physical examination shall include general physical exam, utilizing history (mobility, motor skills, hearing, visual and tactile abilities) and immunization assessment and any other exam that Hospital may reasonably require. Students and Faculty must have current immunizations for varicella; hepatitis B (or signed waiver if refused); measles, mumps and rubella, (MMR); tetanus, and influenza (or wear a mask during identified flu season, typically the months of November through March. If titer is negative for varicella, Student must receive varicella vaccine. If Student has positive PPD results, Academic Institution will provide confirmation that Student has a negative chest x-ray. All Students and Faculty who are located at Hospital's facility must have a

current (within one year) PPD. Academic Institution will notify Hospital of any positive PPD results. A Student who may be exposed to a patient with known or suspected TB must wear the required respirator, per Hospital policy. Academic Institution will maintain required immunization records in support of the letter of good standing.

- 4.5 Provide a letter of good standing indicating that a criminal background check has been conducted on all Students 18 years of age or older and all Faculty who are located at Hospital's facility(ies), prior to commencement of a Rotation. The criminal background check must include all cities, counties, and states in which the Student or Faculty has resided in and in which the Student or Faculty has worked at any time during the past seven (7) years. Attached hereto as **Exhibit D** is Hospital's "Student Disqualification Guidelines — Criminal Background" to be used by Academic Institution in connection with the background checks. Academic Institution will not send any Student who is disqualified to Hospital's facility(ies) to participate in a Rotation. Hospital retains the ultimate right to determine if a Student is disqualified.
- 4.6 Provide a letter of good standing indicating that a five panel Drug Screen has been conducted on all Students prior to the commencement of a Rotation. The five panel drug test shall consist of amphetamines, marijuana, cocaine, opiates and phencyclidine.
- 4.7 Present Students for Rotations who have fulfilled the following: (i) completed Hospital's required paperwork and been approved by Hospital, (ii) provided proof of an approved preceptor in good standing with Hospital, where applicable (iii) received adequate preclinical instruction and (iv) completed the preclinical requirements for the Rotation, as determined solely by Hospital.
- 4.8 Require Students to maintain health insurance coverage for the period of the respective Rotation.
- 4.9 Provide Hospital in writing the names of the Students assigned by Academic Institution to participate in the Rotation prior to the beginning of the Rotation.
- 4.10 Provide the services of a Faculty member or other Academic Institution liaison who will:
 - 4.10.1 Plan, in conjunction with staff member(s) of Hospital, the educational experiences that will fulfill the educational requirements of the Academic Institution curriculum; and
 - 4.10.2 Meet with staff member(s) of Hospital as necessary to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.

- 4.11 Require Students to comply with the applicable policies and procedures of Hospital as well as all applicable federal, state and local laws, rules and regulations during the course of their participation in the Rotation.
- 4.12 Require Students to obtain prior written approval of both Parties before publishing any material related to the learning experience provided under the terms of this Agreement.
- 4.13 Establish and maintain for each educational Rotation, curriculum standards and educational policies that meet Academic Institution standards and applicable licensing and accreditation requirements.
- 4.14 Retain overall responsibility for Students and administer, organize and operate the overall educational program and retain responsibility for the education of Students in and for the Academic Institution's program curriculum, its design, delivery, and quality.
- 4.15 Require Students to provide and wear the necessary and appropriate uniform while on duty at Hospital, including the required identification badge. Students not wearing appropriate identification will not be allowed to conduct training at Hospital facilities.
- 4.16 Require Students and Faculty to maintain the confidentiality of all records or information exchanged in the course of the Rotation in accordance with Hospital policies and all applicable federal and state laws, rules and regulation, including HIPAA.
- 4.17 Will not guarantee it will place or maintain the placement of any Program Student at Hospital.
- 4.18 Upon receipt of Hospital's notice of a Student or other Rotation participant whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Hospital's operations, evaluate such Student's or Rotation participant's conduct and take appropriate action. It is understood that, if Hospital takes action under provisions of Section 3.13 above, that the Student or Rotation participant's participation in the Rotation at the Hospital shall immediately cease, subject to being resumed only with the mutual written agreement of Academic Institution and Hospital.
- 4.19 Ensure each Student provides for his or her own housing, transportation, parking, meals and all other expenses not specifically provided for herein.
- 4.20 Ensure that Students confirm in writing that he or she understands and agrees to all of his or her obligations hereunder.

5. **PRECEPTORS.**

- 5.1 If applicable, prior to the commencement of a Rotation, Academic Institution shall provide Hospital with a list of preceptors affiliated with Hospital that Academic Institution is requesting provide services in connection with the Rotations, provided that all such preceptors shall meet such experience, licensure, and skills requirements as are mutually agreed upon by the Academic Institution and Hospital. Academic Institution understands and agrees that all preceptors must have on file with Hospital a completed application to be a preceptor NO LESS THAN twenty (20) days prior to the applicable Student's commencement of a Rotation.
- 5.2 If applicable, Hospital shall, in its reasonable discretion, approve or reject any such preceptors and shall notify Academic Institution of its determination within ten (10) days of receipt of the preceptor list from Academic Institution. In the event that Hospital rejects a particular preceptor, Hospital shall notify Academic Institution, and Hospital and Academic Institution shall work together to determine a preceptor that is acceptable to Hospital and Academic Institution.
- 5.3 If applicable, Hospital shall notify Academic Institution whether it needs to contract with Hospital for preceptors or contract directly with the preceptors.

6. **INDEPENDENT CONTRACTOR/STUDENTS STATUS.**

- 6.1 The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. All persons employed by a Party in connection with this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party.
- 6.2 Students shall participate in the Rotation hereunder for the sole consideration of obtaining an educational experience. Each Party agrees that the Students will be in a learning situation and that the primary purpose of the placement is for the Student's learning and the benefit of the Students. It is further understood that the Student shall not at any time replace or substitute for any Hospital employee. Nor shall Student perform any of the duties normally performed by an employee of the Hospital except such duties as are a part of their training and are performed by the Student under the direct supervision of a Hospital employee. Students are not entitled to a job at the completion of the educational experience. Hospital derives no immediate advantage from the activities of the Students, and on occasion its operations may actually be impeded. No Student in the Rotation will be deemed to be an employee, agent or volunteer of Hospital by virtue of participation in the Rotation, nor will Hospital be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating

in the Rotation. The Academic Institution shall indemnify, defend and hold Hospital harmless of and from any claim for wages, salary or compensation of any kind, asserted by any Students participating in any program arising from this Agreement. Further, no Student will be covered under Hospital's workers' compensation, social security, or unemployment compensation programs while participating in the Rotation.

7. **INSURANCE AND INDEMNIFICATION.**

- 7.1 **Insurance of Academic Institution.** Academic Institution agrees that it shall maintain during the Term of this Agreement for itself, its Faculty who are instructing Students, and its Students, a policy of professional liability insurance, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Academic Institution further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of Academic Institution and its Students or Faculty during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Academic Institution shall provide Hospital with a certificate of insurance evidencing such coverage upon Hospital's request. Academic Institution shall give Hospital written notice within ten (10) days prior to any changes, modification, cancellation or non-renewal of such insurance. If the insurance is not provided as required herein, Hospital shall have the right to immediately terminate this Agreement, or any programs arising from this Agreement, notwithstanding any other term or termination provisions contained in this Agreement.
- 7.2 **Insurance of HOSPITAL.** Hospital agrees that it shall maintain general and professional liability insurance for itself and its employees, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Hospital further warrants that it will keep such general liability insurance and professional liability insurance in full force and effect to respond to any claims arising out of the actions of the Hospital and its employees during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Hospital shall provide Academic Institution with a certificate of insurance evidencing such coverage upon the request of Academic Institution. Hospital shall give Academic Institution written notice within ten (10) days prior to any changes, modification, cancellation or non-renewal of such insurance.
- 7.3 **Indemnification by Academic Institution.** Academic Institution agrees to indemnify and hold Hospital and Facility and their respective directors, agents, representatives, and employees, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising in connection with any negligent or intentionally harmful acts or omissions by the Academic Institution or the Students in the performance of their obligations under this Agreement.

7.4 **Indemnification by Hospital.** Hospital agrees to indemnify, defend and hold harmless Academic Institution from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with any negligent or intentionally harmful acts or omissions by Hospital in the performance of its obligations under this Agreement.

8. **MISCELLANEOUS.**

8.1 **Assignments.** This Agreement may not be assigned, either in whole or in part, to a third party without the prior written consent of the non-assigning Parties.

8.2 **Third Party Obligations.** This Agreement is made solely for the benefit of the Parties named in this Agreement and is not intended to create rights or any cause of action in any third parties, including without limitation, the Students.

8.3 **Performance.** A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party shall not constitute a default hereunder, or give rise to any claim for damages.

8.4 **Administration of Agreement.** The Dean of the Academic Institution or his/her designate and the President of Hospital or his/her designate shall serve on a day-to-day basis to supervise the administration of the terms and conditions of the Agreement. In the event of disagreement, the matter shall first be referred for resolution to the Dean of the Academic Institution and the President of Hospital or their respective designate.

8.5 **Applicable Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Kansas.

8.6 **Entirety of Agreement.** This Agreement contains the entire Agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.

8.7 **Cooperation.** A Party will reasonably cooperate with the other Party and its counsel in the defense of any claims against a Party in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party not subject to the claim.

8.8 **Amendments and Modifications to Agreement.** All amendments and modifications to this Agreement shall be made by written mutual consent of both Parties.

8.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument.

- 8.10 **Invalidity.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such valid or unenforceable provisions were omitted.
- 8.11 **Notices.** All notices under this Agreement shall be in writing and delivered by personal delivery; United States mail, certified, return receipt requested; or a nationally recognized overnight courier service with tracking requested. Such notices shall be delivered to the following:

Hospital: Advent Health Shawnee Mission, Inc
AdventHealth South Overland Park, Inc.
AdventHealth Ransom Memorial, Inc.
9100 West 74th Street
Shawnee Mission, Kansas 66204
Attention: Regional Legal Officer

Academic Institution: Butler Community College
901 S. Haverhill Road
Eldorado, Kansas 67042

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

BUTLER COMMUNITY COLLEGE

By: _____
Print Name:
Title:
Date of Signature: _____

SHAWNEE MISSION MEDICAL CENTER, INC.

By: _____
Print Name: Alan Verrill
Title: President and CEO
Date of Signature: _____

ADVENTHEALTH SOUTH OVERLAND PARK, INC.

By: _____
Print Name: Dallas Purkeypile
Title: CEO
Date of Signature: _____

ADVENTHEALTH RANSOM MEMORIAL, INC.

By: _____
Print Name: Sam Huenergardt
Title: Regional CEO
Date of Signature: _____

EXHIBIT A

**ACADEMIC INSTITUTION'S DESIGNATED PROGRAMS,
CONTACT PERSON**

Academic Program:

Program #1: AAS- Associate of Applied Science (RN)

HOSPITAL CONTACT INFORMATION

Academic Program:

Shawnee Mission Medical Center, Inc.
Contact: Amber Delphia, RN, MSN
Contact Phone: (913) 676-2102

AdventHealth South Overland Park, Inc.
Contact: Kelley Smith
Contact Phone: (913) 373-6501 ext. 36501

AdventHealth Ransom Memorial Inc.,
Contact: Rita Demeter
Contact Phone Number: (785) 229-8248
Contact: Debra Donoghue
Contact Phone Number: (785) 229-8404

COURSE OBJECTIVES

Course objectives will be submitted to the Hospital Student Liaison or Hospital Contact prior to the commencement of each Clinical Rotation.

EXHIBIT D

STUDENT DISQUALIFICATION GUIDELINES — CRIMINAL BACKGROUND

A Student will be disqualified from placement at any Hospital facility if the Student admits to, or a criminal background check reveals, a conviction or any disposition other than a finding of “not guilty” or a complete dismissal of the charges for one or more of the following generic crimes or their equivalents: The criminal background check must include all cities, counties, and states in which the Student has resided and worked at any time during the preceding **SEVEN (7)** years.

1. Murder
2. Manslaughter
3. Carjacking
4. Use of a weapon in the commission of a crime
5. Robbery or theft (including, but not limited to, theft by falsification of financial records or embezzlement)
6. Passing worthless checks
7. Credit card fraud/fraudulent use of a credit card
8. Forgery
9. Identity theft
10. Burglary
11. Arson
12. Kidnapping
13. False Imprisonment
14. Home invasion
15. Assault
16. Aggravated assault
17. Battery
18. Aggravated battery
19. Resisting arrest with violence
20. Domestic violence
21. Any stalking offense
22. Rape
23. Sexual battery
24. Trespass for sexual purposes (e.g., peeping)
25. Lewd and lascivious behavior
26. Lewd and lascivious act upon a child
27. Lewd act in the presence of a child
28. Child abuse
29. Child abandonment
30. Child neglect
31. Any other crime involving physical violence or a crime against a child
32. Possession of child pornography
33. Sale, delivery or trafficking in child pornography
34. Exploitation, neglect, or abuse of a disabled adult or elderly person
35. Sale, delivery or trafficking in narcotics (drugs)

36. Felony possession of a controlled substance
37. Any other felony level offense involving violation of a drug abuse prevention and control law (including but not limited to felony level possession, sale, purchase, manufacture, or use of controlled substance in violation of applicable law)
38. Felony driving while intoxicated or under the influence of drugs or alcohol
39. Falsification of prescription records
40. Hate crimes
41. Terrorism
42. Escape or attempted escape from incarceration

A Student who admits to, or whose criminal background check reveals, a criminal conviction or any disposition other than a finding of “not guilty” or a complete dismissal of the charges relating to crimes other than those listed above is not automatically disqualified and may be considered for placement at a Hospital facility based on a case-by-case evaluation, including but not limited to, the following factors: nature of the offense(s); criminal history (pattern/recidivism); remoteness in time of the offense; relevance of offense to position being offered; age at time of offense; and evidence of rehabilitation.

TOPIC for ACTION
Butler County EMS Field Internship Agreement

REPORT:

The Butler Community College Fire & EMS Education Department is seeking Board approval to renew its contract with Butler Country EMS for its EMS Field Internship program in Butler County.

The agreement will end after 10 years or until either party terminates with 30-day written notice.

RECOMMENDED ACTION:

Board approval to renew the contract between Fire & EMS Education Butler County EMS.

RECOMMENDED FUNDING SOURCE:

Fire and EMS Budget

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

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

Date: September 26, 2024

EMS Field Internship Agreement

THIS AGREEMENT is effective the 1st day of November 2024 by and between **Butler County Community College**, El Dorado, Kansas, hereinafter referred to as *Training Program*, and **Butler County EMS**.

WITNESSETH:

WHEREAS, *Butler County* is operating an ambulance service within Butler County, Kansas, commonly known as **Butler County EMS** and hereinafter referred to as the *EMS System*; and,

WHEREAS, *Training Program* is operating EMS training commonly known as Paramedic, AEMT, EMT and/or EMR, and desires that the *EMS System* assist in the education of certain students attending said program; and,

WHEREAS, *EMS system* desires to cooperate with the *Training Program* in the education of such students,

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. *Training Program* agrees:
 - a. To assume full responsibility for offering a Paramedic class, Advanced Emergency Medical Technician class, Emergency Medical Technician class, or Emergency Medical Responder class in accordance with statutes and regulations, and also approved by the Board of Emergency Medical Services, Topeka, Kansas.
 - b. To provide the necessary qualified faculty who will plan, implement, supervise, and evaluate the learning experience for the student unless, in specific instances, other provisions are made.
 - c. To provide the current student roster of those requesting to rotate with this *EMS System* for field internship.
 - d. That the faculty will coordinate the planning relative to the number of students, and the days and hours of field internship with the appropriate EMS personnel of the *EMS System*.
 - e. Upon request, provide the *EMS System* with an appropriate certificate of insurance reflecting that each student and faculty member, while performing any of the duties or services contemplated under this agreement, has professional liability insurance with minimum limits of \$1,000,000 each person and \$3,000,000 aggregate.
 - f. To assure that students assigned to *EMS System* for field internship have demonstrated academic ability to profit from field internship experience.

- g. To assure that faculty and students abide by existing rules and regulations of the Kansas Board of Emergency Medical Services while interning with the *EMS System*.
 - h. That no remuneration or compensation shall be requested or expected by the *Training Program* or of any students during the field internship in connection with this program.
 - i. That the faculty and students will adhere to the *EMS System's* code of conduct, confidentiality agreement, and applicable policies and procedures.
 - J. That the faculty and students have been trained in preventive personal protection with regards to blood borne pathogens and hazardous materials.
 - k. To remove any student assigned to *EMS System* at the direction of the *EMS System* for violation of *EMS System's* code of conduct, confidentiality agreement, or policies and procedures or the rules and regulations of the Kansas Board of Emergency Medical Services.
2. *EMS System* agrees:
- a. To provide facilities for field practice during field internship for these students.
 - b. To provide mutually agreed upon field support and supervision by qualified instructors in each service area.
 - c. To maintain an environment in which student learning can be facilitated.
 - d. To retain ultimate responsibility for the care and transportation of the patient.
 - e. To provide an opportunity for the faculty to be apprised of current training and/or affiliation policies by attending appropriate meetings and receiving bulletins regarding changes.
3. It is mutually agreed by the parties hereto that:
- a. This agreement shall commence upon signature of all parties and remain in effect for ten (10) years unless terminated by either party upon at least thirty (30) days written notice.
 - b. The *EMS System* does not require any faculty or student to participate under conditions which, by their interpretation, may impose unreasonable hardships on the *Training Program* participants.
 - c. All faculty and students must sign a waiver of liability to participate in this EMS Field Internship program.

- d. This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative, variation, or notification of the terms of this agreement shall be valid unless the same are made in writing and are signed by both parties hereto.
- e. *Training program* agrees to and does hereby indemnify and hold *EMS System* harmless from any and all liability of any kind whatsoever occasioned by or resulting from the acts and/or omissions of the *Training Program* or any faculty member or student.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated following each signature below.

TRAINING PROGRAM:

Dr. Kim Krull
President

Date

Signature

EMS SYSTEM:

Date

Signature

TOPIC for ACTION
Emergency Medical Technician Course in Marion County

REPORT:

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

Fire & EMS Education is prepared to offer an EMT section in a 16-week format starting in January 2025. The agreement will end at the conclusion of 2025-26 academic year.

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

RECOMMENDED ACTION:

Board approval allowing Fire & EMS Education to offer the FS 212 - EMT course in Marion County, Kansas.

RECOMMENDED FUNDING SOURCE:

Fire and EMS Budget

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

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

Date: September 26, 2024

MEMORANDUM OF UNDERSTANDING

by and between:

BUTLER COMMUNITY COLLEGE
and
MARION COUNTY, KANSAS

Emergency Medical Technican Course

This Memorandum of Understanding (“MOU”), entered into on January 1, 2025, by and between BUTLER COMMUNITY COLLEGE, hereinafter called (“THE COLLEGE”) and MARION COUNTY, KANSAS, hereinafter called (“THE COUNTY”) to allow THE COLLEGE’S Fire & EMS Education Department to offer its FS-212 Emergency Medical Technican (“EMT”) course at THE COUNTY’S Marion County North Office Complex located at 1240 Commercial Drive, Marion, KS.

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

A. GENERAL TERMS

1. The term of this MOU will begin on January 1, 2025 and will end at the conclusion of the 2025-2026 academic year. THE COLLEGE will offer the FS-212 Emergency Medical Technician (EMT) course in a 16-week format.
2. Both THE COUNTY and THE COLLEGE will actively support and promote THE COLLEGE’S EMT course at the the THE COUNTY’S facility in Marion, KS.
3. THE COLLEGE will be the provider of the EMT course at the THE COUNTY’S facility for students who have met the following two criteria:
 - the student has applied to THE COLLEGE and has been admitted prior to the start of the course; and
 - the student has enrolled in the course through THE COLLEGE’S Advising and Enrollment system.
4. THE COLLEGE reserves the right to refuse admittance to students.
5. Both THE COUNTY and THE COLLEGE will cooperate to generate operational efficiencies, whenever feasible.

B. THE COUNTY'S REQUIREMENTS

6. THE COUNTY will make space available to THE COLLEGE in the THE COUNTY'S facility in Marion, KS starting January 1, 2025. The space shall include:
 - a. Classroom instructional space equipped with a projector, audio/video equipment, and capacity to connect to a laptop computer;
 - b. limited space for instructional equipment storage; and
 - c. shared lab space based on scheduling and availability.
7. THE COUNTY will provide THE COLLEGE with internet access via wired and/or wireless connections, and troubleshoot and make internet repairs as needed.
8. THE COUNTY will work with the THE COLLEGE'S Chair of the Fire & EMS Education Department to determine equipment and technology needs.
9. THE COUNTY shall be solely responsible for paying all utilities, including water, sewer, gas, electricity, custodial services and products, trash removal, basic maintenance, and general supplies, that arise out of and become due in connection with its facility.

C. THE COLLEGE'S REQUIREMENTS

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

D. THE COLLEGE'S USE OF THE FACILITY

15. THE COLLEGE shall occupy assigned classrooms during scheduled times and when available during all hours, daytime, evening, and weekends. THE COLLEGE may use additional classrooms at THE COUNTY'S facility in Marion, Kansas provided the classrooms are not being used by THE COUNTY.

16. THE COLLEGE is not allowed to sublease or allow usage of THE COUNTY'S facility or any of the equipment within the facility referenced within this MOU by any "For Profit" entity.

E. EQUIPMENT SHARING

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

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

F. INSURANCE

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

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

G. MUTUAL INDEMNITY CLAUSE

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

H. SETTLEMENT OF DISPUTES

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

I. SAVINGS CLAUSE

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

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

By: _____

XXXXX
Marion County Board of
Commissioners

Date: _____

By: _____

Dr. Kimberly Krull, President
Butler Community College

Date: _____

PERSONNEL

None

SUPPLEMENTAL INFORMATION

Office of Research and Institutional Effectiveness
 215 BOE
 (316) 322.3338



Metric	Description	Latest Performance	Last Updated for BOT	Previous Three Years	Validation Source
Retention	Percentage of incoming first-time full-time degree/certificate seeking students from the first fall who continue to the next fall. Cohort members who graduate within a year are excluded from the calculation.	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	Persistence and Retention of First-Gen
Responsible individual	Dr. Jenna Gannon
Report for the BOT meeting of	10/8/2024
Strategic Goal: Support Students and their Success	Priority Number: 2b: Increase the persistence and retention of first generation students

Narrative

Butler Community College prioritizes the persistence and retention and retention of first-generation students through a variety of ways including the work of the First-Generation Taskforce (FGT). This taskforce is made up of a cross section of BCC employees working to increase the access, persistence and retention of students whose parents did not complete a four-year degree.

The retention rate for new, full-time students who are first-generation was 52.76% for the Fall 2023 cohort (reported Fall 2024). This was a slight increase over the previous cohort.

Current Outcomes

While there are many efforts to increase persistence and retention of first-generation students across BCC, the FGT is working on the current outcomes:

- Updated definition to better align with regional and national norms
 - *First-generation students' parents/guardians did not complete a four-year degree.*
- Honored 77 graduates at the May 2023 Commencement Ceremony with chords.
- Participated in podcast with the Library to spread awareness about what it means to be first-generation.
- Secured a grant with the support of the Foundation to fund current and future initiatives.
- Awareness campaign encouraging students to update their status as a first-generation student with BCC.

Action items for future outcomes

In the upcoming months FGT has the following initiatives and events planned:

- Working with Faculty Development to kick-off first generation awareness and best practices during IDD.
- Hold inaugural First-Generation Celebration Week in November to align with national best practices.
- Continued awareness campaigns for students, staff, and faculty
- Graduation Celebration in May 2025

In the next update we look forward to providing reports on the outcomes of these and additional action items as they arise during the course of the Academic Year.

Strategic Alignment

These outcomes and action items aligned with Priority 2b: Increase the persistence and retention of first-generation students, under Strategic Goal *Support Students and Their Success*.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Access and Success
Responsible individual	Dr. Jenna Gannon
Report for the BOT meeting of	10/8/2024
Strategic Goal: Support Students and their Success	Priority Number: 3a: Increase access and success of underserved student populations with a focus on first generation learners

Narrative

Butler Community College prioritizes the persistence and retention and retention of first-generation students through a variety of ways including the work of the First-Generation Taskforce (FGT). This taskforce is made up of a cross section of BCC employees working to increase the access, persistence and retention of students whose parents did not complete a four-year degree.

In Fall 2024 BCC welcomed 161 new, full-time first-generation students which was 14.65% of the incoming class of new, full-time students for the semester. This was an increase from 127 (12.78%) of the incoming Fall 2023 class.

Current Outcomes

While there are many efforts to increase access and success of underserved student populations, focusing on first-generation learners across BCC, FGT is working on the current outcomes:

- Updated definition to better align with regional and national norms
 - *First-generation students' parents/guardians did not complete a four-year degree.*
- Honored 77 graduates at the May 2023 Commencement Ceremony with chords.
- Participated in podcast with the Library to spread awareness about what it means to be first-generation.
- Secured a grant with the support of the Foundation to fund current and future initiatives.
- Awareness campaign encouraging students to update their status as a first-generation student with BCC.

Action items for future outcomes

In the upcoming months FGT has the following initiatives and events planned:

- Working with Faculty Development to kick-off first generation awareness and best practices during IDD.
- Hold inaugural First-Generation Celebration Week in November to align with national best practices.
- Continued awareness campaigns for students, staff, and faculty
- Graduation Celebration in May 2025

Strategic Alignment

These outcomes and action items align with Priority 3a: Increase access and success of underserved student populations with a focus on first-generation learners, under Strategic Goal *Support Students and Their Success*.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Non-credit and Credit Pathways
Responsible individual	Dr. Barry Robinson
Report for the BOT meeting of	10/8/2024
Strategic Goal: Drive Institutional Sustainability and Growth	Priority Number: 1a: Develop distinct pathways between non-credit and credit training

Narrative

Butler has set up partnerships with various community organizations and agencies to offer academic credit for competencies and outcomes obtained outside the traditional classroom setting. Our students bring with them years of life, work, and military experience. By recognizing training certifications and professional experience, students can present evidence of these achievements for evaluation and credit for prior learning, thereby saving time and reducing costs as they pursue their degree.

This initiative helps to minimize redundant learning and accelerate degree completion. Notable collaborations with military institutions, apprenticeship programs, and law enforcement agencies have been pivotal in advancing this effort, with more opportunities expected in Fiscal Year 2025 (FY2025).

Current Outcomes

Through partnerships with the Lumina Grant and the Kansas Board of Regents, military students can receive credit for prior learning in specific disciplines, which is applicable both at Butler and at four-year institutions.

Students who complete law enforcement training at the Kansas Law Enforcement Training Center or El Dorado Correctional Facility can earn twelve credit hours toward the Criminal Justice pathway.

The Career and Workforce Education Office collaborates with apprenticeship organizations across the state to offer credit for prior learning toward the Workforce degree pathways in Plumbers and Pipefitters, Construction Trades, Electrical, Sheet Metal, and General Workforce. This can amount to up to forty-seven credit hours toward an Associate of Applied Science degree upon obtaining a Journeyman's card. To complete the degree, students must also take fifteen general education credits from Butler. The most recent graduate is Mr. Isaac Thomas, who completed the Plumbers and Pipefitters apprenticeship program, was recognized by the state as a future leader in the field and graduated from Butler with a 4.0 GPA (grade point average).

Action items for future outcomes

Career and Workforce Education will continue to promote Workforce degree pathways to students in apprenticeship programs. They are also working to develop new apprenticeship partnerships across the country.

As the use of credit for prior learning expands, the college plans to develop a comprehensive, college-wide process to create more opportunities for students to earn credit and complete their degrees or certificates beyond the current offerings. Furthermore, with the 50th anniversary of the partnership with McConnell Air Force Base approaching, the college will focus on expanding

military credit for prior learning to strengthen this partnership and better recognize the training and skills gotten by service members.

Strategic Alignment

Drive Institutional Sustainability and Growth

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Enterprise KC
Responsible individual	Christina Byram
Report for the BOT meeting of	10/8/2024
Strategic Goal: Champion Excellence in Innovation	Priority Number: 1b: Implement partnership with Enterprise KC

Narrative

EnterpriseKC, a nonprofit 501 c3, is prepared to launch the Heartland Cyber Range (HCR), a state-of-the-art simulative cybersecurity training environment in fall of 2024. This initiative aims to provide free access to cybersecurity training tools and resources to K-12 and higher education students and teachers across Kansas and Western Missouri, ensuring inclusivity for rural and underserved communities. These communities represent a significant potential workforce to fill over 9,000 open cybersecurity positions in the region, where entry-level salaries range from \$60,000 to \$80,000 and can quickly escalate to six figures.

To sustain and expand this initiative, EnterpriseKC is seeking additional partners willing to host a ‘machine’—a 1U rack unit that consumes minimal power and bandwidth (100mbps). Installation is straightforward, taking only 5-10 minutes, with the sole ongoing cost being electricity. This partnership model already includes over 40 institutions, notably higher education institutions like the University of Kansas, Kansas State, Fort Hays State, Pittsburg State, Emporia State, Johnson County Community College, Kansas City Kansas Community College and others.

Current Outcomes

Butler Community College has engaged in multiple discussions with EnterpriseKC to evaluate the benefits the initiative will offer to the college, its students, and the broader community. The legal team has reviewed and approved the no-cost hosting contract, which has now been signed by the college.

Action items for future outcomes

Information Services (IS) will install a no-cost appliance provided by Enterprise KC. In addition, key faculty will incorporate the cyber labs into their classes once they are available.

Strategic Alignment

Champion Excellence in Innovation by establishing new partnership and offering technology and educational opportunities for both the institution and community.

MONTHLY STATEMENT OF REVENUES AND EXPENDITURES

The Statement of Revenues and Expenditures is completed within the first few days of each month but with the Board meeting early in the month and the Board Book needing to be submitted to the Secretarial Center for printing and mailing early on October 1st, the 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



Ronald McDonald House Charities® Wichita
551 N Hillside St, Suite #100 Wichita, KS 67214
316 269-4182 tel 316 269-0665 fax

www.rmhcwichita.org

9/11/2024

Les Padzensky
Redler Institute of Culinary Arts
622 E Cloud Ave
Andover KS 67002-8952

Dear Les,

Thank you for supporting Kansas families as a first-time donor to RMHC Wichita. Thank you so much for supporting the many families who are having to travel far away from home for their child's critical medical needs.

Your generosity and kindness make a profound difference in the lives of these families.

Here's a heartwarming message from Jennifer, one of the many parents who have benefited from your support:

"I could not have completed this difficult journey without RMHC Wichita. They offered me a place to stay at no cost, and provided as many comforts and conveniences of home as possible in a situation like this. Having food to eat, a place to sleep, shower, laundry, and the opportunity to talk to others in a similar situation has been a vital part of what has lifted me during this time."- Jennifer

Once again, thank you for your support. You are truly making a difference in the lives of families!

With heartfelt gratitude,

Susan J Smythe
CEO

Thank you so much for the
dinner for our families!
Come back soon!

2024 Charitable Contribution Receipt

9/11/2024

Fixed Dinner for the Families

*We provided no goods or services to you in return for your contribution. Your donation may be tax-deductible.
Please consult your tax advisor. This form is in compliance with the Revenue Act Code Section 170(f)(8).*

Ronald McDonald House Charities® Wichita provides and supports programs that directly improve the health and well-being of children

Butler Community
College,

Thank you for the
beautiful flowers
you sent for Roger's
service to celebrate
his life and for the
book that will be placed
in your library in
his memory.

Rita Stephens
Chad & Elisha Chambers
& Stetson
Michael & Shawna Roark
& Family
Eric Stephens

*Thank you for your thoughts and prayers
and heartfelt sympathy you have given to us.
It's appreciated more than you'll ever know.*

The Amelia Alice Chaney Family

Thanks for the beautiful flowers)

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

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
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

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

<u>LOOKING AHEAD</u>		
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
January Board Finance Committee	Tuesday, January 14, 2025; 3:30pm President's Conference Room	Dave Sherrer Mary Martha Good
January Board Meeting	Tuesday, January 14, 2025; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
January Work session	Tuesday, January 27, 2025; 4:30 pm Dankert Trustee Board Room	ALL TRUSTEES

ACTIVITY CALENDAR

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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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
Football @ Iowa Western	Saturday, November 2	1:00 pm
Art Exhibit: Megan Miller	November 4 – December 8	
Volleyball Region VI First Round	Wednesday, November 6	TBA

EXECUTIVE SESSION

MOTION: Trustee _____

Madam Chair,

I move that the Board recess into executive session to discuss non-elected personnel, pursuant to the open meetings exception for said matters and that the Board, Shelley Stultz, and Dr. Kim Krull 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.**