



BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING
4:30 p.m., Tuesday, November 12, 2019 – Dankert Board Room

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 – Not to exceed 1 hour for consultation with legal counsel

- I. CALL TO ORDER
II. APPROVAL OF AGENDA
III. RECOGNITIONS ----- 3
IV. PUBLIC COMMENT
V. STANDING REPORTS
A. Student Government Association Report – Gaby Guzman
B. Operational Staff Report – Amy Kerschner
C. Professional Employees Report – Terry Sader
D. Board Finance Committee Report – Ron Engelbrecht and Lance Lechtenberg
E. Foundation Board Report – Eileen Dreiling, Kim Krull
F. President’s Report – Kim Krull
G. Education Facilities Authority Report – Greg Joyce, Jim Howell, Kim Krull
VI. MONITORING REPORTS – NONE
VII. BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES
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## NOVEMBER BOARD RECOGNITIONS

- **Emily Koontz, Fany Zamarripa Lopez, Kyle Brinker, William Parsons, Courtney Henry, Tori Wilson, Alexa Hunter, Roberta French, Haley Koontz, Hollie Gregg, MaKenna Hayes, Delenn Hubble, Ami Oda, Jessica Miller, Daneisha Dudley, Meagan Becker, Laci Becker, Wesley Hager, Grace Diekmann, Olivia DePew, Cassidi Doyle, Morissa Johnson, Addison Haiden, Alexis Lettermann, Rachel Barlett, Damilola Oshakuade, Chad Hibdon, Courtney Griffith, Jacob Bedell, Ben Jensen, Eric Sahagun, Annie Futhey, Allyson Skillman, Cassandra Wittmeier, Taliya Talley, Agerian Jackson, Bryce Hirayama, Shayna Espy, Deyton Araujo, Shanigue Masters, Tanis Newy, Kylie Watts, Kah Patterson, Madison Brown, Can Watts, Jakob Juul, Kaden Malm, Frank Burner, Cody Kluser, Shelbi Jordan, Brianna Hicks, Tonya Kerschner, Dr. Shellie Gutierrez, Dr. Dalia Hale, Susan Forrest, Kathy Gifford, Apryl Nenortas, Jordyn Cogan, Jaromy Green, Derek Foust, Joseph Leibbrandt, Taylor Frank, Sandy Koontz, Brenda Nyberg, Hattie Denton** – Walnut River Water Festival
- **Dr. Noreen Templin** – Economist Educators Best in Class Teaching Award
- **Dr. Shellie Gutierrez** – Integrated Learning Through the Arts Course
- **Dr. Kelsey Harper** – Defending her Dissertation for her Doctorate Degree
- **Dr. Bethany Chandler** – Defending her Dissertation for her Doctorate Degree
- **Janet Schueller, Lori Link, LuShawn Vaughan, Raven Christian, Monica Dobbins, Carla Stephens, Shellie Dettweiler, Joan Hoover, Kim Hubble, Liz McNown, Melody Cantrell, Michele Ridder, Mitchell Taylor, Ruthann Farley, Sabrina Olson, Sarah Flora, Trent Schneweis, Kerri Smith, Christy Streeter, and Beth Eagleton** – #10 Ranked Nursing Program in Kansas
- **Mike Helmer and Adam Hunter** – Record Program Wins
- **Mohan Kambampati, Farideh Daneshi, Mary Jo Gemas, Tom Moore, Zhanna Pataky, James Phillips, Stephen Recker, Rene Skinner, Chrissy Unruh, Salyi Vu, Sherry Watkins** – Wichita Indochinese Center

**MONITORING REPORTS**

NONE

## BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

### TOPIC for DISCUSSION Board Bylaw Updates

#### **REPORT:**

In the work to update the Board of Trustees Handbook, a few suggested changes to the Board Bylaws are noted below. The suggested changes would offer some clarification to current bylaws and ensure currently approved policies are followed. The suggested additions are noted below and highlighted in yellow. The suggested deletions show strikethrough and are highlighted in blue. These suggested changes are for discussion this month and can be on the agenda next month for action.

#### **Under By-Laws:**

#### **MEMBERSHIP**

The Board of Trustees of Butler Community College is comprised of seven (7) members elected to four-year terms in November of each odd numbered year. (Starting November 2017.) Trustees shall have such duties and qualifications as defined by KSA 71-201.

- In December of even numbered years, the President's Office drafts a letter to the Butler County Election Office stating the positions open for election.
- Candidates file for election beginning January 1 of odd numbered years. The filing deadline is June 1 @ noon of odd numbered years. There is a \$20 filing fee.
- The election of Trustees is held in November of odd numbered years.
- Elected Trustees take office on the 2<sup>nd</sup> Tuesday of January of even numbered years.
- Pursuant to K.S.A. 71-201, the Board shall have the power to fill any vacancy which may occur in its membership for the balance of the unexpired term. The Board shall publish a notice one time in a newspaper having general circulation in the college district that the vacancy has occurred and that it shall be filled by appointment by the Board not sooner than 15 days after such publication.

#### **QUORUM**

A quorum of four members must be present to transact business at a Regular or Special Board Meeting and minutes must be kept.

Possible clarifications are examples from other community college policies if needed...

- 1) A majority affirmative vote is required for the motion to pass.
- 2) The affirmative vote of a majority of the full membership of the Board shall be required for the passage of any motion or resolution.

### **EXECUTIVE SESSION**

Upon formal motion made, seconded, and carried, the Board may recess, but not adjourn, to a closed or executive session for the purposes authorized by and in accordance with the Kansas Open Meetings Act. Any motion to recess for closed or executive meeting shall include: 1) a statement describing the subjects to be discussed during the closed or executive meeting; 2) the justification listed in subsection (b) of K.S.A. 75-4319 for closing the meeting; and 3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meetings and shall be maintained as part of the permanent records of the Board. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion. No binding action shall be taken during a closed or executive session.

Additional information on Executive Sessions is listed on page .....of this manual.

### **Under Community Relations:**

#### **HANDLING COMPLAINTS**

Individual Board members or the Board may receive complaints. The following action should be taken in such cases:

- Suggest the complainant seek a remedy from the proper college official (i.e. Faculty member, Dean, Vice President, Associate Vice President of Human Resources).
- ~~Propose the complaint (submitted in written form) for a Board Agenda item only after avenue #1 has been exhausted.~~
- Submit the complaint to the President, preferably in writing, to allow facilitation of approved college complaint and grievance policies and processes.
- Complaints regarding the President should be submitted to the Board Chair.
- The college's approved policies and processes will guide action the Board may take.

~~When such complaints reach the Board, the Board may"~~

- ~~Take immediate action~~
- ~~Request the President to investigate the matter and report a recommendation or an action taken, or~~
- ~~Appoint its own special committee to conduct an investigation.~~

### **Under Professional Board Development and Benefits**

#### **BOARD PARTICIPATION**

In accordance with KSA 71-201, Power of Trustees, members to the Butler Community College Board of Trustees shall be paid mileage and other actual necessary expenses incurred in the performance of their official duties including travel to and from Regular and Special Board Meetings. Mileage shall be at the set college rate and reimbursed on a

quarterly basis. All travel and reimbursement of expenses will follow approved Butler Community College policies.

**REIMBURSEMENT GUIDELINES**

Convention registration, hotel reservation, travel expenses, meals, and set college rate/percentage for tips are approved convention expenses.

Car rental should not be used unless absolutely necessary and only when no other means of transportation which would be as economical is available.

Taxicab, uber, and lyft charges shall be allowed from bus, rail, or plane terminals to the destination of a meeting and between points of duty.

Long distance telephone calls and fax messages will be reimbursed for college business only. Personal calls are not to be charged to the college.

Board members shall not be reimbursed for travel expenses incurred by their spouse of other members of their family.

The college will not reimburse any official for expenses incurred for the purchase of alcoholic beverages. Additional non-reimbursable expenses include dry cleaning, personal entertainment expenses, tobacco products, traffic and/or parking fines, and tips to porters, maids, bellhops.

The Board members shall submit their expense account supported by paid, itemized receipts for reimbursement to the President's Executive Assistant.

**RECOMMENDED ACTION:**

This topic is for discussion purposes

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Kim Krull
Supervisor:	Board of Trustees
Date:	November 12, 2019

**TOPIC for DISCUSSION**  
**Military Leave Policy Revision**

**REPORT:**

Butler Community College prides itself on being a military friendly institution for both Students and Staff. Our current Military Leave policy meets the basic standards set forth by the federal government in policies and benefits pertaining to military leave. This policy does not assist the employee with financial shortfalls that may exist between regular salary received while working and military pay while on active leave.

The following policy revisions provide for differential pay for up to 90 days of absence while on military leave in a fiscal year. The suggested additions are noted below and highlighted in yellow. The suggested deletions show strikethrough and are highlighted in blue. These suggested changes are for discussion this month and can be on the agenda next month for action.

Section 5 – Employment and Payroll Information

C. Leave Information

i. Military Leave

All employees required to fulfill military service obligations shall be granted a military leave of absence ~~without pay~~ and shall be entitled to the benefits provided under the Selective Service Act of 1948 as amended.

Employees who are granted military leave for voluntary or involuntary active military duty or training in the uniformed services may receive up to 90 days of differential paid leave per fiscal year (July 1 to June 30), unless they have already exhausted the maximum 90 days in that fiscal year. After the maximum 90 calendar days of Butler's paid military leave is exhausted, the employee may choose to either use paid time off (vacation, personal, professional leave) during the remainder of his/her military leave or elect to take an unpaid leave of absence.

A request for time off for military duty should be made to the employee's immediate supervisor or department head at least two (2) weeks in advance of the duty. The request should include the dates of departure and return, and should be accompanied by a copy of the official orders, if possible. To receive differential pay from the College during the military leave, the employee must furnish a certified statement of the military pay to the Human Resources/Payroll department.

**RECOMMENDED ACTION:**

This topic is for discussion purposes only.

**RECOMMENDED FUNDING SOURCE:**

Operating Budget

Name of individual submitting report: Shelley Stultz

Date: November 12, 2019

Name of supervisor: Kimberly Krull



<b>BOARD ACTION ITEMS</b>
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**TOPIC FOR ACTION**  
**EI Dorado Neighborhood Revitalization Program**

**REPORT:**

In December 2017, the Board approved the renewal of the City of EI Dorado Neighborhood Revitalization Program. The renewal request was for the period commencing January 1, 2018 and expiring December 31, 2019. This NRP provided opportunities to promote the revitalization and development of certain areas with the City of EI Dorado in order to protect the public health, safety, and welfare of the residents. Residential and commercial properties were eligible within designated areas and based on the age of the buildings. In order to be eligible, real property had to have a minimum increase of at least 10% or \$5000 of the assessed valuation for residential property and 15% or \$10,000 for commercial/industrial. There was a maximum of 10 years and 95% rebate.

The City of EI Dorado is asking the Board's participation to extend the five-year tax rebate of up to \$250,000 of appraised value on new residential real property located within a subdivision which is not at capacity when construction begins from January 1, 2020 to December 31, 2025. This requested renewal period is for 5 years as December 31, 2025 is the expiration date of the NRP.

**RECOMMENDED ACTION:**

Recommend renewal of this agreement.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Kim Krull
Supervisor:	Board of Trustees
Date:	November 12, 2019

**CITY OF EL DORADO**

**NEIGHBORHOOD**

**REVITALIZATION PLAN**

**Adopted November 18, 1996**  
**Resolution No. 2097**  
**Revised November 1, 1999**  
**Resolution No. 2252**  
**Revised December 2, 2002**  
**Resolution No. 2398**  
**Revised December 30, 2005**  
**Resolution No. 2525**  
**Revised February 16, 2009**  
**Resolution No. 2632**  
**Revised July 20, 2009**  
**Resolution No. 2641**  
**Revised Jan. 19, 2010**  
**Resolution No. 2663**  
**Revised September 6, 2011**  
**Resolution 2679**  
**Revised November 22, 2011**  
**Resolution 2685**  
**Revised November 17, 2014**  
**Resolution 2748**  
**Revised December 7, 2015**  
**Resolution 2813**  
**Revised October 17, 2016**  
**Resolution 2829**  
**Revised November 6, 2017**  
**Resolution 2855**  
**Revised October 9, 2019**  
**Resolution 2894**

**CITY OF EL DORADO  
NEIGHBORHOOD REVITALIZATION PLAN**

**PURPOSE:**

This plan is intended to promote the revitalization and development of certain properties within the City of El Dorado in order to protect the public health, safety, and welfare of the residents of the city. More specifically, the City will offer property tax rebates for certain improvements or renovation of property that meets the criteria in accordance with the provisions of K.S.A. 12-17, 114 et seq.

**CRITERIA FOR DETERMINATION OF ELIGIBILITY**

- I. Real property is eligible, including residential and all commercial types.
  - A. All real property and improvements within the City of El Dorado are eligible if it meets the criteria determined within this plan.
  - B. Owners wishing to rehabilitate, add to existing buildings, or construct new buildings are eligible to apply for revitalization under this plan.
  - C. Condemned properties (as determined by the City Building Inspector's Office or the Commission) and or any future properties that qualify through a description of blight, health, environmental or safety issues or grant programs as established and qualified by the City of El Dorado.
  - D. Buildings, 25 years or older, meeting the "dilapidated structure" description as outlined in K.S.A. 12-17, 115(a) and determined by the City Building Inspector's office, shall be allowed to petition the City Manager to be included in this program.
  - E. Properties or structures located within the City of El Dorado Opportunity Zone.
- II. Residential Properties
  - A. All residential improvements on real property that the principal structure is 50 years or older and located within the City of El Dorado regardless of location, shall be eligible for a ten-year tax rebate whose construction begins from January 1, 2020 to December 31, 2025.
  - B. All new residential real property located outside the City of El Dorado Opportunity Zone being constructed on a vacant lot that was previously developed or requires demolition and is considered "infill" within the City of El Dorado shall be eligible for a ten-year tax rebate of up to \$250,000 of appraised value whose construction begins from January 1, 2020 to December 31, 2025.

- C. All new residential real property located inside the City of El Dorado Opportunity Zone being constructed on a vacant lot, previously developed, or requires demolition within the City of El Dorado shall be eligible for a ten-year tax rebate of increased appraised value whose construction begins from January 1, 2020 to December 31, 2025.

### III. Non-Residential Properties

- A. All non-residential properties must meet sub-section C, D, or E under section I of this plan may be eligible for a ten-year tax rebate of increased appraised value whose construction begins from January 1, 2020 to December 31, 2025.

### IV. Criteria to be used by City Staff to determine specific real property eligible for Revitalization and property tax rebate as follows:

- A. Construction of improvement must have begun on or after January 1, 2020, the effective date of this plan; provided, however, no application will be processed until approval has been received on the interlocal agreement from the Attorney General's office.
- B. Must be a minimum increase of at least 10% (or \$5,000)\* of the investment valuation as determined by the building permit value obtained through the City's Building Inspector's office for residential, and 15% (or \$10,000)\* for commercial/industrial. Maximum of ten years and 95% tax rebate. \*Whichever is greater.
- C. New as well as existing improvements on property must conform to all code rules and regulations in effect at the time improvements are made. **Permits must be approved before commencement of construction.**
- D. Any property that is delinquent in payment to Butler County of real estate tax and/or special assessment will forfeit any current and future rebates; however, the City of El Dorado, at their sole discretion, may reinstate any NRP property one time after being delinquent on the above mentioned taxes or assessments during the life of the property's participation in the NRP program. No property shall be granted such consideration for reinstatement if it was disqualified from the NRP program prior to January 1, 2020, or has previously been granted this allowance.
- E. If the property that has been approved for a tax rebate is sold, the rebate remains in effect and will transfer to the new property owner.

### APPLICATION PROCEDURE

Prior to filing an application for a tax rebate, the following steps must be taken:

- A. Obtain an application from the Engineering Department.
- B. Prior to the commencement of construction on any improvement or new construction for which a tax rebate will be requested, the property owner will complete Parts One and Two of the application. Part Two must include a permit number obtained from the City Building Inspector's Office. A non-refundable \$25.00 application fee payable to the City of El Dorado must accompany the application.
- C. The City will forward the application to the County after certifying the property meets the criteria.
- D. If the plan is approved, the Engineering Department will forward the application to the County Appraiser, who will then forward a copy of the application to the County Clerk for monitoring purposes.
- E. The owner will have a maximum of one year to complete the project unless otherwise approved.
- F. Immediately upon completion of the project, the property owner shall file Part Three of the application with the Engineering Department. Upon receipt of Part Three, the City Building Inspector's Office shall conduct an on-site inspection of the construction project (improvement, rehabilitation, or new) to confirm completion.
- G. After confirmation of project completion is received from the City Building Inspector's Office, the completed application will be forwarded to the County, certifying the project is in compliance with the eligibility requirements for a tax rebate. The County Appraiser will then report the valuation to the County Clerk by June 15<sup>th</sup>. The tax records shall be revised accordingly.
- H. Real estate tax payments must be made on time to be eligible for this plan.
- I. Upon timely payment in full of all real estate tax and special assessments for the property, a rebate of the taxes related to the valuation improvement (less a 5% administrative fee) will be made to the property owner by Butler County Treasurer's office within 45 days of due date of taxes.
- J. Payment Under Protest are not accepted for NRP properties.

**NEIGHBORHOOD REVITALIZATION PROGRAM  
INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as “Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of El Dorado, a duly organized municipal corporation hereinafter referred to as “City”, Board of Butler County Commissioners of Butler County, Kansas, hereinafter referred to as “Butler County”, Unified School District #490 hereinafter referred to as “USD 490”, Unified School District #375 hereinafter referred to as “USD 375”, and Butler Community College hereinafter referred to as “BCC”.

**WHEREAS**, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

**WHEREAS**, the agreement shall be submitted, pursuant to law, 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; and

**WHEREAS**, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

**WHEREAS**, K.S.A. 12-17, 114 *et. seq.* (Kansas Neighborhood Revitalization Act (KNRA)) provides 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 K.S.A. Supp. 12-17, 114 *et. seq.* by acting jointly.

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

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein. 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.

2. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the City, the County, and the District resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.
3. This agreement shall commence and expire per attached Exhibit A-Neighborhood Revitalization Plan.
4. This agreement shall include individual condemned properties (as determined and qualified by the City Building Inspector or the City Commission) or properties in a City of El Dorado rehabilitation/grant program. Any buildings in this section would need to qualify through a description of blight, health, or safety issues or grant programs as established by the City of El Dorado.
5. This agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.
6. The parties further agree that any party may terminate this agreement by providing 90 days (or other time period) notice in writing to the other parties. Provided, however, that any application for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

**IN WITNESS WHEREOF**, the Public Agencies have caused this agreement to be duly executed by their respective appropriate representatives.





**RESOLUTION NO. 19-10**

**A RESOLUTION AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS, UNIFIED SCHOOL DISTRICT #490, UNIFIED SCHOOL DISTRICT #375, AND THE CITY OF EL DORADO**

**WHEREAS**, the City of El Dorado has requested Butler Community College to enter into an Interlocal Agreement with the Butler County Board of County Commissioners, Unified School District #490, Unified School District #375, and the City of El Dorado; and

**WHEREAS**, the Butler County (Kansas) Board of County Commissioners, Unified School District #490, Unified School District #375, and the City of El Dorado desire to enter into an Interlocal Agreement with Butler Community College; and

**WHEREAS**, the other parties named herein are desirous of entering into such an agreement with Butler Community College; and

**WHEREAS**, The purpose of the Interlocal Agreement is to promote the revitalization and development of certain areas within the City of El Dorado by promoting the rehabilitation, conservation and redevelopment of areas in order to protect the public health, safety and welfare of the residents of the community. More specifically, a tax rebate incentive will be available for certain improvement or renovations within this area.

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

Section 1. The Chairperson of the board be and is hereby authorized and directed to execute an Interlocal Agreement with the Butler County Board of County Commissioners, Unified School District #490, Unified School District #375, and City of El Dorado.

Section 2. This Resolution shall be in full force and effect upon its passage and approval by the Board of Trustees of Butler Community College.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Greg Joyce, Chairperson

\_\_\_\_\_  
Lora Jarvis, Secretary



**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE REGULAR BOARD MEETING  
4:30 p.m., Tuesday, October 8, 2019 – Grizzly Den**

**STAFF ATTENDANCE**

Tom Borrego	Lora Jarvis
Kim Krull	Esam Mohammad
Jessica Ohman	Bill Rinkenbaugh
Terry Sader	Shelley Stultz
Kent Williams	Lori Winningham
Bill young	Susan Bradley
Christina Byram	Loni Jensen
Lori Moshier	Kris Estes
Kerry Potter	

**BOARD ATTENDANCE**

Ken Bohon  
Eileen Dreiling  
Ron Engelbrecht  
Greg Joyce  
Doug Law  
Lance Lechtenberg

Not Present  
Jim Howell

**GUESTS**

Ed Keeley

**CALL TO ORDER**

Chair Joyce called the regular monthly meeting of the Board of Trustees to order at 4:30 p.m.

**EXECUTIVE SESSION**

Trustee Dreiling moved that the Board recess into executive session for consultation with legal counsel regarding confidential employee matters to include the Board, Dr. Kim Krull, Shelley Stultz, Ed Keeley, and via conference call Ray Connell with action to follow as appropriate.

The open meeting will resume here in the Grizzly Den in 45 minutes. Trustee Lechtenberg seconded. The motion passed unanimously.

The Board entered executive session at 4:31 p.m.

The Board returned to open session at 5:15 p.m.

**APPROVAL OF THE AGENDA**

Trustee Engelbrecht moved to approve the agenda as presented. Trustee Bohon seconded. The motion passed unanimously.

## **RECOGNITIONS**

- **Chris Franklin** – Outside the Field of Leadership Award from the Kansas Council for Workforce Education
- **Miles Erpelding** – Kansas Council for Workforce Education Excellence in Teaching Award
- **Apryl Nenortas & Lindsey Fields** – Published Editorial in the Journal of College Science Teaching
- **Kathy Gifford** – Five Star PTK Advisor
- **Kevin Lann-Teubner** – Completion of Masters Degree from Fort Hays State University
- **Mark Jaye** – Wichita Business Journal Innovation Award
- **Mark Jaye & Mel Whiteside** – ASE Program Standards
- **Kathy McCoskey & Susan Bradley** – Blog posted on Center for Analysis of Postsecondary Readiness Website
- **Sherry Watkins** – Adult Education & Family Literacy Act Fiscal Review
- **Michelle Ruder** – Chair, Kansas Consortium for Correctional Higher Education
- **Chair Greg Joyce** – October Birthday

## **PUBLIC COMMENT**

None

## **STANDING REPORTS**

Student Government Association – Gaby Guzman and other SGA officers were present and told the Board about their last Fun Friday with Butler IS where SGA paid for the students to bowl and IS gave away door prizes (gift cards and a pair of airpods). SGA has also set a goal to do more surveys and get a better idea of what students want and to get them more excited about activities. They have already completed 3 surveys including one on homecoming that had over 700 responses. For homecoming this year, they are doing a crowning of King & Queen as well as a pre-game party with games and activities.

They also surveyed students about a gaming system for BOA and purchased a new PS4 that will be installed tomorrow.

On October 19<sup>th</sup> they are also hosting a Parent/Family weekend and will have a pre-game dinner catered by Jimmy Johns with a t-shirt design chosen by students.

They just completed Mental Health Awareness week with PBL last week and had a variety of activities including puppies on campus and Nancy Hamm presenting about mental health strategies and a walk around campus to raise awareness.

Operational Staff – Dr. Krull read their report since no one was available to attend the meeting. The next Operational Staff meeting is October 17<sup>th</sup> in Andover. They are excited to have Esam from Research talk to us about how to access data.

“Where it is, how to get it, and what it means” – Accessing the most commonly needed institutional level data for filling forms, responding to questions, and planning things!

Their annual Thanksgiving day pie sale will begin November 1<sup>st</sup> – November 19<sup>th</sup>. They have Apple, Cherry, Pumpkin, Pecan Pies and Pumpkin Roll for sale. Apple, Cherry, Pumpkin are \$12 and Pumpkin Roll and Pecan Pie are \$15.

The Annual Christmas Craft show will be December 9<sup>th</sup> and 10<sup>th</sup> in the Art Gallery. Craft show features employees and their immediate family members.

All proceeds from fundraising events go towards book scholarship fund, cost of the welcome back tables, and hosting families in need for Christmas and charitable giving.

Professional Employees – Terry Sader reported that the professional employees are working diligently to matriculate the students along. He also reported that the association has had its strongest enrollment periods this fall. With recent retirements the association numbers were down, but they are past that now and the association is doing well.

Board Finance Committee – Did not meet this month

Foundation Board Report – Trustee Dreiling reported that she was very pleased with the Scholarship and Donor's Dinners recently and wanted to personally thank the faculty and staff who helped serve those dinners.

President's Report – President Krull reported that we had a great visit with the Kansas Supreme Court Justices the last two days. Yesterday (Monday, October 7<sup>th</sup>) the bar association hosted lunch on campus and then Justice Beier and Judge Satterfield visited with students and staff in the Clifford/Stone room. In the evening, about 400 people attended the evening session at El Dorado High School. This morning they hosted a breakfast with locally elected officials and then the Justices met briefly in the Dankert Board Room to review their cases.

President Krull also said that the KBOR data requests were coming along. The adult education information was submitted on September 30<sup>th</sup> and they have just wrapped up the Excel in CTE information and emailed it on Sunday. They will be finalizing the athletic information tomorrow as well. KACCT is putting all of the information together and once she has that she will share it with the Trustees.

IDD is Tuesday of next week with a full day of meetings and opportunities for breakout sessions put together mostly by the Faculty Development Team with some help from others.

This morning in Exec Council, there was discussion of bringing information to the Board next month about creating and implementing a Military Leave Policy. Under federal law, we are required to leave their positions open while they are away, but we do not currently have a policy in place for deployment or when they might be called up to serve. While the government does pay them for their time, it does not always match up

to what they were earning as a salary. We are looking at creating a policy that would pay the differential pay between what the military pays and what their potential salary would be.

Dr. Krull also shared sign examples with the Board about the Cherokee Trail Designation that will be put up around campus. They know that the Cherokee Trail crossed campus in two places – just to the North side of the Hubbard Welcome Center and a foot path that went almost directly through the center of the Ag building.

Education Facilities Authority Report – Chair Joyce mentioned the Authority met last week and that there were two things of significance for the Board. First, they are nearing the end of the original 10 year agreement for the sign and leases on the suites. They have developed a committee to study what they can bring which Trustee Howell has agreed to sit on.

Secondly, they are looking at reorganization because two of the long-time members will be leaving the Board after elections this year and will no longer be able to sit on the Board.

### **MONITORING REPORTS**

Advancement Division – Executive Director of the Foundation, Tom Borrego, presented the annual report for the Advancement Division.

Sabbatical Leave Report – Kris Estes provided a summary report of her Sabbatical from Spring 2019.

### **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**

Review of Policy & Procedure Revision Project – Shelley Stultz reported on the work being done to revise the current Employee Handbook which currently contains over 230 pages of policies, procedures, and general information about the College and the work environment. The current system of manually updating, managing, and disseminating these documents is inconsistent and labor intensive.

Research was conducted on approaches to policy creation, dissemination and support structures to streamline revision, communication and distribution of College policies and procedures.

**BOARD ACTION ITEMS** – None

### **CONSENT AGENDA**

Trustee Bohon moved to approve the consent agenda as presented. Trustee Lechtenberg seconded. The motion passed unanimously. The consent agenda included the following items:

- Approval of Minutes of the Regular Board Meeting of September 10, 2019

- Approval of Bills and Warrants for September 2019 in the amount of \$6,146,838.01 (includes Expenditure Approval List - \$3,376,517.48 and Payroll - \$2,770,320.53)
- Approval of payment of AACC Dues in the amount of \$11,738.00
- Approval of Converged Infrastructure, Data Warehousing, and Data Analytics in the amount of \$ 215,000.00
- Approval of the Consulting Agreement with Ellucian Company to configure and implement the NZPPAUL Integration Component in the Amount of \$18,360.00
- Approval of the 5000 Building Renovations for Classroom Technology in the Amount of \$100,342.59
- Approval of the Secretarial Center Production Printing Equipment Lease Rental in the amount of \$44,008.44
- Approval of the Renewal of Neopost DS75 Equipment Lease in the amount of \$22,229.40
- Approval of the Comprehensive Economic Impact Study in the amount of \$21,500.00
- Ratification of the Clinical Affiliation Agreement with Catholic Care Center
- Ratification of Concurrent Enrollment Partnership Agreements with USD 385 (Andover), USD 402 (Augusta), USD 205 (Bluestem), USD 397 (Centre), UD 284 (Chase County), USD 375 (Circle), USD 417 (Council Grove), USD 296 (Douglass), USD 490 (El Dorado), USD 389 (Eureka), USD 206 (Frederic-Remington), USD 266 (Maize/Maize South), USD 408 (Marion), USD 398 (Peabody-Burns), USD 394 (Rose Hill), and USD 481 (Rural Vista - White City)
- Ratification of the Kansas Consortium for Correctional Higher Education agreement
- Ratification of the Agreement for Services with IMA, Inc in the amount of \$80,000.00
- Ratification of Bridge Agreement with KBOR

**SUPPLEMENTAL INFORMATION**

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – Butler Financial Aid Office, Patty McFadden, and Department of the Navy

Board Calendars

<p><b>BOARD OF TRUSTEES CALENDAR OF ACTIVITIES</b>  <b>October 2019 – November 2019</b></p>
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<del>October Board Finance Committee</del> <b>Tour of 5000 Building Remodel</b>	Tuesday, October 8, 3:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>
<b>October Board Meeting</b>	Tuesday, October 8, 4:30 p.m. Grizzly Den, Andover 5000 Building	<b>ALL TRUSTEES</b>

<b>PTK Induction – Welcome</b>	<b>Sunday, October 27, 2:00 p.m.</b> <b>Gym</b>	<b>Eileen Dreiling</b>
<b>November Board Finance Committee</b>	Tuesday, November 12, 3:30 p.m. President’s Conference Room	<b>Ron Engelbrecht</b> <b>Lance Lechtenberg</b>
<b>November Board Meeting</b>	Tuesday, November 12, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

<b>2019-2020 Board Meeting Dates</b>
Tuesday, October 8, 2019 <b>Grizzly Den, BOA 5000</b>
Tuesday, November 12, 2019
Tuesday, December 10, 2019
Tuesday, January 14, 2020
Tuesday, February 11, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, March 10, 2020
Tuesday, April 14, 2020
Tuesday, May 12, 2020
Tuesday, June 9, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, July 14, 2020

<b><u>LOOKING AHEAD</u></b>		
<b>Dr. Krull Holiday Reception</b>	Monday, December 9, 5:00 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>December Board Finance Committee</b>	Tuesday, December 10, 3:30 p.m. President’s Conference Room	<b>Ron Engelbrecht</b> <b>Lance Lechtenberg</b>
<b>December Board Meeting</b>	Tuesday, December 10, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Employee Holiday Luncheon</b>	Thursday, December 12, 11:00 a.m. – 1:30 p.m. Clifford/Stone Room	
<b>January Board Finance Committee</b>	Tuesday, January 14, 3:30 p.m. President’s Conference Room	<b>Ron Engelbrecht</b> <b>Lance Lechtenberg</b>
<b>January Board Meeting</b>	Tuesday, January 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

### **Fall 2019 ACTIVITY CALENDAR**

Student Forums	Wed, October 9 BOA – 11:30 a.m. BOE – 6:00 p.m.
Volleyball v Dodge City (home)	Wed, October 9 @ 6:30 p.m.
Soccer v Coffeyville (away)	Wed, October 9 @ 7:00 p.m.
Fall Vocal Concert	Thur, October 10 @ 7:30 p.m.

<i>I've Got Rhythm</i>	Fri, October 11 @ 7:30 p.m. Sat, October 12 @ 2:00 & 7:30 p.m.
Volleyball v Garden City (home)	Fri, October 11 @ 6:30 p.m.
Second Saturday Training (BOA 5000)	Sat, October 12
Cross Country – Chili Pepper XC Festival Fayetteville, AR	Sat, October 12 @ 9:30 a.m.
Football v Air Force Prep (home)	Sat, October 12 @ 7:00 p.m.
Soccer v Neosho County (home)	Sun, October 13 @ 2:00 p.m.
Fall Break – COLLEGE CLOSED	Mon, October 14
Institutional Development Day (IDD) – NO CLASSES	Tue, October 15
Volleyball v Independence (away)	Wed, October 16 @ 6:30 p.m.
Cross Country – Ollie Isom Invitational El Dorado, KS (Wartick Ranch)	Fri, October 18 @ 4:00 p.m.
Volleyball v Pratt (home)	Fri, October 18 @ 6:30 p.m.
Soccer v Allen County (home)	Sat, October 19 @ 2:00 p.m.
Football v Fort Scott (home)	Sat, October 19 @ 7:00 p.m.
Employee Forums	Mon, October 21 BOA – 11:30 a.m. BOE – 2:00 p.m.
Volleyball v Barton (away)	Mon, October 21 @ 6:30 p.m.
Volleyball v Hutchinson (away)	Wed, October 23 @ 6:30 p.m.
Soccer Region VI Quarterfinals	Thur, October 24 - TBA
Cross Country – Region VI Championships Iola, KS	Sat, October 26 @ 10:00 a.m.
Football v Ellsworth (Iowa) (away)	Sat, October 26 @ 7:00 p.m.
Spring Enrollment Begins	Mon, October 28
Volleyball v Neosho County (home)	Mon, October 28 @ 6:30 p.m.
Volleyball v Cowley County (home)	Fri, November 1 @ 6:30 p.m.
Women's Bball v Kirkwood Comm College (State Fair Classic – Sedalia, MO)	Fri, November 1 - TBA
Women's Bball v State Fair Comm College (State Fair Classic – Sedalia, MO)	Sat, November 2 - TBA
Football v Iowa Western (away)	Sat, November 2 @ 1:00 p.m.
Women's Bball v Bethany College JV (home)	Sat, November 2 @ 5:30 p.m.
Men's Bball v Kansas Wesleyan JV (home)	Sat, November 2 @ 7:00 p.m.
Men's Bball v Iowa Western (away)	Tues, November 5 @ 7:30 p.m.
Women's Bball v Jacksonville College (Midland Classic – Midland, TX)	Thur, November 7 - TBA
E.B. White Gallery of Art Kamela Eaton Exhibit Reception	November 8 – December 6  Thur, December 5 @ 6:00 p.m.
Men's Bball v Nationwide Prep (Hesston Classic @ Hesston, KS)	Fri, November 8 - TBA
Women's Bball v Midland College (Midland Classic – Midland, TX)	Fri, November 8 - TBA



Second Saturday Training	Sat, November 9
Celebration of Freedom Parade Downtown El Dorado	Sat, November 9 @ 11:00 a.m.
Cross Country – NJCAA Championships Albuquerque, NM	Sat, November 9 @ 11:00 a.m.
Football v Garden City (home)	Sat, November 9 @ 7:00 p.m.
Women’s Bball v Air Force Prep (Midland Classic – Midland, TX)	Sat, November 9 - TBA
Men’s Bball v Louisiana Prep (Hesston Classic @ Hesston, KS)	Sat, November 9 - TBA
Celebration of Freedom Concert USD 490 Performing Arts Center	Sun, November 10 @ 7:00 p.m.
Student Forums	Mon, November 11 BOA – 11:30 a.m. BOE – 6:00 p.m.
Women’s Bball v Bethel College JV (home)	Tue, November 12 @ 5:30 p.m.
Men’s Bball v McPherson College JV (home)	Tue, November 12 @ 7:00 p.m.
Employee Forums	Thur, November 14 BOA – 11:30 a.m. BOE – 2:00 p.m.
Women’s Bball v Tabor College JV (home)	Thur, November 14 @ 5:30 p.m.
Men’s Bball v Moberly Area Comm College (State Fair Classic @ Sedalia, MO)	Fri, November 15 - TBA
Men’s Bball v State Fair Comm College (State Fair Classic @ Sedalia, MO)	Sat, November 16 - TBA
Foundation Board of Dir. Meeting	Tue, November 19 @ 4:00 p.m.
Women’s Bball v Northern OK College – Enid (home)	Tue, November 19 @ 5:30 p.m.
Men’s Bball v Iowa Western (home)	Tue, November 19 @ 7:00 p.m.
Theatre <i>The Tragical History of Doctor Faustus</i>	Thur, November 21 @ 7:30 p.m. Fri, November 22 @ 7:30 p.m. Sat, November 23 @ 2:00 & 7:30 p.m.
Women’s Bball v Northern OK College – Enid (away)	Fri, November 22 - TBA
Men’s Bball v Bethany College JV (away)	Fri, November 22 @ 7:00 p.m.
High School Show Choir Festival Performance	Mon, November 25 @ 7:00 p.m.
Thanksgiving Break – COLLEGE CLOSED	November 27-29
Basketball v Seward County (away)	Wed, November 27 Women – TBA Men @ 7:30 p.m.
Women’s Bball v Colby (away)	Sat, November 30 - TBA
Men’s Bball v Colby (away)	Sat, November 30 @ 5:00 p.m.
Summer Enrollment Begins	Mon, December 2
Woodwind Recital E.B. White Gallery of Art	Mon, December 2 @ 7:30 p.m.
Brass & Percussion Recital Hubbard Welcome Center	Tues, December 3 @ 7:30 p.m.

Basketball v Dodge City (home)	Wed, December 4 Women @ 5:30 p.m. Men @ 7:30 p.m.
Dance Showcase	Thur, December 5 @ 7:30 p.m.
KACCT Quarterly Meeting Johnson County Community College	Fri & Sat, December 6 & 7
Basketball v Hutchinson (home)	Sat, December 7 Women @ 1:00 p.m. Men @ 3:00 p.m.
Dr. Krull Holiday Reception	Mon, December 9 @ 5:00 p.m.
Finals Week	December 9-13
Spirit of the Season Free Holiday Concert Century II	Tues, December 10 @ 7:30 p.m.
Basketball v NW Ks Technical College (away)	Wed, December 11 Women – TBA Men @ 7:30 p.m.
Employee Holiday Luncheon	Thur, December 12
Nurses Pinning	Thur, December 12 @ 7:00 p.m.
Fall Semester Ends	Fri, December 13
Winter Break – COLLEGE CLOSED	December 23-January 1
Basketball v Barton (home)	Sat, January 4 Women @ 1:00 p.m. Men @ 3:00 p.m.
Spring Intersession Begins	Mon, January 6
Basketball v Pratt (home)	Wed, January 8 Women @ 5:30 Men @ 7:30 p.m.
New Adjunct Orientation (BOA 5000)	Sat, January 11
Basketball v Garden City (away)	Sat, January 11 Women - TBA Men @ 4:00 p.m.
Professional Development Days (PDD)	January 13-17
Basketball v Cloud County (away)	Mon, January 13 Women @ 6:00 p.m. Men @ 8:00 p.m.
Basketball v Allen County (home)	Wed, January 15 Women @ 5:30 p.m. Men @ 7:30 p.m.
Spring Intersession Ends	Fri, January 17
New Adjunct Orientation (BOA 5000)	Sat, January 18
Basketball v Independence (away)	Sat, January 18 - TBA
Martin Luther King, Jr. Holiday – COLLEGE CLOSED	Mon, January 20
Spring Semester Begins	Tue, January 21

Basketball v Neosho County (away)	Wed, January 22 Women @ 5:30 p.m. Men @ 7:30 p.m.
E.B. White Gallery of Art Anthony Marshall Exhibit Reception	January 24 – February 27  Thur, January 30 @ 6:00 p.m.
Music Theatre Choral Festival	Wed, January 29 9:00 a.m. – 3:30 p.m.
Basketball v Cowley County (away)	Wed, January 29 Women – TBA Men @ 7:30 p.m.
Basketball v Coffeyville (home)	Sat, February 1 Women @ 1:00 p.m. Men @ 3:00 p.m.
Student Forums	Wed, February 5 BOA – 11:30 a.m. BOE – 6:00 p.m.
Basketball v Cloud County (home)	Wed, February 5 Women @ 5:30 p.m. Men @ 7:30 p.m.
Second Saturday Training (BOA 5000)	Sat, February 8
Basketball v Allen County (away)	Sat, February 8 Women – TBA Men @ 4:00 p.m.
Basketball v Independence (away)	Mon, February 10 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Neosho County (away)	Wed, February 12 Women – TBA Men @ 7:30 p.m.
Employee Forums	Thur, February 13 BOA – 11:30 a.m. BOE – 2:00 p.m.
Spring Census Day (20 <sup>th</sup> Day)	Mon, February 17
Foundation Board of Dir. Meeting	Tue, February 18 @ 4:00 p.m.
Basketball v Cowley County (away)	Wed, February 19 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Coffeyville (away)	Sat, February 22 Women – TBA Men @ 7:00 p.m.
Children's Theatre <i>Uniquely Frank: An Alvin the Alligator Story</i>	Sat, February 22 @ 2:00 p.m.
Butler Kids' Show Choir Spectacular	Sat, February 22 @ 6:30 p.m.
Men's Basketball Region VI First Round	Wed, February 26 - TBA

Student Forums	Mon, March 2 BOA – 11:30 a.m. BOE – 6:00 p.m.
Vocal Concert <i>I've Got Music!</i>	Thur, March 5 @ 7:30 p.m. Fri, March 6 @ 7:30 p.m. Sat, March 7 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Kevin Kelly Exhibit Reception	March 5 – April 8  Thur, March 26 @ 6:00 p.m.
Butler Benefit Auction	Fri, March 6 @ 6:00 p.m.
PTK Luncheon & KACCT Quarterly Meeting Ramada Topeka Downtown	Thur, March 12
Spring Break – NO CLASSES	March 16-20
Employee Forums	Wed, March 25 BOA – 11:30 a.m. BOE – 2:00 p.m.
Institutional Development Day (IDD) – NO CLASSES	Thur, April 9
Good Friday – COLLEGE CLOSED	Fri, April 10
Student Forums	Thur, April 16 BOA – 11:30 a.m. BOE – 6:00 p.m.
Theatre <i>The Servant of Two Masters</i>	Thur, April 16 @ 7:30 p.m. Fri, April 17 @ 7:30 p.m. Sat, April 17 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Student Art Show Awards & Reception	April 17 – May 2  Fri, April 17 @ 6:00 p.m.
Employee Forums	Mon, April 20 BOA – 11:30 a.m. BOE – 2:00 p.m.
Spring Instrumental Concert	Fri, April 24 @ 7:30 p.m. Sat, April 25 @ 7:30 p.m.
Spring Vocal Concert <i>I've Got My Friends!</i>	Thur, April 30 @ 7:30 p.m. Fri, May 1 @ 7:30 p.m. Sat, May 2 @ 2:00 & 7:30 p.m.
Woodwind Recital	Mon, May 4 @ 7:30 p.m.
Brass Recital	Tues, May 5 @ 7:30 p.m.
Percussion Recital	Wed, May 6 @ 7:30 p.m.
Dance Showcase	Thur, May 7 @ 7:30 p.m.
Finals Week	May 11-15
E.B. White Gallery of Art Student Art Sale	Tues, May 12, 10:00 a.m. – 4:00 p.m.
Nurses Pinning	Thur, May 14 @ 7:00 p.m.
Fall Semester Ends	Fri, May 15
Order of the Purple	Fri, May 15 TBD
Commencement	Fri, May 15 TBD

Summer Semester Begins	Mon, May 18
Foundation Board of Dir. Meeting	Tue, May 19 @ 4:00 p.m.
Commencement Thank You Picnic Lunch	Wed, May 20 @ 11:30 a.m.
Memorial Day – COLLEGE CLOSED	Mon, May 25
Circle of Gold Society Luncheon	Fri, June 19 @ 11:30 a.m.
Independence Day (Observed) – COLLEGE CLOSED	Fri, July 3
Summer Classes End	Fri, July 24

**ADJOURNMENT**

Trustee Lechtenberg moved that the Board meeting be adjourned. Trustee Dreiling seconded. The motion passed unanimously. The regular meeting of October 8, 2019 was adjourned at 6:05 p.m.

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Jim Howell – Secretary

<b>BILLS AND WARRANTS</b>
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**TOPIC for ACTION**

**REPORT:**

Bills and Warrants for October 2019 - \$4,710,883.59 (includes Expenditure Approval List - \$1,971,510.03 and Payroll - \$2,739,373.56).

**RECOMMENDED ACTION:**

Approval of October 2019 bills and warrants.

**RECOMMENDED FUNDING SOURCE:**

Submitted by:	Sariah Wilson
Supervisor:	Yolanda Hackler
Date:	November 5, 2019

## **BIDS AND PURCHASES**

### **TOPIC for Action**

Digital Transformation Recommendation – Wireless Infrastructure 5000 Building  
(Wireless Infrastructure – 5000 Building)

#### **REPORT:**

Through a Capital Mill Levy the Butler Community College Board of Trustees has provided the college with the ability to take the next steps forward to create a digital infrastructure to meet the current and future teaching and learning and digital safety and security needs of our students, faculty and staff. Butler is implementing a series of integrated information technology projects that will result in a Digital Transformation for the college.

During the winter of 2016, Butler Community College approved and purchased a new Border to Border wireless environment and network infrastructure that impacted all campuses. Since this purchase, the 5000 building will be expanding its foot print as it moves resources from the 6000 building to the 5000 building. Infrastructure Services has worked extensively with both Aruba Networks and CDWG to meet the 5000 building renovation requirements for the additional wireless and network infrastructure. CDWG has been Butler's most competitive and trusted partner in meeting Butler's Technology needs. Infrastructure Services recommends the purchase of additional wireless and network infrastructure from CDWG for \$24,221.44.  
Infrastructure Services

#### **RECOMMENDED ACTION:**

Recommend the ratification of the purchase of wireless and network infrastructure from CDWG for the amount \$24,221.44

#### **RECOMMENDED FUNDING SOURCE:**

Capital Mill Levy

Submitted by: Bill Young, Vice President of Digital Transformation / CIO

Supervisor: Dr. Kim Krull

Date:

# QUOTE CONFIRMATION



DEAR CHRISTINA BYRAM,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KXRV535	10/8/2019	KXRV535	0345781	\$24,221.44

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HPE Aruba AP-315 - wireless access point</a> Mfg. Part #: JW797A UNSPSC: 43223108 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	34	4368418	\$317.00	\$10,778.00
<a href="#">HPE Aruba network device wall / ceiling mount kit</a> Mfg. Part #: JW047A UNSPSC: 31162313 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	20	4360927	\$8.00	\$160.00
<a href="#">HPE Aruba AP-325 - wireless access point</a> Mfg. Part #: JW186A UNSPSC: 43223108 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	4	4361008	\$444.00	\$1,776.00
<a href="#">HPE Aruba AP-220-MNT-W1 - network device mounting kit</a> Mfg. Part #: JW046A UNSPSC: 31162313 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	20	4360926	\$7.97	\$159.40
<a href="#">HPE Aruba AP-365 (US) - wireless access point</a> Mfg. Part #: IX967A UNSPSC: 43223108 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	3	4440069	\$412.37	\$1,237.11
<a href="#">HPE Aruba - power supply - hot-plug / redundant - 350 Watt</a> Mfg. Part #: JW657A UNSPSC: 39121004 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	4	4361256	\$158.00	\$632.00
<a href="#">HPE Aruba power cable - 6 ft</a> Mfg. Part #: JW124A UNSPSC: 26121636 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	4	4360984	\$1.59	\$6.36
<a href="#">HPE Aruba Enterprise License Bundle - license - 1 access point</a> Mfg. Part #: JW471AAE UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	45	4361170	\$96.00	\$4,320.00
<a href="#">HPE Intelligent Management Center Standard and Enterprise - license - 50 ad</a>	1	4522079	\$1,024.00	\$1,024.00



QUOTE DETAILS (CONT.)				
Mfg. Part #: JH714AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)				
<a href="#">SAMSUNG TECHWIN SBP-300KM - camera mounting adapter</a>	3	3336793	\$47.19	\$141.57
Mfg. Part #: SBP-300KM UNSPSC: 45121518 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)				
<a href="#">HPE - expansion module</a>	2	4361382	\$1,650.00	\$3,300.00
Mfg. Part #: J9993A UNSPSC: 43201404 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)				
<a href="#">HPE Foundation Care Software Support 24x7 - technical support - for HPE InT</a>	1	4584135	\$687.00	\$687.00
Mfg. Part #: H6RQ4E UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)				

PURCHASER BILLING INFO		SUBTOTAL	\$24,221.44
<b>Billing Address:</b> BUTLER COUNTY COMMUNITY COLLEGE FINANCE OFFICE 901 S HAVERHILL RD EL DORADO, KS 67042-3280 <b>Phone:</b> (316) 321-2222 <b>Payment Terms:</b> NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		<b>GRAND TOTAL</b>	<b>\$24,221.44</b>
		<b>DELIVER TO</b> <b>Shipping Address:</b> BUTLER COUNTY COMMUNITY COLLEGE FINANCE OFFICE 901 S HAVERHILL RD EL DORADO, KS 67042-3280 <b>Phone:</b> (316) 321-2222 <b>Shipping Method:</b> DROP SHIP-GROUND	

Need Assistance? CDW+G SALES CONTACT INFORMATION

	Dave Walczak		(877) 493-1102		davewal@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
 © 2019 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**Topic for Action**  
**Commercial Mowing, Edging, and Trimming Services**

**REPORT:**

The Eldorado Campus Grounds mowing and trimming service contract will end December 31, 2019. Facilities Management sent a request for a proposal to area mowing service contractors. The contract will be for the next three years and will begin January 1, 2020 and end in December 31, 2023. The contract includes mowing approximately 23 acres once a week for 28 weeks per season. Additional services: cleaning all grass clippings from sidewalks and walkways; edging sidewalks, driveways, curbs, and other concrete or asphalt edges in approved areas; and four cleanups of plant beds during each year, which includes trimming trees, shrubs, and weed maintenance.

The invited contractors and the total bids are listed below:

A Cut Above Andover, Kansas	\$43,200.00 and remains the same for each year
Milt's Mowing Service Eldorado, Kansas	\$60,000.00 and increases each year
Midwest Turf Eldorado, Kansas	\$78,000.00 and increases each year
The Grounds Guys Eldorado, Kansas	\$71,433.24 and increases each year
Superior Landscape Management Wichita, Kansas	No bid
Pier Point Lawn and Landscape Wichita, Kansas	No bid
Premier Landscape Andover, Kansas	No bid

Three reference checks were completed for A Cut Above and all references provided a good recommendation.

**RECOMMENDED ACTION:**

Approve the bid from A Cut Above in the amount of \$43,200.00.

**RECOMMENDED FUNDING SOURCE:**

General Operating Funds

Submitted by: Lynn Umholtz  
Supervisor: Kent Williams  
Date: November 12, 2019

**A Cut Above**  
 2332 N Lakeview CT  
 Andover, KS 67002  
 316-618-6303  
 acutabovewichita@gmail.com



## Estimate

**ADDRESS**  
 Butler Community College

**ESTIMATE #** 1078  
**DATE** 10/09/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/09/2019	<b>General Labor</b>	<p>MOWING, weed eating, edging, and blowing off Butler CC grounds            Mowing Grounds. Grass shall be cut on approximately 23 acres of improved grounds once a week and approximately 28 visits per season. Grass clippings shall be removed or mulched when visible after mowing. Contractor shall maintain the growth of grass height on improved grounds between 1 to 4 inches depending upon the type of grass.            The height is a guideline for a neat and professional appearance. Clean all grass clippings from sidewalks and walkways. All improved grounds shall look well-manicured at all times.            EDGING. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the improved grounds areas shall be edged at least every other mowing. Edging shall include chemical spraying of vegetation from cracks in sidewalks, driveways, and curbs once in May and once in August.            TRIMMING. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders, and other fixed obstacles. Trimming height shall match surrounding area grass</p>	28	1,450.00	40,600.00

Please make checks payable to Jarvis holdings LLC

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		heights. All areas shall be trimmed concurrent with mowing. Damage to trees and shrubs from trimming shall be repaired by the contractor. If a plant should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of same size and type.			
10/09/2019	General Labor	Maintain Bedding and Planted Areas. Landscaping crews will conduct four major bed cleanups. Cleanup of beds will include pruning, pulling weeds, adding mulch, and removing dead vegetation. This will be done throughout the campus on each scheduled visit. Cleanup of landscape beds will be completed in April, May, June, and August. Replacement of identified dead plants or trees shall be owner's responsibility. All weeds shall be removed or eradicated manually, mechanically or chemically. Butler Community College will provide all mulch. Fertilization will be completed by Butler Community College.	4	650.00	2,600.00

Thank you for this opportunity, we will make sure to do best job a company can do by making this campus look in premium shape at all times. You will not regret going with A Cut Above.

TOTAL

**\$43,200.00**

Accepted By

Accepted Date

Please make checks payable to Jarvis holdings LLC



# MIDWEST TURF

BILL BARNES  
1975 JAMAICA  
EL DORADO, KS 67042

OFFICE 316-321-3094

BILL'S CELL 316-323-2397

TYLER'S CELL 316-621-0806

BUTLER COMMUNITY COLLEGE  
ATTN: YOLANDA HACKLER  
901 S. HAVERHILL RD  
EL DORADO, KS 67042

DATE: 10-18-19

## \*\*\*\*\*JOB PROPOSAL\*\*\*\*\*

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### DESCRIPTION

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COMMERCIAL MOWING, EDGING, AND TRIMMING SERVICES  
FOR  
BUTLER COMMUNITY COLLEGE

--MOWING AND TRIMMING WEEKLY

--EDGING AT LEAST EVERY OTHER WEEK

--FOUR MAJOR LANDSCAPE BED CLEANUPS TO BE COMPLETED APRIL,  
MAY, JUNE, AND AUGUST

-SHRUB, PLANT, AND FLOWER MAINTENANCE

-MULCH MAINTENANCE

-WEED ERADICATION FROM LANDSCAPE

-WEED ERADICATION FROM CRACKS

CONTRACT TO BE MADE IN 12 MONTHLY PAYMENTS ANNUALLY

<b>2020</b>	
MONTHLY PAYMENTS	\$6,500.00
TOTAL	\$78,000.00

<b>2021</b>	
MONTHLY PAYMENTS	\$6,650.00
TOTAL	\$79,800.00

<b>2022</b>	
MONTHLY PAYMENTS	\$6,800.00
TOTAL	\$81,600.00

THANK YOU



# Service Proposal

## The Grounds Guys Of East Wichita

**Client Name:** Butler Community College  
**Project Name:** 901 S Haverhill Rd Mowing Contract  
**Jobsite Address:** 901 S Haverhill Rd El Dorado, KS 67042      **Billing Address:** 901 S Haverhill Rd El Dorado, KS 67042  
**Estimate ID:** EST764530  
**Date:** Oct 04, 2019

The Grounds Guys always commits to having 100% compliance from our uniformed employees to branded trucks on campus.

The Grounds Guys employees will have green pants, a gold shirt, and optional gold or green hats at all times when on Butler property. All uniforms have the company logo. The Grounds Guys commits to being 100% transparent and accountable to our weekly service commitments. The Grounds Guys uses GPS enabled tracking devices in our service trucks.

Therefore, an email will be sent automatically when our service truck arrives and departs your property each week. We simply will need the email for where you want these notifications sent. The Grounds Guys commits to the appropriate time management in our customer load. What this means is that we select the appropriate number of customers to service properly throughout the entire season. We also commit to being available by phone, email, or in person upon request should there be an issue to address or other requests as needed.

This is a 3-year contract and will be continued through January 1st, 2023 with a 1.5% increase every January 1st. The Grounds Guys may terminate the contract for nonpayment of services. Butler Community College may terminate the contract for services not performed.

On January 1st, 2020 the monthly payment would be \$5,952.77

On January 1st, 2021 the monthly payment would be \$6,042.40 from a 1.5% increase and contract total of \$72,508.91

On January 1st, 2022 the monthly payment would be \$6,133.04 from a 1.5% increase and contract total of \$73,596.54

Please check the 'Approved' box beside all services you wish included in your seasonal service package.

Approved?	Service Description	Seasonal Price
<input type="checkbox"/>	<b>Mowing, Trimming, Blowing</b>  Mowing, string trimming, and blowing of entire college campus. Mowing will commence on each Thursday unless inclement weather is present. In these circumstances, Friday or Saturday may be utilized to complete weekly commitment. This weekly service includes use of Walker mowers in finish cut areas such as the welcome center. Larger or unfinished areas will be mowed with commercial zero turn mowers. Cross cutting and striping will be implemented where practical. Mowing height will change with the season to be an appropriate height to maintain a clean, healthy turf appearance. Hard surfaces will be blown clean of debris on each visit.  This service does not include the South end of the campus by the maintenance building and tennis courts. This does include the bio swell areas.	<b>\$49,140.00</b>

Contractor Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

PO Box 1251      p. 3167688217      email: jeffbaker@groundsguys.com  
 El Dorado, Kansas 67042  
 901 S Haverhill Rd Mowing Contract [EST764530]      Page 1 of 2



- Edging Only Visits** **\$10,206.00**  
 Property will be edged every other visit as requested by facilities management. Edging will be conducted with a stick edger and NOT a weed eater. Edging may be rescheduled if areas are muddy from recent rains. Edging when turf is wet creates piles of mud on the concrete that is hard to clean off. Our crew leads are familiar on when and when not to edge. This situation usually occurs once or twice a year, but is overall uncommon.
- Pruning Shrubs** **\$8,764.20**  
 Pruning of shrubs will be conducted on four visits to the campus in April, May, June, and August. Crews will move throughout the campus pruning and shaping shrubs both mechanically and manually. Grasses will be cut back on the first visit if they have not been cut previously. Throughout the remainder of the season most shrubs will be shaped, and some may be pruned back that have excessive growth. Grasses will not be cut back to the ground, but rather a height approximately 2 to 3 feet. Debris will be removed, mulch fluffed, and all debris will be hauled and disposed of. These pruning visits are based upon a full day of work by our landscaping crew.
- Mulch Install** **\$1,620.00**  
 Installation of mulch one time in the spring every year at the direction of staff. Mulch will be provided by the college, and The Grounds Guys will install mulch throughout the campus bedding areas.
- Sidewalk Crack Treatments** **\$1,703.02**  
 Once in May, and once in August, a chemical technician will spray cracks throughout campus that have vegetation growing. Technician will use a backpack with wand sprayer on these visits.
- Seasonal Package (all services)** **12 payments of \$5,952.77**  
 Includes all of the services as described above. Price does not include applicable taxes.

Estimate authorized by: \_\_\_\_\_ Estimate approved by: \_\_\_\_\_  
Company Representative Customer Representative  
 Signature Date: \_\_\_\_\_ Signature Date: \_\_\_\_\_

\*Prices shown do not include tax. Applicable taxes will be added to invoice(s).

Contractor Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

PO Box 1251  
 El Dorado, Kansas 67042  
 901 S Havenhill Rd Mowing Contract [EST764530]

p. 3167688217

email: jeffbaker@groundsguys.com  
 Page 2 of 2

## **RATIFICATION OF AGREEMENTS AND CONTRACTS**

### **TOPIC for ACTION Flywire Agreement**

#### **REPORT:**

Butler is contracted with Flywire to provide international payment services at no cost. Additionally, Flywire offers a pre-collections service, ARCollect, through its Flywire Managed Services. This will assist Butler with its collection efforts for all delinquent accounts, prior to sending them to outside collections. This service provides students the ability to enter into flexible repayment contracts via a link on their phone or email, without having to call or meet with an Accounts Receivable representative. A \$30 payment plan setup fee and insufficient funds fees, if necessary, will be paid by the student directly to Flywire. ARCollect includes management dashboards to allow Butler to better manage delinquent accounts and will automate the submission of accounts to outside collections when that becomes necessary. These easier options and improved account management will improve the repayment response of students, reducing the need to send them to outside collections, reducing collection cost fees, and improving the ability to retain these Butler students.

#### **RECOMMENDED ACTION:**

The Board ratify the addendum to Butler's current Flywire contract to add Flywire Managed Services ARCollect pre-collections product. Butler's subscription cost is \$395 monthly. Additional, nominal, card transaction fees and bank transaction fees for ACH and returned items will apply.

#### **RECOMMENDED FUNDING SOURCE:**

General fund.

Submitted by: Donnie Mercer, Director, Accounts Receivable  
Supervisor: Dr. Jessica Ohman, Associate Vice President, Student Services  
Date: October 21, 2019

FIRST AMENDMENT TO THE INTERNATIONAL PAYMENT PROCESSING AGREEMENT

THIS FIRST AMENDMENT TO THE INTERNATIONAL PAYMENT PROCESSING AGREEMENT ("First Amendment") is made and entered into as of the date of the last signature below ("Amendment Effective Date"), by and between Flywire Payments Corporation, with offices located at 141 Tremont Street, 10<sup>th</sup> Floor, Boston, MA 02111, ("Flywire"), and **Butler Community College**, an institution of higher education located at 901 South Haverhill Road, El Dorado, KS 67042 ("Client").

RECITALS

WHEREAS, Flywire and Client entered into the International Payment Processing Agreement originally on August 18, 2017 (the "Original Agreement") to contract for the Services, hereinafter referred to as the Flywire Cross-Border Processing Services, as outlined in the Original Agreement; and

WHEREAS, pursuant to Section 2.6 of the Original Agreement, Flywire and Client have agreed to amend the Original Agreement to provide the Flywire Managed Services (as hereinafter defined) as part of the Services.

AGREEMENTS:

NOW, THEREFORE, in furtherance of the Original Agreement, Flywire and Client intending to be legally bound hereby, agree to the following:

1. **Use of Terms; Conflict** Any capitalized terms used herein and not otherwise defined herein shall have such meanings assigned to them in the Original Agreement. The Parties hereby agree that in the event of conflict between the terms and conditions of the Original Agreement or any attachments, exhibits, or addenda thereto and this First Amendment, the terms and conditions of this First Amendment shall control, but only to the extent necessary to resolve such conflict.
2. **Section 1.4 is amended by adding the following at the end thereof:**  
  
The Services shall also include the Flywire Managed Services as defined in Section 2 of the Agreement.
3. **Section 1 is further amended by adding the following definitions:**
  - 1.8 **Billing Communication** shall mean communications to Qualified Persons and FMS Users on behalf of Client regarding invoices and accounts due, payment plans and other matters as specified by Client and utilizing Client Data.
  - 1.9 **Client Data** means all data or information (including without limitation, Documents and FMS User Information) provided by Client to Flywire in connection with the Flywire Managed Services.
  - 1.10 **FMS Data** shall mean all data and/or information provided by Flywire pursuant to the Flywire Managed Services.
  - 1.11 **FMS Service Platform** is the website, computer networks, servers, APIs and other data and information provided or made available by Flywire to enable Client to establish payment plans with FMS Users.
  - 1.12 **FMS User** is a Qualified Person who creates an account and/or makes payments to Client pursuant to the Flywire Managed Services.
  - 1.13 **FMS User Information** shall mean information, including personally identifiable information, of an FMS User that Client may share with Flywire or that an FMS User may provide to Flywire.
  - 1.14 **Qualified Person** is an individual Client consumer who has been qualified to access and use the Flywire Managed Services on behalf of Client in accordance with the terms of this Agreement.
  - 1.15 **Terms of Use** shall mean the Terms of Service subject to which Flywire shall make the Services available to Client's Qualified Persons, FMS Users, and Payers, pursuant to which FMS Users shall agree to utilize the Flywire Managed Service.

1.16 *Print Materials* shall mean stock paper, envelopes, business forms, inserts and other raw materials necessary to produce and deliver printed Billing Communications.

4. **Subsection 2.1 is amended by inserting the following new subsections immediately following subsection 2.1:**

2.1.1 *Flywire Managed Services.* Subject to the terms of this Agreement, Flywire shall utilize its proprietary software and technology, including its FMS Service Platform, to customize as necessary and implement a system utilizing Client Data to provide the following service (the "Flywire Managed Services"): (i) identify Qualified Persons, (ii) produce and send Billing Communications on behalf of Client to Qualified Persons and FMS Users and if applicable, other Client consumers, and (iii) provide for online bill payment on behalf of Client to FMS Users. Flywire grants to Client, its Qualified Persons and FMS Users a limited, non-exclusive right during the Term to access and use the Flywire Managed Services in the manner permitted by this Agreement and the User ToS. No rights are granted to Client, its Qualified Persons or FMS Users other than those expressly set forth in this Agreement. Notwithstanding anything in this Agreement to the contrary, Client may not with respect to the Flywire Managed Services: (A) allow access or use by anyone other than its Qualified Persons and FMS Users; (B) send information on behalf of a third party; (C) store or transmit material that is infringing, libelous, otherwise unlawful or tortious, or that violates third party privacy rights; (D) provide identification, password, or other information of it or its FMS Users to any service that, as determined by Flywire in its sole discretion, scrapes, crawls, data-mines, or otherwise uses such information; (E) interfere with or disrupt the integrity or performance thereof or any or third party data contained therein; (F) attempt to gain unauthorized access; (G) store or transmit any malicious code (e.g. time bomb, automatic shut-down, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door); (H) through the Flywire Managed Services, post or distribute any updates, advertisements, or other information or send any information that denigrates, or discourages use of the Flywire Managed Services, or promotes or solicits the use of services that are an alternative to or compete with Flywire Managed Services (whether Client's or a third party's); (I) reproduce, reverse engineer, distribute, publish, transmit, modify, adapt, translate, sell, resell, rent, lease, license, or otherwise commercially exploit them or any part thereof; (J) copy, frame, or mirror any part or content thereof (other than copying or framing on Client's own internal networks or otherwise for Client's own internal business purposes); or (K) access it in order to build a competitive product or service or copy any features, functions, or graphics thereof.

2.1.2 *Material Inventory.* Flywire shall purchase and warehouse Print Materials in quantities reasonably to meet Client's requirements hereunder, but not in excess of a six (6) month's supply without Client's prior written consent. Upon termination of this Agreement for any reason, then upon Client's direction, and at Client's sole cost and expense, Flywire shall deliver any Print Materials remaining in inventory to a location reasonably designated by Client.

2.1.3 *Billing Communications.* Flywire shall process billing-related Client Data received from Client in electronic format, subject to such specifications as the parties shall agree from time to time, provided that any change to the format in which Client transmits such data shall be submitted to Flywire in writing and subject to Flywire's prior written approval. Flywire shall not be responsible for any delays resulting from Client's failure to submit data in the specified format. In the event Flywire is unable to process any data received from Client in the specified format, Flywire shall notify Client within twelve (12) business hours and shall use commercially reasonable efforts to resolve any such rejected data as soon as reasonably practicable. Subject to the foregoing, Flywire shall process such Client Data and produce and deliver (or make accessible) Billing Communications to Qualified Persons and FMS Users, and if applicable, other Client consumers, either electronically or in printed form deposited in the U.S. mail, as the case may be, (i) by the next business day with respect to data received by 11:00am EST on any business day and (ii) by the second business day with respect to data received after 11:00am EST on any business day.

2.1.4 *Flywire Responsibilities Regarding the Flywire Managed Services.* Flywire agrees that it is solely responsible for: (i) the accuracy, quality, integrity, and legality of FMS Service Data; (ii) using commercially reasonable efforts to prevent unauthorized access to or use of the Flywire Managed Services, (iii) providing the Flywire Managed Services in accordance with the terms of this Agreement; and (iv) complying with applicable laws and regulations with respect to its provision of the Flywire Managed Services to Client, its Qualified Persons and FMS Users, except to the extent Flywire acts pursuant to the direction of, or relies on approval from Client, including, for example, with respect to

the methodology for calculating "annual percentage rate" and the presentation of disclosures pursuant to the Truth In Lending Act of 1968, as amended.

5. **Subsection 2.2 is amended by inserting the following new subsections immediately following subsection 2.2:**

2.2.1 *FMS User; Account Security.* Each FMS User shall have a unique username and password which shall be provided to Flywire either by each FMS User during the registration process or by Client. Client shall maintain the security of the usernames and passwords it provides to Flywire. Client will promptly notify Flywire if Client discovers or otherwise suspects any security breaches with respect to its FMS Users, including any unauthorized use or disclosure of a username or password. Client understands that any person with the usernames and passwords of its FMS Users may be able to access the Flywire Managed Services, including Client Data and other Confidential Information.

2.2.2 *Client's Responsibilities.* Client agrees that it is solely responsible for: (i) its compliance with the terms of this Agreement and all actions and omissions of Client, under this Agreement; (ii) transmission of Client Data to Flywire in the agreed upon electronic format; (iii) the accuracy, quality, integrity, and legality of Client Data; and (iv) complying with all applicable laws and regulations with respect to its use of the Flywire Managed Services.

2.2.3 *Terms of Use.* Each FMS User's use of the Flywire Managed Services shall be conditioned on acceptance of, and subject to the Terms of Use.

6. **Subsection 3.1 is hereby amended as follows:**

a. Subsection 3.1 is hereby amended by deleting the existing first sentence of subsection 3.1 and inserting the following in lieu thereof:

3.1. *Fees.* Except as provided in Sections 3.1.1 and Schedule A – Service Fees and Billing, the Services shall be provided to the Client free of charge.

b. Subsection 3.1 is amended by inserting the following new subsections immediately following subsection 3.1:

3.1.1 *FMS Service Fee Schedule.* Client shall pay all fees for the Flywire Managed Services in accordance with this Agreement and **Schedule A – Service Fees & Billing**. Fees are quoted and payable in United States dollars. Other than in the event of a termination for cause by Client, there are no refunds or credits for partial billing periods.

3.1.2 *Flywire Managed Services Payment Terms.* Except for items otherwise specified on the Fee & Billing Schedule, amounts payable to Flywire for the Flywire Managed Services under this Agreement are due 30 days after invoicing.

3.1.3 *Taxes.* Unless otherwise stated, Client shall be responsible for all taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, or federal jurisdiction (but, excluding taxes based on Flywire's income, property or employees) (collectively, "Taxes"). If Flywire has the legal obligation to pay or collect the foregoing Taxes, the appropriate amount shall be paid by Client, unless Client provides Flywire with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. **Subsection 6.1 is amended as follows:**

a. Subsection 6.1 is hereby amended by deleting the existing heading of subsection 6.1 and inserting the following in lieu thereof:

6.1 *Term for Flywire Cross-Border Processing Services.*

b. Subsection 6.1 is further amended by inserting an additional subsection 6.1.1 as follows:

6.1.1 *Term for Flywire Managed Services.* This Agreement with respect to the Flywire Managed Services will commence on the Amendment Effective Date as set forth above and will continue in force for a period of three (3) years unless terminated in accordance with Section 6.2 or 6.2.1 below. Thereafter, this Agreement shall automatically renew for additional periods of one (1) year each unless either party notifies the other party in writing

of its election not to renew the Agreement at least ninety (90) days prior to the then current expiration date, provided, however, that the Parties reserve the right to modify the Fees for the Flywire Managed Services following the initial term.

8. **Subsection 6.2 is amended by inserting the following new subsections immediately following subsection 6.2:**

6.2.1 Termination for Failure to Pay. If any fees payable are not received from Client by the due date, then at Flywire's discretion, such charges may accrue late interest at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Further, if such fees (including any late interest accrued thereon) remain unpaid following 5 days' written notice from Flywire to Client thereof, then Flywire, in its discretion, may terminate or otherwise suspend Client's and its FMS Users' access to and use of the Flywire Managed Services until such fees are paid in full.

6.2.2 Payment Disputes. Flywire shall not exercise its rights under the preceding section if: (i) the applicable fees are under reasonable and good-faith dispute; (ii) all fees due that are not under dispute are paid in full; and (iii) Client is cooperating diligently to resolve the dispute.

9. **No Other Modifications.** Except as provided above, the terms and conditions of the Original Agreement are unchanged, shall remain in full force and effect, and are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Amendment Effective Date.

**BUTLER COMMUNITY COLLEGE**

Signed: Kimberly Kraul

Name: KIMBERLY KRAUL

Title: President

Date: 10/15/19

**FLYWIRE PAYMENTS CORPORATION**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Fees Charged to the FMS Service User**

	Fee or Percentage	Notes
<b>Activation Fee</b>	\$30	Flywire will collect a \$30 activation fee per payment plan. Client can increase this fee to receive a rebate of each activation.
<b>Insufficient Funds Fee</b>	\$30	\$30 charged to the student for any ACH item that returns as insufficient funds.
<b>Service Fee (Optional)</b>	2.75%	If Flywire is the service fee charger then 2.75% for credit card payment (ACH/eCheck are no charge).

**Billing Schedule**

	Subscription Service	Print & Mail Fee	Service Fee (payments through Flywire Managed Services <sup>1</sup> )	Service Fee (payments through Client <sup>2</sup> )	ACH Fee
<b>Client</b>	Invoice <sup>1</sup>	Invoice <sup>2</sup>	N/A <sup>3</sup>	Electronic Debit <sup>4</sup>	Invoice <sup>5</sup>
<b>FMS User</b>	N/A	N/A	Direct <sup>6</sup>	N/A	N/A

- <sup>1</sup> All invoices are monthly; payment terms: net 30 days. Monthly subscription fee will commence on the earlier of 60 days after implementation begins, or go-live.
- <sup>2</sup> FMS User payments made directly through the Flywire Managed Services.
- <sup>3</sup> If Client chooses to pay some or all Service Fees on behalf of the FMS User, then payment will be treated as a Service Fee through the institution and invoiced directly to the Client (see numbers 6 and 7).
- <sup>4</sup> Processed directly through Flywire's merchant account at time of payment.
- <sup>5</sup> FMS User payments made directly to the Client (i.e., online payment direct to Client website, etc.) or payments for which the Client has requested a suppression of the Service Fee to FMS User (i.e., CSR turns off Service Fee for a select User account).
- <sup>6</sup> Flywire will electronically debit fees and send monthly invoice for reconciliation. In the event of a rejected payment made directly to Client (i.e., NSF check), Flywire will refund the Client for the Service Fee amount received. For clarity, Flywire will not charge the Service Fee for unpaid balances.
- <sup>7</sup> Flywire will invoice Client for payments processed through the FMS Service.

**Schedule A – Service Fees & Billing**

**Fees to Client**

	<b>Fee</b>	<b>Notes</b>
<b>System Implementation Fee</b>	WAIVED	
<b>Subscription Service</b>	\$395/month	Includes A/R Collect
<b>Post Go-live Scope Changes</b>	\$175/hour (after the first 5 hours)	Any custom changes that are not part of standard product/service upgrades or enhancements.
<b>Flywire ACH Gateway</b>	\$0.25 per transaction \$5.00 per returned item (excluding NSF) \$20.00 per chargeback	Transactional fees associated with Flywire's ACH Gateway.

**Fees to Client for Optional Services**

	<b>Fee</b>	<b>Notes</b>
<b>Offer Letter Printing and Mailing (Initiation Activation Letter) (Optional)</b>	\$1,000 setup fee for 2 letters \$250 per additional letter format \$0.65 per mailed piece	Includes printing, mailing, paper and envelope based on current USPS postage rates. As postage rates increase, the \$0.65 rate will increase accordingly as a direct pass-through to Client.
<b>National Change of Address (NCOA) (Optional)</b>	\$0.45 per address changed	Scans NCOA database for address changes and forwards mail to the new address. Address updates are reported back to the Client to aid in the skip-tracing process.
<b>Stricken/Removed Document (Optional)</b>	\$0.10 per renewed document	Removes document from the print file or removes document if the NCOA search finds a "No address."
<b>Import Legacy Past-Due Plans (Optional)</b>	\$20 per activation	Flywire can run campaigns to move students to an online plan within the A/R Collect platform. Client can pay a one-time fee for all accounts or on a per activation basis.
<b>Robocalls (Optional)</b>	\$0.10 per call	Messages are limited to a maximum of one (1) minute per call.
<b>Point-to-Point Encryption for in person or over the phone card capture (Optional)</b>	\$285/device, \$25/month per device, and \$0.25 per initial card capture through the device	IdTech SREDKey devices. Allows for you to securely capture credit cards via a PCI-DSS validated point-to-point encryption solution.





## INTERNATIONAL PAYMENT PROCESSING AGREEMENT

This International Payment Processing Agreement (the "Agreement"), effective the 18th day of August 2017 (the "Effective Date"), is made by and between Flywire Payments Corporation, a Delaware corporation, with a principal place of business at 141 Tremont Street, 10<sup>th</sup> Floor, Boston, MA 02111 ("Flywire"), and Butler Community College, with a principal place of business at 901 S. Haverhill Rd, El Dorado, KS 67042 ("Client").

### 1. DEFINITIONS

1.1 Charge-Back shall mean the return of funds to the Payor, initiated by the Payor's financial institution, as a reversal of a prior outbound transfer of funds.

1.2 Payor shall mean a student, family member of a student or other third party that pays tuition and/or other educational-related fees and charges electronically via the Services from an international account.

1.3 Originating Financial Institution means the regulated financial institution that the Payor uses to initiate payment to Flywire.

1.4 Services shall mean the service provided by Flywire whereby Flywire processes incoming electronic payments from Payors for tuition and other fees due to Client, and settles such payments to a Client Destination Account.

1.5 Custodial Account shall mean the bank account(s) held by Flywire for the benefit of and as agent of the Client pursuant to the terms of this Agreement, in which funds received from Payors are held pending settlement to the Client Destination Account.

1.6 Client Destination Account shall mean the Client-owned bank account designated in writing to Flywire to which Payor funds are ultimately settled after being processed through the Services.

1.7 Affiliate of Flywire shall mean an entity that controls Flywire, is controlled by Flywire or is controlled by an entity that also controls Flywire. "Control" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

### 2. SERVICES

2.1. Flywire shall provide Client with the Services during the Term of this Agreement. In connection with the Services, the Payor will select the method by which the funds will be sent by Payor from the country of origin via a Payor-initiated domestic or international payment method. After received in the Custodial Account, these funds will be converted, reconciled and deposited by Flywire into a Client Destination Account via delivery method agreed upon with Client. Flywire will use commercially reasonable efforts to settle such funds to the Client Destination Account as soon as operationally feasible after funds are received in the Custodial Account unless otherwise agreed. Flywire shall use commercially reasonable efforts to ensure that such funds are protected from seizure or levy by Flywire's creditors.

2.2. Client agrees that the crediting of funds from a Payor to the Custodial Account shall constitute payment to Client by the Payor, and the Payor's payment obligation with respect to such payment to Client will be considered completed and discharged at that time. Upon crediting of funds from a Payor to the Custodial Account, (i) Flywire shall be obligated to make payment in USD to Client in the amount of the funds received; and (ii) Flywire will provide a transaction receipt to the Payor, which states that such transaction receipt evidences that final payment has been made to the Client. Subsequent to the crediting of the funds to the Client Destination Account, and as soon as

operationally feasible Client agrees to post to the Client's finance and accounting systems to properly reflect the payment status to the Payor.

2.3. In connection with the Services, Flywire will also (a) provide information to Client necessary to allow Client to facilitate the reconciliation and identification of payments based on information requested by Client from the Payor and (b) make available customer support personnel via telephone and via its web site for any questions or issues raised by Client or its Payors. Flywire will provide certain disclosures, notices and terms of use to the Payor via Flywire's website on the Client's behalf.

2.4. Client acknowledges and agrees that: (a) payments processed through the Services are transactions between the Payor and Client and not with Flywire; (b) Flywire is a third-party service provider facilitating payment processing as agent and on behalf of the Client and is not a party to any payment processed through the Services; and (c) Flywire does not control whether a Payor will and is not responsible if a Payor does not complete a payment initiated through the Services. Flywire acknowledges and agrees that: (a) it holds no legal or equitable interest in the funds deposited into the Custodial Account; (b) it holds funds in such Custodial Account as agent for Client; and (c) it agrees to act as the agent of Client for the sole purpose of processing payments due to Client which are made through the Services.

2.5. Client Obligations. Client will communicate with Payors about the use of Flywire as a method for making payment to Client by displaying Flywire as a payment method in the links from Client websites or by instructing Payors to directly enter a Flywire dedicated website and selecting Client as the recipient of the funds. Client and Flywire may use other mechanisms mutually considered appropriate to further the adoption and use of the Service. Client agrees to work together with Flywire to promote and educate International Students and Client departments about the solution. Flywire will provide a draft Marketing Communications Plan and the two parties will work to finalize a specific plan based on Industry Best Practices and Client's needs that will include the following: (1) On-Campus Awareness Activities (Signage, Posters, mailing inserts, hosted events, etc.) and (2) Electronic/email Awareness Activities (Introductory Email, Bill is Ready, Bill Reminders, etc.). Subject to Section 4.3 below, to the extent required to enable Flywire to comply with applicable law (including but not limiting to anti-money laundering ("AML") laws and the Family Education Rights and Privacy Act ("FERPA")), Client agrees to provide additional information regarding an individual student reasonably requested by Flywire.

2.6. Changes to Services. Either party may request a change to the Services and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change (if any) in the fees for the Services, the parties shall complete and execute an amendment to this Agreement.

2.7. Staffing, Designated Contact and Cooperation. Flywire shall have sole discretion in staffing the Services and may assign the performance of any portion of the Services to any subcontractor; provided that Flywire shall be responsible for the performance of any such subcontractor. Client will cooperate with Flywire, will provide Flywire with accurate and complete information, will provide Flywire with such assistance and access as Flywire may reasonably request, and will fulfill its responsibilities as set forth in this Agreement.

2.8. Client agrees that the Services or any portion thereof as determined by Flywire may be performed by an Affiliate of Flywire as agent of Client.

2.9. Client further agrees that crediting of funds from a Payor to an account maintained by an Affiliate of Flywire as agent of Client shall constitute payment to Client by the Payor, and the Payor's payment obligation to Client will be considered completed and discharged at that time. Upon crediting of funds from a Payor to an account maintained by an Affiliate of Flywire, Flywire will provide a transaction receipt to the Payor, which states that such transaction receipt evidences that final payment has been made to Client and Flywire shall be obligated to make payment in USD to Client in the amount of the funds received.

2.10. Client acknowledges that for transactions processed by an Affiliate of Flywire by credit or debit card, the Affiliate of Flywire shall be designated as the merchant of record, as agent of Client for the purpose of processing the transaction.

### 3. PAYMENTS

3.1. Fees. The Services shall be provided to Client without charge. Client acknowledges and agrees that funds will be settled to Client in the currency of its Client Destination Account. The exchange rate used for settlement if funds are received from Payor in another currency will be determined by Flywire and may be changed based on market and other conditions, without notice to Client. Client acknowledges and agrees that Flywire's compensation for this service will be included in the amount quoted to the Payor and any interest on funds held in the Custodial Account or other earnings or compensation with respect to a payment transaction processed through the Services are the property of Flywire in consideration for providing the Services to Client, and Client waives any claim or right to such funds. If when or after receiving funds from the Payor, a Charge-Back occurs and the funds have already been settled to the Client Destination Account by Flywire or the funds are beyond Flywire's control and are in the process of being deposited into a Client Destination Account by a third party, then Client hereby authorizes Flywire to set-off those funds against the next remittance to Client or, if there are no further remittances due, Client will immediately refund the funds to Flywire to cover the Charge-Back. If a Payor requests a refund of the funds or a cancellation of the underlying service (for example, but not limited to, tuition payments), Flywire will not be responsible for making those funds available if they have been already settled to a Client Destination Account by Flywire or are beyond Flywire's control and are in the process of being deposited into a Client Destination Account by a third party. In the event Client and the Payor issue contradictory instructions or requests to Flywire, Client's instructions will prevail and Client will indemnify and hold Flywire harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Client's instructions.

### 4. CONFIDENTIALITY

4.1. Confidential Information. During the term of this Agreement, each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. The receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the terms and pricing of this Agreement are the Confidential

Information of Flywire, and Flywire may disclose a duly executed version of the Agreement to its banking and collection partners, to facilitate the completion of payments to Client. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

4.2. Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, government regulation, or to facilitate the completion of payments to Client, provided that the receiving party uses commercially reasonable efforts to limit the disclosure to that information that is legally or operationally required to be disclosed.

4.3. Personal Data. To the extent any Confidential Information provided to or obtained by Flywire or to which Flywire has access in the performance of its functions is information about past, present, or potential students or employees of Client constitutes nonpublic personal information about an individual under applicable law ("Personal Data"), the following additional terms are applicable notwithstanding anything to the contrary in this Agreement:

(i) Flywire shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, without limitation, the Gramm-Leach-Bliley Act, FERPA and Massachusetts General Laws Chapter 93H (M.G.L. c. 93H), each as they may be amended from time to time; and

(ii) Flywire shall implement such administrative, technical and physical security measures as required under applicable law to: (i) ensure the security and confidentiality of the Personal Data; (ii) protect against any threats or hazards to the security and integrity of the Personal Data; and (iii) protect against unauthorized access to or use of Personal Data. This includes but is not limited to, as required by 201 Code Mass. Regs. 17.00: (a) encrypting all transmitted records and files containing Personal Data that will travel across public networks and on any portable device, to the extent technically feasible; and (b) implementing and maintaining a written information security program.

4.4. Injunctive Relief. Notwithstanding any other provision of this Agreement, both parties acknowledge that any use of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate, or to the extent arising out of or in connection with the negligent performance, negligent failure to act, or misconduct of Flywire in the performance of the Services, both parties agree that, in addition to any other remedy to which the disclosing party may be entitled hereunder, at law or equity, the non-faulty party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

4.5. Cardholder Data. Flywire agrees that for credit and debit card transactions processed by Flywire or an Affiliate of Flywire (collectively, "Flywire" for purposes of this paragraph), Flywire will comply with applicable data security rules or regulations published from time-to-time by a payment card brand which is accepted for payment on behalf of Client, including the Payment Card Industry Data Security Standards ("PCI DSS"). Flywire's PCI DSS compliance will be certified annually, and documentation of such certification will be presented to Client upon Client's request.

### 5. LIMITED WARRANTY/INDEMNIFICATION

5.1. Warranty and Remedy. Flywire warrants that it will provide the Services in a competent and workmanlike manner. Flywire does not warrant that it will be able to correct all reported defects or that use of the Services will be uninterrupted or error free. Flywire makes no warranty regarding features or services provided by third parties. Client will provide Flywire with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

5.2. No Other Warranty; Limitation of Liability. THE SERVICES ARE PROVIDED "AS IS." FLYWIRE DOES NOT REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 5.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY FLYWIRE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

5.3. EXCEPT FOR FLYWIRE'S OBLIGATION TO PAY CLIENT ANY FUNDS RECEIVED FROM PAYORS UNDER THIS AGREEMENT, IN NO EVENT SHALL FLYWIRE'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING LIABILITY ARISING OUT OF SECTION 5.4) EXCEED \$25,000 IN TOTAL FOR ALL CLAIMS (INCLUDING LEGAL FEES AND EXPENSES, LOSSES AND DAMAGES).

5.4. Flywire will defend and indemnify, at its own expense, any third party claim against Client that arises due to a claim (i) that the Services infringes any valid United States patent, copyright or involves the misappropriation of a trade secret (an "IP Claim") or (ii) caused by Flywire's violation of any of its confidentiality obligations relating to Personal Data set forth in Section 4.3. Flywire will pay such damages or costs as are finally awarded against Client or agreed to in settlement for such claim provided that Client gives Flywire: (a) prompt written notice of any such claim or threatened claim; (b) sole control of the defense, negotiations and settlement of such claim; and (c) full cooperation in any defense or settlement of the claim (at Flywire's cost). Flywire will not be liable for the settlement of a claim made without Flywire's prior written consent. Flywire shall have no obligation under this Section 5.4 with respect to any claim of infringement or misappropriation based upon: (i) combination of the Services with products, programs or data not furnished by Flywire where, but for the combination, the claim would have been avoided; (ii) any modification of the Services not performed by Flywire, if such claim would have been avoided by use of the unmodified Services; (iii) compliance by Flywire with Client's custom requirements or specifications if and to the extent such compliance with Client's custom requirements or specifications resulted in the infringement claim. The rights granted to Client under this Section 5.4 shall be Client's sole and exclusive remedy for any alleged infringement by the Services of any patent, copyright or other proprietary right.

## 6. TERM

6.1. Term. This Agreement will commence on the Effective Date as set forth above and will continue in effect for a period of three (3) years unless otherwise terminated in accordance with Section 6.2 below. Thereafter, this Agreement shall automatically renew for additional periods of one (1) year each unless either party notifies the other party in writing of its election not to renew the Agreement at least ninety (90) days prior to the then current expiration date.

6.2. Termination. Notwithstanding the foregoing, either party may terminate this Agreement (i) immediately in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days of written notice thereof from the other party, or (ii) immediately if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within

sixty (60) days of filing. The parties agree that Client may terminate this Agreement immediately in the event Flywire materially exceeds the scope of its authority as the agent of Client in connection with processing payments from Payors to Client that are made through the Services. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement.

6.3. Exclusivity. Client agrees that during the Term of this Agreement that Flywire will be the exclusive International Payment Processor.

## 7. GENERAL PROVISIONS

7.1. Entire Agreement and Controlling Documents. This Agreement, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by the authorized representatives of both parties may amend this Agreement. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.

7.2. Assignment. This Agreement shall be binding upon and for the benefit of Flywire, Client and their permitted successors and assigns. Flywire may assign this Agreement to an Affiliate, or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.

7.3. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, USA without regard to its conflict of law provisions. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the State of Kansas with respect to any actions for enforcement of or breach of this Agreement. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.

7.4. Consequential Damages Waiver. Except as may arise out of either party's breach of Section 4, neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of such damages.

7.5. Insurance. During the Term of this Agreement Flywire shall procure, pay for and maintain a fidelity bond and/or insurance with ample coverage with a reputable carrier, as reasonably determined by Flywire. This insurance policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Client.

7.6. Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

7.7. Flywire Not a Financial Institution. Client acknowledges that (a) Flywire offers the Services to facilitate processing of payments due to Client and processes such payments as agent for and on behalf of Client; (b) Flywire does not transmit funds on behalf of any Payor; (c) Flywire is not a bank or other depository institution, money transmitter or money services business; and (d) funds held by Flywire or its service providers (including any bank partners) in connection with the Services are not deposits of Client and are not insured for the benefit of Client by the Federal Deposit Insurance Corporation or any other governmental entity.

The parties further agree that Flywire may suspend Services immediately in the event that new or additional regulatory approval is needed to continue with the Services.

7.8. Relationship of the Parties. Flywire and Client are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationship of employer and employee between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf, except as provided under this Agreement.

7.9. Publicity. Client agrees that Flywire may (i) list Client's name or logo in the Client section of Flywire's website or in other marketing materials, provided that Client is listed with other clients, that such listing is done in a factual manner and is of similar size and font as other clients, and that such listing does not serve as an endorsement of Flywire's products and/or services, and (ii) may display Client's name and the logo provided by Client on Client's custom Flywire webpage, provided that Flywire abide by the Client's brand identity standards available and that Flywire will abide by any requests Client may make to remove or change Client's logo at any time. Notwithstanding the foregoing, Flywire shall not use Client's name and logo for any other purpose not explicitly permitted by Client in writing in advance and shall immediately cease all uses of Client's name and logo upon termination of this Agreement.

7.10. Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

7.11. Notice. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing or email from an authorized officer and shall be deemed to have been delivered and given for all purposes at the time mailed or emailed.

7.12. No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer or shall confer upon any third person the rights of a third party beneficiary.

7.13. Counterparty Execution. This Agreement may be executed in counterparts and delivered by person, facsimile, or scanned embedded in an email, each of which when so executed and delivered (including delivery by

facsimile) shall be deemed an original, and all of which together shall constitute one and the same agreement.

7.14. Waiver and Severability. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

7.15. Tax Identification Number (TIN). Under the Internal Revenue Code section 6050W, if you receive payments through a third party network, such as, that (1) exceeded \$20,000 in gross total reportable payment transactions and (2) the total number of those transactions exceeded 200, we must report the transactions made to you on Form 1099-K. We will provide you with a copy of what is being reported. In order to have an accurate report, the government requires us to get your Tax Identification Number, as well as your federal tax classification.

-

C Corp  S Corp  Partnership  Exempt  Other

By signing this agreement, you certify that this is the correct TIN of the Client, and that you are an authorized person to sign.

Notwithstanding the above, reporting and payment of any applicable taxes arising from the use of the Services are the responsibilities of Client, and Client agrees to comply with any applicable tax laws in connection with its use of the Services.

7.16. Affiliates. When an Affiliate of Flywire is providing Services to Client, Sections 4 (CONFIDENTIALITY), 5 (LIMITED WARRANTY/ INDEMNIFICATION) and 7 (GENERAL PROVISIONS) shall apply to such Affiliate of Flywire to the same extent that such Sections would apply to Flywire had such Services been performed directly by Flywire.

Flywire and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Client:

Butler Community College

By:

Name:  
Title:

Kimberly W Krull  
KIMBERLY W KRULL  
President

Flywire:

Flywire Payments Corporation

By:

Name:  
Title:

Peter Butterfield  
Peter Butterfield  
General Counsel & Chief Compliance Officer

**TOPIC for ACTION**  
**MOU City of El Dorado/Fire Science Residents**

**REPORT:**

The purpose of the MOU with the City of El Dorado is to create opportunities for Butler's Fire Science Residents that ensure that they are provided insurance coverage through their time in the program. Butler's current practice is that students are covered by Butler Fire Science's accident policy throughout the length of the program. Residents will now be covered by the Butler policy until they completed Fire Fighter I certification and are accepted as volunteer firefighters; thus becoming eligible for worker's compensation and accident insurance through the City of El Dorado.

**RECOMMENDED ACTION:**

Approval of this MOU with the City of El Dorado.

**RECOMMENDED FUNDING SOURCE:**

N/A

<b>Submitted by:</b>	Christy Streeter
<b>Supervisor:</b>	Lori Winningham
<b>Date:</b>	October 31, 2019

Memorandum of Understanding  
Between  
City of El Dorado  
And  
Butler Community College  
July 1, 2019 – June 30, 2022

The purpose of the Memorandum of Understanding is to create opportunities through a partnership with the City of El Dorado Fire Department and Butler Community College in order to provide Butler Community College Fire Residency Program students learning opportunities and to ensure that such students are provide adequate insurance coverage throughout the length of their participation in the residency program. The Effective Period for this Agreement shall be August 1, 2019 through June 30, 2022 ("Effective Period").

During the Effective Period of this Agreement, Butler Community College agrees to provide worker's compensation and accident insurance ("Insurance Coverage") for all Fire Residency students enrolled at Butler Community College until such time as each student has been certified as a Firefighter I by the Kansas Fire and Rescue Training Institute.

Once the student has been certified as a Firefighter I, the City agrees to provide Insurance Coverage to resident students who are accepted by the City to participate in the City's volunteer firefighter program. Students must provide documentation of successful completion of the Firefighter I coursework prior to being accepted into the volunteer firefighter program.

The City of El Dorado and Butler Community College agree to evaluate the effectiveness of this partnership every three years to identify activities for continuous improvement as well as further partnership opportunities. The evaluation will take place prior to May 31<sup>st</sup> of each year during the Effective Period.

Either party may terminate this Agreement by providing the other party written notice within ninety days of its intent to terminate the Agreement. The Effective Date of termination shall be ten days following the conclusion of the academic year.

\_\_\_\_\_  
David B. Dillner  
City Manager  
City of El Dorado

  
\_\_\_\_\_  
Dr. Kim Krull  
President  
Butler Community College

\_\_\_\_\_  
Date

9/20/19  
\_\_\_\_\_  
Date

**TOPIC for ACTION**  
**EMSI Analyst License Renewal**

**REPORT:**

The annual license renewal for the EMSI Analyst database is submitted for board approval. Economic Modeling Specialists, Inc. (EMSI) a Moscow, Idaho based higher education data provider, has partnered with Butler for more than a decade to provide Analyst, which the research office uses to support strategic planning, enrollment forecasting, academic and technical program review, and Perkins compliance. The cost of the annual license renewal is eleven thousand five hundred dollars (\$ 11,500).

**RECOMMENDED ACTION:**

The board approve the renewal of the contract with EMSI

**RECOMMENDED FUNDING SOURCE:**

Institutional Funds/IR Base Budget

Submitted by:	Dr. Esam Sohail Mohammad AVP, Institutional Research and Effectiveness
Supervisor:	Dr. Kim Krull President
Date:	November 12, 2019



409 South Jackson Street  
 Moscow, ID 83843  
 Tel: 208-883-3500  
 Fax: 208-882-3317  
 www.economicmodeling.com

Emsi Representative: Alys Lease

**Analyst Agreement**

This Analyst agreement is between Butler Community College of El Dorado, Kansas ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Emsi").

**I. Subscription Term**

Emsi will provide Licensee with access to Analyst beginning November 15, 2019 and ending November 14, 2020, unless this agreement is extended or renewed.

**II. Fee**

The fee for the subscription is \$11,500.00, invoiced upon contract signature. Invoices are due 30 days from receipt. Sales tax will be added for non-tax-exempt institutions when applicable.

**III. Subscription Services**

**Users**

Emsi will provide Licensee with access to Analyst for up to 10 authorized user(s). Authorized users must be employees of Licensee or of a partner entity specifically listed below. Emsi will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's authorized user list and coordinate training. List of partner entities receiving users through this agreement (if applicable):

**Licensed Dataset**

Licensee will be provided access to the following selected United States data ("Licensed Dataset"):

<u>Analyst Data Detail</u>			<u>Business Data Detail*</u>			<u>Analyst Add-Ons</u>
<b>Region</b>			<b>Region</b>			
<input type="checkbox"/> National	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	<input type="checkbox"/> National	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	<input type="checkbox"/> On-Site Training**
<input type="checkbox"/> __ State(s)	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	<input type="checkbox"/> __ State(s)	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	
<input checked="" type="checkbox"/> 10 County(ies)	<input type="checkbox"/> Emsi Zip	<input checked="" type="checkbox"/> Emsi County	<input type="checkbox"/> 05 County(ies)	<input type="checkbox"/> Emsi Zip	<input checked="" type="checkbox"/> Emsi County	

List of selected region(s) (if applicable):

**\*Business Data Disclaimer** Business data is offered as a convenience to Licensee, at Emsi's sole discretion. Emsi may terminate Licensee's access to business data at any time. Such termination will not entitle Licensee to a refund of any fees paid, or to a reduction of fees due for renewal subscriptions.

**\*\*Additional Fee** (this additional fee is applicable only if the Product Add-On "On-Site Training" is selected above) In addition to the subscription fee, if Licensee chooses to add an On-Site Training to their agreement, Licensee shall reimburse Emsi, upon completion of the On-Site Training, for travel expenses of the Emsi trainer(s) at an estimated cost of \$1,500.00 but not to exceed \$2,000.00. Emsi will provide Licensee with an itemized invoice for reimbursable travel expenses payable within 30 days of receipt.

**Additional Services Provided**

The subscription includes the following services:

- Analyst user training
- Technical support via telephone or e-mail
- Access to all new data releases (new data is released periodically)
- Access to all Analyst updates and upgrades during the subscription period



#### IV. Terms of Service

Economic Modeling, LLC dba Emsi ("Emsi") provides online SaaS applications that use labor market data to connect and inform people, education, and business. Emsi's applications include Analyst, Developer, Career Coach, Workforce Insight, Alumni Insight, Profile Analytics, Talent, Staffing, and College Analyst. These Emsi Terms of Service ("ToS") apply to all Emsi's current applications, as well as any applications Emsi develops in the future whether or not they are named here (collectively "Emsi Apps").

##### License

Licensees of Emsi Apps are granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") through Emsi Apps as follows:

- a) Unless otherwise stated in a written agreement, login credentials (a username and password) will be issued only to employees of a Licensee ("authorized users"). Login credentials may not be shared. Licensee will not allow access to Emsi Apps by anyone who has not been assigned login credentials by Emsi.
- b) Licensee and Licensee's authorized users may (i) download elements of the Licensed Dataset using the download tools in Emsi Apps for Licensee's internal use, and may (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business, either for Licensee or for a third party, provided that Emsi is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Emsi Data?"
- c) Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
- d) Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Emsi content from Emsi Apps or the Licensed Dataset, or otherwise access Emsi Apps or the Licensed Dataset by any automated means or process, except as expressly permitted by Emsi.
- e) Neither Licensee nor Licensee's authorized users will attempt to replicate Emsi Apps or the Licensed Dataset in design, content, or functionality.
- f) If an Emsi App or Licensed Dataset includes access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
- g) Any Licensed Dataset that includes profile data or PII is to be used for research purposes only. No Licensed Dataset may be used to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.
- h) The individual job postings may only be used for, broadly defined, the discovery, interpretation and/or communication of meaningful patterns in and/or aggregations or summaries of the respective data through software tools for any purpose, including but not limited to the calculation of aggregate statistics or use of the data for any investment purpose (individually and jointly also referred to as: "Analytics"). The use of the individual job postings or any subset, modified or derived version thereof for any other purpose than for Analytics, including but not limited to making the individual job postings available to third parties (e.g. on a website that is publicly accessible or as content in any software system) is prohibited: except that access to a limited number of individual job postings as illustrations of the use for Analytics purposes is permitted (up to a 100 individual job postings at maximum per illustration access).

Licensees may contact Emsi for permission to use the Licensed Dataset in a use case not covered by these ToS.

##### Disclaimers

The reports and forecasts in Emsi Apps and Licensed Datasets are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Emsi uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in Emsi Apps and Licensed Datasets may differ significantly from actual circumstances or outcomes. In addition, Emsi cannot make any representation of the completeness of data aggregated from any source.

Emsi Apps use global professional profiles built with data posted online by individuals about themselves. Such data comes from over 100 sources including popular sites such as GitHub, Google+, and Stack Exchange, as well as other professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Emsi Apps and the Licensed Datasets are provided "as is," without warranty for a particular purpose or project. Emsi is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on Emsi Apps and the Licensed Datasets and the outcomes of those decisions, including any economic loss.

Emsi's liability for damages to Licensee shall not exceed the amount Licensee paid to Emsi for the product or service in question.

Licensee is responsible for providing computer equipment that meets the minimum technical requirements for accessing Emsi Apps described at [http://www.economicmodeling.com/docs/analyst\\_technical\\_requirements.pdf](http://www.economicmodeling.com/docs/analyst_technical_requirements.pdf).

Emsi updates and upgrades products and services periodically. Emsi is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee. Emsi may update these ToS at any time without prior notice. Substantial changes to these ToS will be presented to authorized users at their next login after the changes are posted. Authorized users are required to read and agree to these ToS as a condition of using Emsi Apps and Licensed Datasets.

For answers to questions about Emsi Apps, Licensed Datasets, or these ToS, go to Emsi's online Knowledge Base, use Emsi's online Get In Touch contact form, or contact your customer service representative by email or at 208-883-3500.

**V. Applicable Law**

Any litigation regarding interpretation or enforcement of this agreement shall be brought in the state of Kansas, and this agreement shall be interpreted according to the laws of the state of Kansas without regard to any conflict of law provisions.

**VI. Licensee Contact Information** (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	YOLANDA HACKLER	DR. ESAM SAHIL MOHAMMAD
Title:	DIR. A/R	AVP. IR/E
Mailing Address:	901 S. HAVERHILL	SAME
Phone:	316 322 3219	316-323-6426
Email:	YHACKLER@BUTLERCC.EDU	EMOHAMMAD@BUTLERCC.EDU

**VII. Compliance with Laws**

Emsi warrants that its performance under this agreement complies with all applicable laws. If at any time during the term of this agreement it becomes unlawful for Emsi to continue performance, Emsi may immediately terminate its performance under this agreement without penalty. If Emsi terminates under this section, Emsi will refund the unused portion of any prepaid fees.

**VIII. Complete Agreement**

This is the complete agreement between the parties. Any amendments to this agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties.

For Emsi:

\_\_\_\_\_  
 Authorized Signature Date  
 \_\_\_\_\_  
 Printed Name  
 Economic Modeling, LLC  
 409 South Jackson Street  
 Moscow, ID 83843

For Licensee:

Kimberly W Krull 10/25/15  
 Authorized Signature Date  
KIMBERLY W KRULL  
 Printed Name  
 Butler Community College  
 901 S Haverhill Rd  
 El Dorado, Kansas 67042-3280

**TOPIC for ACTION**  
**Clinical Affiliation Site Agreement—Wesley Rehabilitation Hospital**

**REPORT:**

The Butler Community College Nursing Department needs additional Clinical Affiliation sites for first semester nursing students in the new Concept Based Curriculum that began this Fall 2019.

**RECOMMENDED ACTION:**

Approval of the Wesley Rehabilitation Hospital Clinical Affiliation letter of agreement.

**RECOMMENDED FUNDING SOURCE:**

There is no funding needed for this Clinical Affiliation Agreement.

**Submitted by:** Beth B. Eagleton, PhD, MN, RN  
Associate Dean of Nursing and Allied Health  
**Supervisor:** Christy Streeter,  
Dean of Health, Education & Public Services  
**Date:** October 16, 2019

**CLINICAL AFFILIATION AGREEMENT**  
**(Nursing, Therapy, Pharmacy or Other Clinical Care Rotation)**

This Clinical Affiliation Agreement (this "Agreement") is made effective as of 10/22/2019 (the "Effective Date") by and between **Butler Community College** ("School") and **HCA Wesley Rehabilitation Hospital, Inc.**, doing business as Wesley Rehabilitation Hospital, an affiliate of Encompass Health, a Delaware corporation ("Encompass Health").

**WHEREAS**, Encompass Health owns and/or operates an inpatient rehabilitation hospital located at 8338 West 13th Street North, Wichita, Kansas 67212 ("Hospital");

**WHEREAS**, School offers its students an undergraduate degree, or graduate degree, or certification program in the field of nursing, therapy, pharmacy or other clinical care and treatment fields;

**WHEREAS**, as part of such degree or certification program, School desires for its students to have the ability to participate in clinical rotations in patient-care settings at the Hospital; and

**WHEREAS**, both parties agree that it is to their mutual advantage for selected students of School (the "Students") to receive clinical education experiences at the Hospital.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Encompass Health and School hereby agree as follows:

**1. Affiliation Procedure.** Each clinical education program at Hospital is referred to as the "Program." The Chief Executive Officer of the Hospital will designate a representative to act as a liaison between School and Hospital regarding the Hospital's duties under this Agreement. School shall communicate directly with Hospital to arrange the details of the Program for each Student. This Agreement includes degree programs/disciplines at School and will allow Students to participate in clinical rotations in any of the following areas: nursing, therapy, pharmacy or other clinical care and treatment fields. Notwithstanding the foregoing, Hospital is not obligated to accept any Student. The parties understand and agree that the Programs are not exclusive and the School may place Students in hospitals owned and operated by other entities, and Hospital may accept students from other educational institutions.

**2. Mutual Responsibilities.**

(a) The schedule, content, objectives and goals of all Programs will be arranged in cooperation between the President of the School or his/her designee and the Chief Executive Officer of the Hospital or his/her designee. The parties shall mutually agree on the

number of Students and the length of time each Student shall spend participating in a Program at the Hospital.

(b) The School and the Hospital acknowledge and agree that Hospital rules and regulations apply to Students. The rules and regulations of the Hospital, including, but not limited to, Hospital's Drug and Alcohol Policy, shall be provided to the School by the Hospital. Notwithstanding the foregoing, no Student, agent, or employee of the School shall be considered an employee of Encompass Health Corporation or the Hospital at any time during the term of this Agreement and, therefore, no workers' compensation coverage will be provided to any Student, agent or employee of the School by Encompass Health Corporation or Hospital. If the state where the Hospital is located requires workers' compensation coverage for Students, agents or employees of the School, the School agrees to provide such coverage in accordance with state law for all persons it sends to Hospital for the entire length of each person's clinical rotation at the Hospital and for the term of this Agreement and any extension of the term of this Agreement.

(c) The School and the Hospital retain the privilege to exchange and review materials relevant to the Student's clinical education, and will comply with the Family Educational Rights and Privacy Act (FERPA) and applicable state law.

### 3. School Responsibilities.

(a) The School shall ensure that the Students are assigned appropriately by evaluating Student competence and knowledge prior to the clinical experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in a Program at the Hospital. Prior to each Student's clinical experience, if rotating in a patient care role, the School shall provide the Hospital written verification that such Student is competent to perform basic emergency procedures, such as Cardio-Pulmonary Resuscitation. The School will retain ultimate responsibility for the education of its Students.

(b) Faculty provided by the School, if any, shall be duly licensed, certified or otherwise qualified to participate in the Program. The School will provide proof of licensure, certification or other qualifications to Hospital upon request.

(c) The School shall select Students without regard to race, creed, sex, national origin, age, disability or other prohibited basis. Prior to the Students' clinical experience, the School shall provide written verification to the Hospital that each student participating in a Program has been screened and/or immunized against communicable diseases, such as tuberculosis, etc., as recommended by the Centers for Disease Control.

(d) The School shall require each Student to provide proof of medical insurance. The School shall (or School shall require each Student to) obtain and maintain professional and general liability insurance for each student of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide proof of such coverage to the Hospital prior to each Student coming onto the Hospital's premises. If School participates in a state sponsored patient compensation fund, primary professional liability limits required by this Agreement shall

be in accordance with said statute, and School shall provide Hospital with evidence of its primary limit, along with proof of participation in said patient compensation fund. If School provides said insurance, it may be provided through a program of qualified self-insurance. The School and Encompass Health agree that such insurance policies maintained by the School or Student: (i) shall be primary and that any insurance maintained by Encompass Health or its parent company shall be non-contributing; (ii) must cover any claims made against the School, Hospital or Encompass Health relating to this Agreement, unless loss or claim is due to Hospital's sole negligence; and (iii) shall be in full force and effect for a period of three (3) years after termination or expiration of the Student's clinical rotation at the Hospital unless such coverage is occurrence-based coverage. The School agrees that such insurance maintained by the School or Student may not be cancelled or materially changed without at least a thirty (30) day written notice to the Hospital.

(e) The School agrees that and shall inform Students that it is the Students' responsibility for arranging their: (i) transportation needed to fulfill their responsibilities at the Hospital; (ii) room and board during their participation in the Program; and (iii) arrival and departure dates with the Hospital.

(f) The School shall advise the Student that he/she will be required to sign a Statement of Confidentiality in the form attached hereto as Exhibit A.

(g) The School shall advise the Student that he/she will be required to sign an Acknowledgement Form regarding Hospital's Drug and Alcohol Policy in the form attached hereto as Exhibit B.

(h) The School shall advise the Student that he/she will be required to sign a Release Statement Certification regarding certain investigative background checks in the form attached hereto as Exhibit C.

(i) The School shall advise the Student that he/she will be required to sign a Health Insurance Portability and Accountability Act (HIPAA) Student Training Documentation form regarding the confidentiality and privacy of patient protected health information in the form attached hereto as Exhibit D.

#### **4. Hospital Responsibilities.**

(a) The Hospital shall provide all reasonable information requested by the School on a Student's work performance, and notify the School as soon as practical in advance of a clinical assignment or of any change in the Hospital's ability to take Students. The Hospital, in cooperation with the School, shall inform each Student of all relevant schedules, rules, and regulations of the Hospital, including Hospital's Drug and Alcohol Policy, and professional standards of practice. The Hospital shall provide each Student with a work schedule similar to that of a clinician. The Hospital shall complete and return all Student evaluations according to any reasonable schedule provided by the School.

(b) Hospital shall carry appropriate professional liability insurance on its employees, but not any Students or faculty provided by the School, in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide written evidence to the School upon reasonable request.

(c) The Hospital may provide to the Students, to the extent possible, first aid for injuries, including, but not limited to, needle sticks. However, the Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid, and treatment and the payment for such treatment shall be the responsibility of the individual Student.

(d) The Hospital shall provide clinical instruction to the Students and supervise the Students' clinical experience.

(e) The Hospital is responsible for assuring that the healthcare and rehabilitation services received by its patients are performed in a competent, efficient and satisfactory manner. Therefore, the Hospital has the right to perform criminal background screening and drug and alcohol tests on Students prior to the Students' participating in the Program and randomly during their participation in the Program, regardless of whether the Hospital has reasonable suspicion of drug and/or alcohol usage by the Students.

**5. Student Withdrawal.** A Student may be withdrawn from the Program at any time by the School or the Hospital for any of the following reasons:

- (a) Unprofessional or unethical behavior exhibited by the Student.
- (b) Failure by the Student to meet any necessary academic requirements.
- (c) Personal good cause, including, but not limited to, medical emergencies.
- (d) Arrest for a felony or crime involving moral turpitude or theft.
- (e) Use of alcohol, drugs or other toxic or foreign agents which tend, in the Hospital's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.
- (f) Refusal to take a drug and alcohol test, or if a test proves positive for a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substance, or any other violation of Hospital's Drug and Alcohol Policy.
- (g) Any other reason in the reasonable judgment of Hospital.

**6. Confidential Information.** The School shall not disclose the terms of this Agreement to any person who is not a Student or a party to this Agreement, except as required by law or as authorized by Encompass Health. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Encompass Health with the option of pursuing remedies for breach, or, notwithstanding any other

provision of this Agreement, immediately terminating this Agreement upon written notice to School. The School shall inform Students that they must maintain as confidential all Encompass Health information, including data and all patient records. Students should not copy or remove any Encompass Health materials or patient information from the premises. Students doing case studies must have a signed patient release form on the patient's chart. Each Student shall at all times abide by and adhere to all policies and procedures of Encompass Health with respect to the protection of individually identifiable health information or any requirements as may be applicable to the Students or the School in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the regulations promulgated relative thereto.

7. **Use and Protection of Intellectual Property.** Encompass Health retains all rights and interests in its name and logo and all related intellectual property, including programs and educational materials (collectively "Intellectual Property"). The School shall inform Students that all intellectual property Students create while at Encompass Health, through work, study or research and development activities, will be the property of Encompass Health. The School shall cause its Students to irrevocably transfer all of the Student's rights, title and interest in and to the intellectual property to Encompass Health if necessary. The School agrees to sign and give to Encompass Health any agreements, assurances, undertakings, acknowledgements or other documents Encompass Health may reasonably require relating to the intellectual property during the Program or afterwards.

8. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one year, unless earlier terminated: (a) by the parties upon mutual written consent, (b) by either party upon at least ninety (90) days' prior written notice to the other party or (c) as otherwise set forth herein. Students participating in a Program at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Hospital, at the hospital's sole discretion. This Agreement shall automatically renew for additional one-year terms unless otherwise terminated as set forth herein.

9. **Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally, certified mail, or by overnight courier and shall be deemed to have been duly given when delivered personally or one day after delivered to the overnight courier, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.

10. **Additional Acts.** Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11. **Binding Effect and Captions.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their permitted successors and assigns. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.



**12. Consents and Approvals.** For each Student who enters the Hospital, all consents and approvals required by the School under this Agreement shall be conclusively presumed to have been obtained and this Agreement shall be binding and enforceable against School.

**13. Counterparts; Electronic Execution and Retention.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

**14. Closing or Sale of Encompass Health.** In the event the Hospital closes or is sold to a third party, Encompass Health reserves the right to terminate this Agreement effective upon such closure or sale.

**15. Independent Contractor.** The School shall be an independent contractor of Encompass Health. No joint venture or partnership, no relationship of employer and employee, master and servant or principal and agent, is created by this Agreement and neither party shall be considered an agent, servant or employee of the other party. Neither party, nor any of its agents, employees or affiliates, shall have any claim under this Agreement or otherwise against the other party for vacation pay, sick pay, retirement benefits or any other employee benefit of any kind.

**16. Modifications and Waivers.** This Agreement may not be changed or terminated orally, but may only be changed or terminated by an agreement in writing signed by both parties. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default.

**17. No Rule of Construction.** The parties acknowledge that this Agreement was initially prepared by Encompass Health solely as a convenience and that all parties and their counsel hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

**18. Severability.** In any case one or more of the provisions or part thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining parts of the provision and the remaining provisions of this Agreement will remain in full force and effect, and such invalid, illegal and unenforceable provisions shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

**19. Survivability.** With the exception of this Section and any provision of this Agreement which requires performance after the term of this Agreement has expired or been

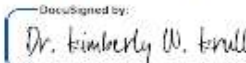
terminated, no provision of this Agreement shall survive the expiration or termination of this Agreement.

20. **Entirety.** This Agreement constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of the date and year first above written.

**“SCHOOL”:**

**Butler Community College**

By:  \_\_\_\_\_  
DocuSigned by:  
Dr. Kimberly W. Krull

Name: Dr. Kimberly W. Krull

Its President

Address:

901 South Haverhill Road  
El Dorado, Kansas 67042  
Attention: Beth B. Eagleton, PHD, MN, RN  
Associate Dean of Nursing and Allied Health

**“ENCOMPASS HEALTH”:**

**HCA Wesley Rehabilitation Hospital, Inc.**

By:  \_\_\_\_\_  
DocuSigned by:  
Robert Peck

Name: Robert Peck

Its Authorized Representative

Address:

8338 West 13th Street North  
Wichita, Kansas 67212

**EXHIBIT A**

**STATEMENT OF CONFIDENTIALITY**

As a participant in clinical rotations at the Hospital, I hereby acknowledge my responsibility to keep all patient and business information of the Hospital and Encompass Health Corporation (formerly named HealthSouth Corporation) confidential, in accordance with federal and state laws and regulations and the Agreement made by and between the Hospital and School. Furthermore, I agree, under penalty of law, not to disclose: (i) specific information regarding any patient to any person or persons, except to authorized clinical staff and associated personnel as necessary to perform my clinical rotation duties; and (ii) any confidential business information of the Hospital and Encompass Health Corporation to any third party. This Statement of Confidentiality shall continue in effect after my clinical rotation at the Hospital has expired or terminated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Student (Print)

\_\_\_\_\_  
Signature of Student

**EXHIBIT B**

**DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT FORM**

**(CONFIDENTIAL)**

By signing below, I hereby acknowledge that I have received a copy of Encompass Health's Drug and Alcohol Policy and agree that I will read the policy.

I understand that situations may occur in which I will be required to take a drug or alcohol test or submit to a search of my person or possessions in accordance with Hospital policy. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a drug or alcohol test; (ii) by refusing to allow a search; (iii) if a drug or alcohol test proves positive; or (iv) if a search discloses possession of a prohibited item, such as a weapon.

I further understand if I am involved in a work-related accident, I may be required to submit to a blood or urine test. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a blood or urine test; or (ii) if such blood or urine test proves positive.

I also understand that upon my request I will be provided a list of all drugs / substances for which tests will be conducted.

I further understand that adherence to Encompass Health's Drug and Alcohol Policy is a condition of clinical rotation for all students and hereby consent to and accept such policy as a condition of my rotation.

\_\_\_\_\_  
Name of Student (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Signature

**EXHIBIT C**

**DISCLOSURE REGARDING BACKGROUND INVESTIGATION  
(PROCUREMENT OF CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS)**

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY:

PLEASE BE ADVISED that Encompass Health Corporation and/or one or more of its subsidiaries ("Encompass Health") may obtain information about you from a Consumer Reporting Agency for employment purposes and/or for participation in clinical rotations. Thus, you may be the subject of a Consumer Report or an Investigative Consumer Report, which may include information about your character, general reputation, personal characteristics, and mode of living, and which can involve personal interviews with sources such as your neighbors, friends, associates, or others. These reports may include employment history and reference checks, criminal and civil history information, motor vehicle records and moving violation reports ("driving records"), sex offender status reports, education verification, professional licensure verification, drug testing and Social Security Verification. The scope of the Authorization will allow Encompass Health to obtain all manner of consumer reports and investigative consumer reports to evaluate you for employment purposes and/or participation in clinical rotations now and, if you are hired/selected, throughout the course of your employment and/or participation in clinical rotations without further notice, to the extent permitted by applicable federal and state law. As a result, you should carefully consider whether to authorize the procurement of a report.

PLEASE BE FURTHER ADVISED that it is Encompass Health who determines the nature and scope of any consumer report, and you have the right, upon written request to Encompass Health and made within a reasonable time after receipt of this notice, to obtain a complete and accurate disclosure of the nature and scope of any such report. A written summary of your rights under the Fair Credit Reporting Act is being provided to you along with this form.

FINALLY, PLEASE BE ADVISED that the Consumer Report and/or Investigative Consumer Report will be prepared by Employment Screening Services, Inc., 2500 Southlake Drive Birmingham, AL 35244, USA. Toll-free 866.859.0143, [www.es2.com](http://www.es2.com), or its subcontractor.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE FOREGOING DISCLOSURE.

APPLICANT'S SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

Exhibit C

(CW2353702; ID 223672.v2)

**AUTHORIZATION**

I HEREBY AUTHORIZE Encompass Health Corporation and its subsidiaries (Encompass Health) to obtain "consumer reports" and/or "investigative consumer reports" at any time after receipt of this Authorization and, if I am hired/selected, throughout my employment and/or participation in clinical rotations. To this end, I hereby authorize, without reservation, any person or entity, law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information to ESS, 2500 Southlake Park, Birmingham, AL 35244, toll free 866.859.0143, [www.es2.com](http://www.es2.com), or its subcontractor or another outside organization acting on behalf of ESS. The term "background information" includes, but is not limited to, employment history, reference checks, criminal and civil history information, motor vehicle records, moving violation reports, sex offender status information, education verification, professional licensure verification, drug testing and information related to my Social Security number. I agree that a facsimile ("fax"), electronic (including electronically signed) or photographic copy of this Authorization shall be as valid as an original.

I acknowledge receipt of the Disclosure Regarding Background Investigation (Procurement Of Consumer Report And/Or Investigative Consumer Report). I also acknowledge receipt of the State Law Notices Regarding Background Investigations. I also understand I can view ESS's Privacy Policy on its website, [www.es2.com](http://www.es2.com)

\_\_\_\_\_  
Signature of Employee or Prospective Employee

\_\_\_\_\_  
Date

IF THE INDIVIDUAL IS A MINOR CHILD UNDER THE AGE OF EIGHTEEN YEARS:

I am the parent or legal guardian of the minor child who signed hereinabove; having read the foregoing Authorization, and in my capacity the minor's parent or legal guardian, I hereby authorize and consent to the obtaining of "consumer reports" and "investigative consumer reports" at any time after receipt of this Authorization and, if the minor is hired/selected, throughout the minor's employment/clinical rotation.

\_\_\_\_\_  
Signature of Employee or Prospective Employee

\_\_\_\_\_  
Date

**APPLICANT INFORMATION: TO BE COMPLETED BY APPLICANT**

The following is for identification purposes only to perform the background check and will not be used for any other purpose.

Print: Last Name	First Name	Middle Initial	
Date of Birth	Social Security Number	Driver's License Number	State
Current Address:	City	State	Zip Code
Previous Address (Past 7 Years):	City	State	Zip Code
Previous Address (Past 7 Years):	City	State	Zip Code
Alias Names (Other names I have been known by):			
Degree Obtained	Year Graduated	Name of School	City and State of School
Last Name Used at Time of Graduation			

Exhibit C

(CW2353702; ID 223672.v2)

**ADDITIONAL STATE LAW NOTICES REGARDING BACKGROUND INVESTIGATIONS  
(PROCUREMENT OF CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS)**

**California residents or applicants for positions in California only:** Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by Encompass Health.  By signing below, you also acknowledge receipt of the Notice Regarding Background Investigation Pursuant to California Law, which is being provided with this form.

**Maine residents or applicants for positions in Maine only:** You have the right upon request, to be informed of whether an investigative consumer report was requested by Encompass Health, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from Encompass Health, within 5 days of our receipt of such request, the name, address and telephone number of the nearest unit designated to handle inquires for the consumer reporting agency issuing an investigative consumer report concerning you. You have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such investigative consumer reports.

**Massachusetts residents or applicants for positions in Massachusetts only:** Upon written request to Encompass Health, you have the right to receive a copy of any investigative consumer report about you requested by Encompass Health. You also have the right, under Massachusetts law, to request and promptly receive from the consumer reporting agency a copy of any such reports.

**Minnesota residents or applicants for positions in Minnesota only:** Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

**New Jersey residents or applicants for positions in New Jersey only:** You have the right, upon written request to the consumer reporting agency for a copy of any investigative consumer report Encompass Health requested about you. By signing below, you also acknowledge receipt of A Summary of Your Rights Under the New Jersey Fair Credit Reporting Act, which is being provided with this form.

**New York residents or applicants for positions in New York only:** Upon written request, you will be informed whether or not a consumer report was requested by Encompass Health, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You may inspect and order a free copy of the reports by contacting the background check company. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law, which is being provided with this form.

**Oklahoma residents or applicants for positions in Oklahoma only:** Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

**Washington state residents or applicants in Washington state only:** If Encompass Health requests an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from Encompass Health a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE FOREGOING ADDITIONAL STATE LAW NOTICES REGARDING BACKGROUND INVESTIGATIONS.

APPLICANT'S SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

Exhibit C

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*Para informacion en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20522.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - A person has taken adverse action against you because of information in your credit report;
  - You are the victim of identity theft and place a fraud alert in your file;
  - Your file contains inaccurate information as a result of a fraud;
  - You are on public assistance;
  - You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Exhibit C

(CW2353702; ID 223672.v2)



- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You may give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- Effective September 28, 2018, the following FCRA right applies with respect to nationwide consumer reporting agencies:

**CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE** You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS	CONTACT
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.                      b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau                      1700 G Street, NW                      Washington, DC 20552                       b. Federal Trade Commission:                      Consumer Response Center – FCRA                      Washington, DC 20580                      (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks.</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency                      Customer Assistance Group                      1301 McKinney Street, Suite 3450                      Houston, TX 77010-9050                       b. Federal Reserve Consumer Help Center                      P.O. Box 1200                      Minneapolis, MN 55480                       c. FDIC Consumer Response Center                      1100 Walnut Street, Box # 11                      Kansas City, MO 64106                       d. National Credit Union Administration                      Office of Consumer Protection (OCP)                      Division of Consumer Compliance and Outreach (DCCO)                      1775 Duke Street                      Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation                      Enforcement &amp; Proceedings                      Aviation Consumer Protection Division                      Department of Transportation                      1200 New Jersey Avenue, SE                      Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board                      Department of Transportation                      395 E. Street S.W.                      Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access                      United States Small Business Administration                      409 Third Street, SW, 8<sup>th</sup> Floor                      Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission                      100 F Street NE                      Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration                      1501 Farm Credit Drive                      McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or                      Federal Trade Commission:                      Consumer Response Center – FCRA                      Washington, DC 20580                      (877) 382-4357</p>

NOTICE REGARDING BACKGROUND INVESTIGATION  
PURSUANT TO CALIFORNIA LAW

Encompass Health Corporation and/or one or more of its subsidiaries ("the Company") intends to obtain information about you for employment purposes from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions in the hiring process and throughout your employment if you are hired. The source of any investigative consumer report (as that term is defined under California law) will be ESS, 2500 Southlake Park, Birmingham, AL 35244, toll-free (866) 859-1043, [www.es2.com](http://www.es2.com). The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly by you.
- By requesting that a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailing shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

Exhibit C

(CW2353702; ID 223672.v2)

**A SUMMARY OF YOUR RIGHTS UNDER THE  
NEW JERSEY FAIR CREDIT REPORTING ACT**

The state of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA.

The NJFCRA is modeled after the Federal Fair Credit Reporting Act. You have received a Summary of Your Rights Under the Federal Fair Credit Reporting Act. The two Acts are almost identical, as are your rights under them. You can find the complete text of the NJFCRA at the Department of Consumer Affairs. You may seek damages for violations of the NJFCRA. If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may have a legal cause of action.

**For questions or concerns regarding the NJFCRA please contact:**

**DIVISION OF CONSUMER AFFAIRS**

Department of Law and Public Safety

124 Halsey Street

Newark, NJ 07102

**Phone: 800-242-5846**

973-504-6200

**NEW YORK CORRECTION LAW – ARTICLE 23-A**  
**Licensure and Employment of Persons Previously**  
**Convicted of One or More Criminal Offenses**

**§ 750. Definitions.**

For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation, or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§ 751. Applicability.**

The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.**

No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) The issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§ 753. Factors to be considered concerning a previous criminal conviction; presumption.**

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
  - a. The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
  - b. The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
  - c. The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
  - d. The time which has elapsed since the occurrence of the criminal offense or offenses.
  - e. The age of the person at the time of occurrence of the criminal offense or offenses.
  - f. The seriousness of the offense or offenses.
  - g. Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
  - h. The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§ 754. Written statement upon denial of license or employment.**

At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**§ 755. Enforcement.**

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

**EXHIBIT D**

**HIPAA STUDENT TRAINING / ORIENTATION**

Confidentiality and Privacy mean that the patients have the right to control who will see their protected health information. With the enactment of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), a patient's right to have his/her health information kept private, secure and confidential became more than just an ethical obligation of healthcare providers; it became a federal law.

Protected Health Information ("PHI") includes patient identity, address, age, social security number and any other personal information that patients are asked to provide. In addition, protected health information includes why a person is sick or in the Hospital, what treatments and medications he/she may receive, and other observations about his/her condition or past health conditions.

Healthcare providers use information about patients to determine what services they should receive. **Ask yourself before looking at any protected health information:**

- Do I need this in order to perform clinical rotation duties and provide quality care?
- What is the least amount of information I need to perform clinical rotation duties?

Depending on your task, if you do not need to know confidential patient information, then you should not have access to it.

**Ways to protect a patient's privacy include:**

- Keep discussions about patient care private if reasonably possible by closing doors, pulling curtains and conducting discussions so that others cannot overhear.
- Keep medical records locked and out of public areas.
- If you find that you are overhearing someone else discuss patient information, let them know they can be overheard, and politely remind the individual of the Hospital's privacy policies.
- Do not release any patient information, unless your supervisor has obtained a written authorization from the patient.
- Do not leave messages on answering machines regarding a patient's condition or test results.
- If you should need to copy medical records to complete an assignment, ask your supervisor for permission before making copies. Redact the patient's personal identifiers (*i.e.*, name, date of birth, address, medical record number, insurance information and social security number, if captured) prior to taking the record out of the hospital. **Return all copies to the hospital and shred.**
- If there are persistent problems regarding breaches of confidentiality or you have any questions, notify or contact your clinical rotation supervisor at the Hospital.
- As a student participating in a clinical rotation at the Hospital, I recognize the patients' right to privacy and agree to abide by the Patient's Bill of Rights as posted within the Hospital.
- Additionally, I agree that information relating to a patient's physical and/or emotional status will not be released or discussed except as needed for the care of that patient.

I also understand that breaking HIPAA's rules and regulations can mean either a civil or criminal sanction (penalty).

My signature below indicates that I have read and understood the above information, and will abide by the policies and procedures of the Hospital.

_____	_____	_____
Date	Student Signature	Student Name
_____	_____	_____
Date	Employee Signature	Employee Name

**CLINICAL AFFILIATION AGREEMENT**  
**(Nursing, Therapy, Pharmacy or Other Clinical Care Rotation)**

This Clinical Affiliation Agreement (this "Agreement") is made effective as of \_\_\_\_\_ (the "Effective Date") by and between **Butler Community College** ("School") and **HCA Wesley Rehabilitation Hospital, Inc.**, doing business as Wesley Rehabilitation Hospital, an affiliate of Encompass Health, a Delaware corporation ("Encompass Health").

**WHEREAS**, Encompass Health owns and/or operates an inpatient rehabilitation hospital located at 8338 West 13th Street North, Wichita, Kansas 67212 ("Hospital");

**WHEREAS**, School offers its students an undergraduate degree, or graduate degree, or certification program in the field of nursing, therapy, pharmacy or other clinical care and treatment fields;

**WHEREAS**, as part of such degree or certification program, School desires for its students to have the ability to participate in clinical rotations in patient-care settings at the Hospital; and-

**WHEREAS**, both parties agree that it is to their mutual advantage for selected students of School (the "Students") to receive clinical education experiences at the Hospital.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Encompass Health and School hereby agree as follows:

**1. Affiliation Procedure.** Each clinical education program at Hospital is referred to as the "Program." The Chief Executive Officer of the Hospital will designate a representative to act as a liaison between School and Hospital regarding the Hospital's duties under this Agreement. School shall communicate directly with Hospital to arrange the details of the Program for each Student. This Agreement includes degree programs/disciplines at School and will allow Students to participate in clinical rotations in any of the following areas: nursing, therapy, pharmacy or other clinical care and treatment fields. Notwithstanding the foregoing, Hospital is not obligated to accept any Student. The parties understand and agree that the Programs are not exclusive and the School may place Students in hospitals owned and operated by other entities, and Hospital may accept students from other educational institutions.

**2. Mutual Responsibilities.**

(a) The schedule, content, objectives and goals of all Programs will be arranged in cooperation between the President of the School or his/her designee and the Chief Executive Officer of the Hospital or his/her designee. The parties shall mutually agree on the

number of Students and the length of time each Student shall spend participating in a Program at the Hospital.

(b) The School and the Hospital acknowledge and agree that Hospital rules and regulations apply to Students. The rules and regulations of the Hospital, including, but not limited to, Hospital's Drug and Alcohol Policy, shall be provided to the School by the Hospital. Notwithstanding the foregoing, no Student, agent, or employee of the School shall be considered an employee of Encompass Health Corporation or the Hospital at any time during the term of this Agreement and, therefore, no workers' compensation coverage will be provided to any Student, agent or employee of the School by Encompass Health Corporation or Hospital. If the state where the Hospital is located requires workers' compensation coverage for Students, agents or employees of the School, the School agrees to provide such coverage in accordance with state law for all persons it sends to Hospital for the entire length of each person's clinical rotation at the Hospital and for the term of this Agreement and any extension of the term of this Agreement.

(c) The School and the Hospital retain the privilege to exchange and review materials relevant to the Student's clinical education, and will comply with the Family Educational Rights and Privacy Act (FERPA) and applicable state law.

### 3. School Responsibilities.

(a) The School shall ensure that the Students are assigned appropriately by evaluating Student competence and knowledge prior to the clinical experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in a Program at the Hospital. Prior to each Student's clinical experience, if rotating in a patient care role, the School shall provide the Hospital written verification that such Student is competent to perform basic emergency procedures, such as Cardio-Pulmonary Resuscitation. The School will retain ultimate responsibility for the education of its Students.

(b) Faculty provided by the School, if any, shall be duly licensed, certified or otherwise qualified to participate in the Program. The School will provide proof of licensure, certification or other qualifications to Hospital upon request.

(c) The School shall select Students without regard to race, creed, sex, national origin, age, disability or other prohibited basis. Prior to the Students' clinical experience, the School shall provide written verification to the Hospital that each student participating in a Program has been screened and/or immunized against communicable diseases, such as tuberculosis, etc., as recommended by the Centers for Disease Control.

(d) The School shall require each Student to provide proof of medical insurance. The School shall (or School shall require each Student to) obtain and maintain professional and general liability insurance for each student of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide proof of such coverage to the Hospital prior to each Student coming onto the Hospital's premises. If School participates in a state sponsored patient compensation fund, primary professional liability limits required by this Agreement shall be in accordance with said statute, and School shall provide Hospital with evidence of its primary limit,



along with proof of participation in said patient compensation fund. If School provides said insurance, it may be provided through a program of qualified self-insurance. The School and Encompass Health agree that such insurance policies maintained by the School or Student: (i) shall be primary and that any insurance maintained by Encompass Health or its parent company shall be non-contributing; (ii) must cover any claims made against the School, Hospital or Encompass Health relating to this Agreement, unless loss or claim is due to Hospital's sole negligence; and (iii) shall be in full force and effect for a period of three (3) years after termination or expiration of the Student's clinical rotation at the Hospital unless such coverage is occurrence-based coverage. The School agrees that such insurance maintained by the School or Student may not be cancelled or materially changed without at least a thirty (30) day written notice to the Hospital.

(e) The School agrees that and shall inform Students that it is the Students' responsibility for arranging their: (i) transportation needed to fulfill their responsibilities at the Hospital; (ii) room and board during their participation in the Program; and (iii) arrival and departure dates with the Hospital.

(f) The School shall advise the Student that he/she will be required to sign a Statement of Confidentiality in the form attached hereto as Exhibit A.

(g) The School shall advise the Student that he/she will be required to sign an Acknowledgement Form regarding Hospital's Drug and Alcohol Policy in the form attached hereto as Exhibit B.

(h) The School shall advise the Student that he/she will be required to sign a Release Statement Certification regarding certain investigative background checks in the form attached hereto as Exhibit C.

(i) The School shall advise the Student that he/she will be required to sign a Health Insurance Portability and Accountability Act (HIPAA) Student Training Documentation form regarding the confidentiality and privacy of patient protected health information in the form attached hereto as Exhibit D.

#### 4. Hospital Responsibilities.

(a) The Hospital shall provide all reasonable information requested by the School on a Student's work performance, and notify the School as soon as practical in advance of a clinical assignment or of any change in the Hospital's ability to take Students. The Hospital, in cooperation with the School, shall inform each Student of all relevant schedules, rules, and regulations of the Hospital, including Hospital's Drug and Alcohol Policy, and professional standards of practice. The Hospital shall provide each Student with a work schedule similar to that of a clinician. The Hospital shall complete and return all Student evaluations according to any reasonable schedule provided by the School.

(b) Hospital shall carry appropriate professional liability insurance on its employees, but not any Students or faculty provided by the School, in the amounts of at least

\$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide written evidence to the School upon reasonable request.

(c) The Hospital may provide to the Students, to the extent possible, first aid for injuries, including, but not limited to, needle sticks. However, the Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid, and treatment and the payment for such treatment shall be the responsibility of the individual Student.

(d) The Hospital shall provide clinical instruction to the Students and supervise the Students' clinical experience.

(e) The Hospital is responsible for assuring that the healthcare and rehabilitation services received by its patients are performed in a competent, efficient and satisfactory manner. Therefore, the Hospital has the right to perform criminal background screening and drug and alcohol tests on Students prior to the Students' participating in the Program and randomly during their participation in the Program, regardless of whether the Hospital has reasonable suspicion of drug and/or alcohol usage by the Students.

5. **Student Withdrawal.** A Student may be withdrawn from the Program at any time by the School or the Hospital for any of the following reasons:

(a) Unprofessional or unethical behavior exhibited by the Student.

(b) Failure by the Student to meet any necessary academic requirements.

(c) Personal good cause, including, but not limited to, medical emergencies.

(d) Arrest for a felony or crime involving moral turpitude or theft.

(e) Use of alcohol, drugs or other toxic or foreign agents which tend, in the Hospital's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.

(f) Refusal to take a drug and alcohol test, or if a test proves positive for a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substance, or any other violation of Hospital's Drug and Alcohol Policy.

(g) Any other reason in the reasonable judgment of Hospital.

6. **Confidential Information.** The School shall not disclose the terms of this Agreement to any person who is not a Student or a party to this Agreement, except as required by law or as authorized by Encompass Health. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Encompass Health with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School. The School shall inform Students that they must maintain as confidential all Encompass Health information, including data and all patient records. Students should not copy or remove

any Encompass Health materials or patient information from the premises. Students doing case studies must have a signed patient release form on the patient's chart. Each Student shall at all times abide by and adhere to all policies and procedures of Encompass Health with respect to the protection of individually identifiable health information or any requirements as may be applicable to the Students or the School in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the regulations promulgated relative thereto.

**7. Use and Protection of Intellectual Property.** Encompass Health retains all rights and interests in its name and logo and all related intellectual property, including programs and educational materials (collectively "Intellectual Property"). The School shall inform Students that all intellectual property Students create while at Encompass Health, through work, study or research and development activities, will be the property of Encompass Health. The School shall cause its Students to irrevocably transfer all of the Student's rights, title and interest in and to the intellectual property to Encompass Health if necessary. The School agrees to sign and give to Encompass Health any agreements, assurances, undertakings, acknowledgements or other documents Encompass Health may reasonably require relating to the intellectual property during the Program or afterwards.

**8. Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one year, unless earlier terminated: (a) by the parties upon mutual written consent, (b) by either party upon at least ninety (90) days' prior written notice to the other party or (c) as otherwise set forth herein. Students participating in a Program at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Hospital, at the hospital's sole discretion. This Agreement shall automatically renew for additional one-year terms unless otherwise terminated as set forth herein.

**9. Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally, certified mail, or by overnight courier and shall be deemed to have been duly given when delivered personally or one day after delivered to the overnight courier, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.

**10. Additional Acts.** Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**11. Binding Effect and Captions.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their permitted successors and assigns. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

**12. Consents and Approvals.** For each Student who enters the Hospital, all consents and approvals required by the School under this Agreement shall be conclusively presumed to have been obtained and this Agreement shall be binding and enforceable against School.

**13. Counterparts; Electronic Execution and Retention.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

**14. Closing or Sale of Encompass Health.** In the event the Hospital closes or is sold to a third party, Encompass Health reserves the right to terminate this Agreement effective upon such closure or sale.

**15. Independent Contractor.** The School shall be an independent contractor of Encompass Health. No joint venture or partnership, no relationship of employer and employee, master and servant or principal and agent, is created by this Agreement and neither party shall be considered an agent, servant or employee of the other party. Neither party, nor any of its agents, employees or affiliates, shall have any claim under this Agreement or otherwise against the other party for vacation pay, sick pay, retirement benefits or any other employee benefit of any kind.

**16. Modifications and Waivers.** This Agreement may not be changed or terminated orally, but may only be changed or terminated by an agreement in writing signed by both parties. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default.

**17. No Rule of Construction.** The parties acknowledge that this Agreement was initially prepared by Encompass Health solely as a convenience and that all parties and their counsel hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

**18. Severability.** In any case one or more of the provisions or part thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining parts of the provision and the remaining provisions of this Agreement will remain in full force and effect, and such invalid, illegal and unenforceable provisions shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

**19. Survivability.** With the exception of this Section and any provision of this Agreement which requires performance after the term of this Agreement has expired or been terminated, no provision of this Agreement shall survive the expiration or termination of this Agreement.

20. Entirety. This Agreement constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date and year first above written.

“SCHOOL”:

**Butler Community College**

By: \_\_\_\_\_

~~Name: Beth B. Eagleton, PhD, MN, RN~~

Name: Dr. Kimberly W. Krull

Its: ~~---~~ President

Address:

901 South Haverhill Road

El Dorado, Kansas 67042

Attention: Beth B. Eagleton, PHD, MN, RN

Associate Dean of Nursing and Allied Health

“ENCOMPASS HEALTH”:

**HCA Wesley Rehabilitation Hospital, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its Authorized Representative

Address:

8338 West 13th Street North

Wichita, Kansas 67212

**EXHIBIT A**

**STATEMENT OF CONFIDENTIALITY**

As a participant in clinical rotations at the Hospital, I hereby acknowledge my responsibility to keep all patient and business information of the Hospital and Encompass Health Corporation (formerly named HealthSouth Corporation) confidential, in accordance with federal and state laws and regulations and the Agreement made by and between the Hospital and School. Furthermore, I agree, under penalty of law, not to disclose: (i) specific information regarding any patient to any person or persons, except to authorized clinical staff and associated personnel as necessary to perform my clinical rotation duties; and (ii) any confidential business information of the Hospital and Encompass Health Corporation to any third party. This Statement of Confidentiality shall continue in effect after my clinical rotation at the Hospital has expired or terminated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Student (Print)

\_\_\_\_\_  
Signature of Student

**EXHIBIT B**

**DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT FORM**

**(CONFIDENTIAL)**

By signing below, I hereby acknowledge that I have received a copy of Encompass Health's Drug and Alcohol Policy and agree that I will read the policy.

I understand that situations may occur in which I will be required to take a drug or alcohol test or submit to a search of my person or possessions in accordance with Hospital policy. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a drug or alcohol test; (ii) by refusing to allow a search; (iii) if a drug or alcohol test proves positive; or (iv) if a search discloses possession of a prohibited item, such as a weapon.

I further understand if I am involved in a work-related accident, I may be required to submit to a blood or urine test. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a blood or urine test; or (ii) if such blood or urine test proves positive.

I also understand that upon my request I will be provided a list of all drugs / substances for which tests will be conducted.

I further understand that adherence to Encompass Health's Drug and Alcohol Policy is a condition of clinical rotation for all students and hereby consent to and accept such policy as a condition of my rotation.

\_\_\_\_\_  
Name of Student (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Signature

Exhibit B

(CW2353702; ID 223672.v2)

EXHIBIT C

**DISCLOSURE REGARDING BACKGROUND INVESTIGATION  
(PROCUREMENT OF CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS)**

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY:

PLEASE BE ADVISED that Encompass Health Corporation and/or one or more of its subsidiaries ("Encompass Health") may obtain information about you from a Consumer Reporting Agency for employment purposes and/or for participation in clinical rotations. Thus, you may be the subject of a Consumer Report or an Investigative Consumer Report, which may include information about your character, general reputation, personal characteristics, and mode of living, and which can involve personal interviews with sources such as your neighbors, friends, associates, or others. These reports may include employment history and reference checks, criminal and civil history information, motor vehicle records and moving violation reports ("driving records"), sex offender status reports, education verification, professional licensure verification, drug testing and Social Security Verification. The scope of the Authorization will allow Encompass Health to obtain all manner of consumer reports and investigative consumer reports to evaluate you for employment purposes and/or participation in clinical rotations now and, if you are hired/selected, throughout the course of your employment and/or participation in clinical rotations without further notice, to the extent permitted by applicable federal and state law. As a result, you should carefully consider whether to authorize the procurement of a report.

PLEASE BE FURTHER ADVISED that it is Encompass Health who determines the nature and scope of any consumer report, and you have the right, upon written request to Encompass Health and made within a reasonable time after receipt of this notice, to obtain a complete and accurate disclosure of the nature and scope of any such report. A written summary of your rights under the Fair Credit Reporting Act is being provided to you along with this form.

FINALLY, PLEASE BE ADVISED that the Consumer Report and/or Investigative Consumer Report will be prepared by Employment Screening Services, Inc., 2500 Southlake Drive Birmingham, AL 35244, USA. Toll-free 866.859.0143, [www.es2.com](http://www.es2.com), or its subcontractor.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE FOREGOING DISCLOSURE.

APPLICANT'S SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_



**AUTHORIZATION**

I HEREBY AUTHORIZE Encompass Health Corporation and its subsidiaries (Encompass Health) to obtain “consumer reports” and/or “investigative consumer reports” at any time after receipt of this Authorization and, if I am hired/selected, throughout my employment and/or participation in clinical rotations. To this end, I hereby authorize, without reservation, any person or entity, law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information to ESS, 2500 Southlake Park, Birmingham, AL 35244, toll free 866.859.0143, [www.es2.com](http://www.es2.com), or its subcontractor or another outside organization acting on behalf of ESS. The term “background information” includes, but is not limited to, employment history, reference checks, criminal and civil history information, motor vehicle records, moving violation reports, sex offender status information, education verification, professional licensure verification, drug testing and information related to my Social Security number. I agree that a facsimile (“fax”), electronic (including electronically signed) or photographic copy of this Authorization shall be as valid as an original.

I acknowledge receipt of the Disclosure Regarding Background Investigation (Procurement Of Consumer Report And/Or Investigative Consumer Report). I also acknowledge receipt of the State Law Notices Regarding Background Investigations. I also understand I can view ESS’s Privacy Policy on its website, [www.es2.com](http://www.es2.com).

\_\_\_\_\_  
Signature of Employee or Prospective Employee

\_\_\_\_\_  
Date

**IF THE INDIVIDUAL IS A MINOR CHILD UNDER THE AGE OF EIGHTEEN YEARS:**  
I am the parent or legal guardian of the minor child who signed hereinabove; having read the foregoing Authorization, and in my capacity the minor’s parent or legal guardian, I hereby authorize and consent to the obtaining of “consumer reports” and “investigative consumer reports” at any time after receipt of this Authorization and, if the minor is hired/selected, throughout the minor’s employment/clinical rotation.

\_\_\_\_\_  
Signature of Employee or Prospective Employee

\_\_\_\_\_  
Date

**APPLICANT INFORMATION: TO BE COMPLETED BY APPLICANT**

**The following is for identification purposes only to perform the background check and will not be used for any other purpose.**

Print: Last Name				First Name		Middle Initial	
Date of Birth		Social Security Number		Driver’s License Number		State	
Current Address:		City		State		Zip Code	
Previous Address (Past 7 Years):		City		State		Zip Code	
Previous Address (Past 7 Years):		City		State		Zip Code	
Alias Names (Other names I have been known by):							
Degree Obtained		Year Graduated		Name of School		City and State of School	
Last Name Used at Time of Graduation							

**ADDITIONAL STATE LAW NOTICES REGARDING BACKGROUND INVESTIGATIONS  
(PROCUREMENT OF CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS)**

**California residents or applicants for positions in California only:** Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by Encompass Health.  By signing below, you also acknowledge receipt of the Notice Regarding Background Investigation Pursuant to California Law, which is being provided with this form.

**Maine residents or applicants for positions in Maine only:** You have the right upon request, to be informed of whether an investigative consumer report was requested by Encompass Health, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from Encompass Health, within 5 days of our receipt of such request, the name, address and telephone number of the nearest unit designated to handle inquires for the consumer reporting agency issuing an investigative consumer report concerning you. You have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such investigative consumer reports.

**Massachusetts residents or applicants for positions in Massachusetts only:** Upon written request to Encompass Health, you have the right to receive a copy of any investigative consumer report about you requested by Encompass Health. You also have the right, under Massachusetts law, to request and promptly receive from the consumer reporting agency a copy of any such reports.

**Minnesota residents or applicants for positions in Minnesota only:** Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

**New Jersey residents or applicants for positions in New Jersey only:** You have the right, upon written request to the consumer reporting agency for a copy of any investigative consumer report Encompass Health requested about you. By signing below, you also acknowledge receipt of A Summary of Your Rights Under the New Jersey Fair Credit Reporting Act, which is being provided with this form.

**New York residents or applicants for positions in New York only:** Upon written request, you will be informed whether or not a consumer report was requested by Encompass Health, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You may inspect and order a free copy of the reports by contacting the background check company. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law, which is being provided with this form.

**Oklahoma residents or applicants for positions in Oklahoma only:** Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

**Washington state residents or applicants in Washington state only:** If Encompass Health requests an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from Encompass Health a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE FOREGOING ADDITIONAL STATE LAW NOTICES REGARDING BACKGROUND INVESTIGATIONS.

APPLICANT'S SIGNATURE

DATE

Exhibit C

(CW2353702; ID 223672<sup>02</sup>)

Para informacion en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20522.

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - A person has taken adverse action against you because of information in your credit report;
  - You are the victim of identity theft and place a fraud alert in your file;
  - Your file contains inaccurate information as a result of a fraud;
  - You are on public assistance;
  - You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Exhibit C

(CW2353702; ID 223672.v2)

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You may give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- Effective September 28, 2018, the following FCRA right applies with respect to nationwide consumer reporting agencies:

**CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE** You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS	CONTACT
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks.</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box # 11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

NOTICE REGARDING BACKGROUND INVESTIGATION  
PURSUANT TO CALIFORNIA LAW

Encompass Health Corporation and/or one or more of its subsidiaries ("the Company") intends to obtain information about you for employment purposes from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions in the hiring process and throughout your employment if you are hired. The source of any investigative consumer report (as that term is defined under California law) will be ESS, 2500 Southlake Park, Birmingham, AL 35244, toll-free (866) 859-1043, [www.es2.com](http://www.es2.com). The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly by you.
- By requesting that a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailing shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

Exhibit C

(CW2353702; ID 223672.v2)

**A SUMMARY OF YOUR RIGHTS UNDER THE  
NEW JERSEY FAIR CREDIT REPORTING ACT**

The state of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA.

The NJFCRA is modeled after the Federal Fair Credit Reporting Act. You have received a Summary of Your Rights Under the Federal Fair Credit Reporting Act. The two Acts are almost identical, as are your rights under them. You can find the complete text of the NJFCRA at the Department of Consumer Affairs. You may seek damages for violations of the NJFCRA. If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may have a legal cause of action.

**For questions or concerns regarding the NJFCRA please contact:**

**DIVISION OF CONSUMER AFFAIRS**  
Department of Law and Public Safety  
124 Halsey Street  
Newark, NJ 07102  
**Phone: 800-242-5846**  
973-504-6200



Licensure and Employment of Persons Previously  
Convicted of One or More Criminal Offenses

**§ 750. Definitions.**

For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation, or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§ 751. Applicability.**

The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.**

No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) The issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§ 753. Factors to be considered concerning a previous criminal conviction; presumption.**

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
  - a. The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
  - b. The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
  - c. The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
  - d. The time which has elapsed since the occurrence of the criminal offense or offenses.
  - e. The age of the person at the time of occurrence of the criminal offense or offenses.
  - f. The seriousness of the offense or offenses.
  - g. Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
  - h. The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§ 754. Written statement upon denial of license or employment.**

At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**§ 755. Enforcement.**

Exhibit C

(CW2353702; ID 223672<sup>10</sup>)

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

Exhibit C

(CW2353702; ID 223672)

**EXHIBIT D**

**HIPAA STUDENT TRAINING / ORIENTATION**

Confidentiality and Privacy mean that the patients have the right to control who will see their protected health information. With the enactment of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), a patient's right to have his/her health information kept private, secure and confidential became more than just an ethical obligation of healthcare providers; it became a federal law.

Protected Health Information ("PHI") includes patient identity, address, age, social security number and any other personal information that patients are asked to provide. In addition, protected health information includes why a person is sick or in the Hospital, what treatments and medications he/she may receive, and other observations about his/her condition or past health conditions.

Healthcare providers use information about patients to determine what services they should receive. Ask yourself before looking at any protected health information:

- Do I need this in order to perform clinical rotation duties and provide quality care?
- What is the least amount of information I need to perform clinical rotation duties?

Depending on your task, if you do not need to know confidential patient information, then you should not have access to it.

**Ways to protect a patient's privacy include:**

- Keep discussions about patient care private if reasonably possible by closing doors, pulling curtains and conducting discussions so that others cannot overhear.
- Keep medical records locked and out of public areas.
- If you find that you are overhearing someone else discuss patient information, let them know they can be overheard, and politely remind the individual of the Hospital's privacy policies.
- Do not release any patient information, unless your supervisor has obtained a written authorization from the patient.
- Do not leave messages on answering machines regarding a patient's condition or test results.
- If you should need to copy medical records to complete an assignment, ask your supervisor for permission before making copies. Redact the patient's personal identifiers (*i.e.*, name, date of birth, address, medical record number, insurance information and social security number, if captured) prior to taking the record out of the hospital. **Return all copies to the hospital and shred.**
- If there are persistent problems regarding breaches of confidentiality or you have any questions, notify or contact your clinical rotation supervisor at the Hospital.
- As a student participating in a clinical rotation at the Hospital, I recognize the patients' right to privacy and agree to abide by the Patient's Bill of Rights as posted within the Hospital.
- Additionally, I agree that information relating to a patient's physical and/or emotional status will not be released or discussed except as needed for the care of that patient.

I also understand that breaking HIPAA's rules and regulations can mean either a civil or criminal sanction (penalty).

My signature below indicates that I have read and understood the above information, and will abide by the policies and procedures of the Hospital.

Date	Student Signature	Student Name
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Date	Employee Signature	Employee Name
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Document comparison by Workshare 10.0 on Wednesday, October 9, 2019  
1:43:11 PM

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Description	Clinical Affiliation Agreement - Butler Community College (Wesley) (ID 223672)
Document 2 ID	file:///Z:/Document Vault\ID2\07E87E7B-3C70-4474-A2F1-A0E5DFE570A3\0\223000-223999\223672\SV4\Clinical Affiliation Agreement - Butler Community College (Wesley) (ID 223672).docx
Description	Clinical Affiliation Agreement - Butler Community College (Wesley) (ID 223672)
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Legend:	
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Statistics:	
	Count
Insertions	20
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Moved from	0

Moved to	0
Style change	0
Format changed	0
Total changes	22

**SUPPLEMENTAL INFORMATION**

Office of Research and Institutional Effectiveness

215 BOE

(316) 322.3338



**Butler Community College Key Performance Indicators**

<b>KPI</b>	<b>Definition</b>	<b>Goal</b>	<b>CURRENT OUTCOME</b>
Completion (Grad rates) <i>Updated in spring</i>	IPEDS Graduation Rate (First-time, Full-Time, Degree-Seeking; 150%)	Increase graduation of FT/FT, degree-seeking students from 24% to 34% by 2020	26% Transfer = 26%  (2017 = 23%; Transfer = 29%)
Completion (Credential awards) <i>Preliminary update – late fall; final update - spring</i>	Annual production of certificates and degrees	Increase the award of degrees and certificates from 1,415 to 1,557 by 2020	1,496 (1,436 in AY 2017)
Retention <i>Updated in spring</i>	IPEDS Fall Enrollment Report; retention of first-time, full-time, degree-seeking students from fall to fall	Increase retention of FT/FT, degree-seeking students to 71% by 2020	60 % (2017 = 60 %)
CTE placement rates <i>Updated in spring</i>	Job placements of completers/leavers of Butler CTE programs	Exceed 79%	77% (2017 = 71%)
Transfer GPA <i>Updated in spring</i>	GPA of Butler transfers to WSU compared to native students	Exceed native GPA	Fall 2017 Term GPAs: Average GPA of new Butler transfers = 2.68 (2.60 in Fall 2016) Average GPA of native students = 2.55 (2.63 in Fall 2016)

**KBOR PERFORMANCE AGREEMENT OUTCOMES**

<b>GOAL</b>	<b>KBOR Mandated Baseline</b>	<b>OUTCOME Year 2</b>
Increase third party industry credentials	1012	1121
ALP success rates	63.1%	58.3%
Increase STEM credentials	302 AAS and Certificates	294
Improve College Algebra pass rates	65.2%	69.8%
First year retention	62.4%	65.4%

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Strategic Enrollment Plan
Responsible individual	Jessica Ohman
Report for the BOT meeting of	November 12, 2019
Strategic Goal: <b>Ensure Student Success</b>	Priority Number: <b>1f</b> (Create and execute the Strategic Enrollment Plan beginning fall 2019)

### **Narrative**

With enrollment on the decline for the past three years, it became clear the College needed to take different measures to stabilize enrollment and enhance service to students. Given the state of the current environment with low unemployment rate and fierce competition among higher education institutions in the region, action is required to strategically influence enrollment growth and retention.

The strategic enrollment management planning process will allow Butler to implement action plans that will necessitate changes with marketing, recruiting, program/course scheduling, and retention of students to meet enrollment targets.

### **Current Outcomes**

The Strategic Enrollment Management plan was created in September 2019.

### **Action items for future outcomes**

The Strategic Enrollment Management plan is a working document to be revised as necessary throughout the year.

### **Strategic Alignment**

The Strategic Enrollment Management plan is aligned with the College's institutional strategic priorities of: Ensuring Student Success, Contributing to our Communities, and Advancing Institutional Effectiveness.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	PROVIDE Reports
Responsible individual	Lori Winningham, Esam Mohammad Jaime Goering
Report for the BOT meeting of	November 12, 2019
Strategic Goal: <b>Ensure Student Success</b>	Priority Number: <b>2a</b> (Present PROVIDE information to the Board of Trustees beginning Fall 2019)

### **Narrative**

At the September 10<sup>th</sup> Board of Trustees meeting, Jonathan Craig and Jaime Goering provided an overview of the work completed by the Program Viability Determination (PROVIDE) Committee. During the meeting, an overview of the purpose of the committee, committee member summary and general scoring rubrics and data resources were presented. At the time of the September meeting, the PROVIDE Committee was waiting for feedback from academic leads/chairs pertaining to their comments on the overall scoring for their respective departments. Their feedback was due to the committee by October 1<sup>st</sup>. The feedback forms have all been return and compiled by the PROVIDE Co-Chairs and has been dispersed to PROVIDE Committee members for review and comment.

During the September Board of Trustees meeting, it was also noted that the academic program clusters would be randomized and put on a three-year PROVIDE review cycle. Using a randomizer website during the PROVIDE Committee meeting on October 18<sup>th</sup>, the program cluster groupings were selected for the upcoming review cycles. This information along with more detailed information on overall scoring and academic feedback will be presented at an upcoming Board of Trustees meeting.

### **Current Outcomes**

Second year PROVIDE committee empaneled and already meeting. Randomizer tool used to select program clusters for the next round in a staggered fashion so that every year one third of the clusters are evaluated. First year comprehensive evaluations shared with the deans and feedback loop completed to feed into the second year process.

### **Action items for future outcomes**

Collection of the data for the five elements of the evaluation to begin at the turn of the calendar year.

### **Strategic Alignment**

This objective is part of BCC's 2018-2020 Strategic Plan which in its Action Statement 1.3 calls for the development and piloting of a plan to assess the viability of the institution's academic programs.



## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Shared/Participatory Governance
Responsible individual	Lori Winningham, Kim Krull, Shelley Stultz
Report for the BOT meeting of	November 12, 2019
Strategic Goal: <b>Invest in our Employees' Success</b>	Priority Number: <b>2b</b> (Initiate "ButlerTalk" and "Faculty Forums" during Fall 2019 and share compiled feedback)

### Narrative

The purpose of a ButlerTalk/FacultyTalk is to *actively* engage employees in dialog around Butler's values, culture, work environment and various influences on job satisfaction. Specific questions and activities provide insight on what we do well, what we can improve on, and how we might go about making improvement happen. It is also an opportunity to explore what our values mean to them and how their job contributes to our mission.

### Current Outcomes

During the months of August and September 89 employees have participated in a ButlerTalk session with Dr Krull and Shelley Stultz, Associate Vice President of Human Resources. Participants at each ButlerTalk have provided ideas and input on how to improve key issues that may be a factor in job satisfaction and doing their best work every day. Common themes have emerged that appear to have a far reach across all divisions and departments.

- Communication - College wide, inter-departmental, procedural changes and general information regarding college activities, new programs and updates.
- Resources – Budget, People, Equipment, Time

Similar sessions are planned for October 30<sup>th</sup> for faculty with Dr. Krull and Lori Winningham, VPA leading those discussions. All faculty, full-time and adjunct, have been invited to participate.

### Action items for future outcomes

The information shared will be used for the purpose of identifying how to improve the work environment for all Butler employees. Some ideas for improvement can be immediately implemented while others will require a more detailed analysis. Small tasks groups will be formed to drill down on the most common issues identified and to provide solutions that will have an overall impact for the College.

### Strategic Alignment

Invest in our Employees' Success

*Butler will create a culture that engages employees and develops their full potential to influence student and community success*

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Training Opportunities
Responsible individual	Lora Jarvis
Report for the BOT meeting of	November 12, 2019
Strategic Goal: <b>Invest in our Employees' Success</b>	Priority Number: <b>3c</b> (Survey, develop, and implement training opportunities for Op-Staff beginning Fall 2019)

### **Narrative**

In order to provide the best service to Butler's customers, the staff needs to have the best training available. Administrative assistants are not often afforded the chances to travel for conferences and other trainings so Butler has started a program just for them.

### **Current Outcomes**

After sending a survey to all of the administrative assistants at Butler asking them what their strengths were, what trainings they would like to have, and what trainings they might be able to provide for others, meetings were held in October and November allowing the administrative assistants the chance to get to know each other as well as receive relevant trainings for their jobs. Over 15 Administrative Assistants attended each meeting and received trainings on specific programs through Information Services that will assist them in doing their jobs better.

### **Action items for future outcomes**

Monthly meetings will continue through Summer 2020 where the trainings will be reevaluated. It is possible we will invite additional members of the OpStaff starting in the Fall of 2020.

### **Strategic Alignment**

This objective is part of Butler Community College's 2019-2021 Strategic Plan with the college's goal of "Invest in our Employee's Success", under which Priority 3 calls for the support of a culture of innovation, excellence and accountability through performance management and professional development. Performance indicator 3.3c asks to survey, develop, and implement training opportunities for Op-Staff beginning Fall 2019.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	High School Students
Responsible individual	Dr. Jessica Ohman
Report for the BOT meeting of	November 12, 2019
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>1c</b> (Maintain a continuous review of high school student recruitment, support, matriculation, and retention during AY 2020)

### **Narrative**

Butler maintains a strong presence in area high schools through student recruitment and concurrent enrollment. Through participation in college planning conferences, the home school conference, high school events and regular scheduled high school visits, Admissions staff educates students of their options post-high school and how Butler can help them meet their educational goals. As the enrollment of high school students remains steady, the High School Academic Partnerships and Admissions offices collaborate to focus efforts on the retention (or matriculation) of high school students after graduation.

### **Current Outcomes**

While providing a strong concurrent enrollment experience, collaborative efforts are made to increase the number of high school students that choose Butler as their post-secondary option after graduation. Over the last five years, an average of 25% of high school seniors participating in dual-credit courses attended Butler after graduating.

### **Action items for future outcomes**

As data is collected to provide feedback for Admissions events, modifications are made to provide events and information that best meet the needs of our high school students. Additional events are being initiated to engage high school counselors and provide them with information needed to recommend Butler to their students. In AY20, the offices of Admissions, Early College Academies, and High School Academic Partnerships will partner on recruitment initiatives/events.

### **Strategic Alignment**

The engagement of high school students and counselors assists in furthering the priority of contributing to our communities. The priority also focuses on student success by supporting concurrent enrollment and enrollment upon graduation.

## REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Advisory Board
Responsible individual	Kim Krull
Report for the BOT meeting of	November 12, 2019
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>2a</b> (Initiate and engage Butler Community College Advisory Group to meet 1x each semester to communicate and connect college updates and community needs beginning Fall 2019)

### **Narrative**

In order to develop Butler's future strategic vision and strategic plans, the college needs to be informed, in part, with information from college constituents and stakeholders. A College Advisory Group will be established that will meet once each semester for this purpose.

### **Current Outcomes**

The Butler Advisory Group has been identified with representatives from across the county along with a few key representatives from the service area. The first meeting of the advisory group is planned prior to the end of the semester with an agenda currently being developed for the meeting.

### **Action items for future outcomes**

The first Advisory Group meeting will be held prior the end of the semester with a second meeting planned for late spring or early summer.

### **Strategic Alignment**

This objective is part of Butler Community College's 2019-2021 Strategic Plan with the college's goal of "Contributing to Our Communities", under which Priority 2 calls for engaging community members and college stakeholders through strategic communication and visioning and a performance indicator 2.2a which identifies a College Advisory Group will be initiated and will meet once each semester to communicate and connect college updates and community needs.

Butler Community College  
Statement of Revenue, Expenditures, Other Changes  
As of 10/31/2019

FISCAL YEAR 20, PERIOD 04  
Operating Funds 1100, 1200, 1500

	2020				2019			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
<b>REVENUES:</b>								
Tuition/Fees	19,235,914	10,826,495	8,409,419	56.28%	19,960,768	11,068,140	8,892,628	55.45%
Local Sources	14,648,337	1,267,321	13,381,016	8.65%	14,733,876	1,030,057	13,703,819	6.99%
State Sources	15,870,398	7,635,503	8,234,895	48.11%	15,278,990	7,277,292	8,001,698	47.63%
Auxiliary Sources	17,724	8,190	9,534	46.21%	17,724	7,225	10,499	40.76%
Other Sources	1,042,959	243,384	799,575	23.34%	942,039	285,229	656,810	30.28%
Transfers	109,249	0	109,249	0.00%	422,397	274,540	147,857	65.00%
<b>TOTAL REVENUES:</b>	<b>50,924,581</b>	<b>19,980,893</b>	<b>30,943,688</b>	<b>39.24%</b>	<b>51,355,794</b>	<b>19,942,483</b>	<b>31,413,311</b>	<b>38.83%</b>
<b>EXPENSES:</b>								
Instruction	15,831,493	3,939,600	11,891,893	24.88%	15,725,325	3,782,971	11,942,354	24.06%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Public Service	0	0	0	0.00%	0	0	0	0.00%
Academic Support	3,629,056	1,064,477	2,564,579	29.33%	3,586,640	1,068,574	2,518,066	29.79%
Student Services	6,601,171	2,020,074	4,581,097	30.60%	6,501,082	2,036,451	4,464,631	31.32%
Institutional Support	18,220,708	6,914,020	11,306,688	37.95%	17,245,752	6,515,424	10,730,328	37.78%
Physical Plant Operations	3,519,814	945,295	2,574,519	26.86%	3,293,128	962,943	2,330,185	29.24%
Student Financial	3,710,385	1,784,261	1,926,124	48.09%	3,765,385	1,739,480	2,025,905	46.20%
Auxiliary Enterprise	235,000	0	235,000	0.00%	205,000	0	205,000	0.00%
<b>TOTAL EXPENSES:</b>	<b>51,747,627</b>	<b>16,667,726</b>	<b>35,079,901</b>	<b>32.21%</b>	<b>50,322,312</b>	<b>16,105,843</b>	<b>34,216,469</b>	<b>32.01%</b>
<b>TRANSFERS AMONG FUNDS:</b>								
Mandatory Transfers	1,135,060	553,480	581,580	48.76%	1,370,424	818,655	551,769	59.74%
Non-Mandatory Transfers	686,000	0	686,000	0.00%	615,000	0	615,000	0.00%
<b>TOTAL TRANSFERS:</b>	<b>1,821,060</b>	<b>553,480</b>	<b>1,267,580</b>	<b>30.39%</b>	<b>1,985,424</b>	<b>818,655</b>	<b>1,166,769</b>	<b>41.23%</b>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<b>(2,777,002)</b>	<b>2,660,055</b>			<b>(1,096,214)</b>	<b>2,942,651</b>		
Fund Balances, Beginning of year	7,135,350	7,135,350			9,517,439	9,517,439		
Fund Balances, End of Period	<u>4,358,348</u>	<u>9,795,406</u>			<u>8,421,225</u>	<u>12,460,089</u>		

## **Statement of Revenue, Expenditures, and Other Changes**

### **REVENUES:**

#### Tuition/Fees

In-County, In-State, Out-State, International Tuition, Tuition Waivers, Continuing Ed Fees, Nursing Fees, Auto Tech Uniform Fees, International Student Processing Fees, Online Course 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 and EduCare 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

#### Other Expenditures

Parking and 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 Enterprise

Operating Support of EduCare Center

#### Transfers

Debt Service Payments, Operating Support to ABE, BETA, and Grizzly Adventures, Annual Transfers to Development, Facilities, and Technology Funds

**THANK YOU NOTES**

NONE

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES  
November 2019 – December 2019**

<b>November Board Finance Committee</b>	Tuesday, November 12, 3:30 p.m. President's Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>November Board Meeting</b>	Tuesday, November 12, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Dr. Krull Holiday Reception</b>	Mon, December 9 @ 5:00 p.m. Dankert Board Room	
<b>December Board Finance Committee</b>	Tuesday, December 10, 3:30 p.m. President's Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>December Board Meeting</b>	Tuesday, December 10, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Spirit of the Season Free Holiday Concert @ Century II</b>	Tues, December 10 @ 7:30 p.m.	
<b>Employee Holiday Luncheon</b>	Thur, December 12, 11:00– 1:30 Clifford/Stone Room	
<b>Nurses Pinning</b>	Thur, December 12 @ 7:00 p.m.	<b>Trustee Welcome:</b>

<b>2019-2020 Board Meeting Dates</b>
Tuesday, November 12, 2019
Tuesday, December 10, 2019
Tuesday, January 14, 2020
Tuesday, February 11, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, March 10, 2020
Tuesday, April 14, 2020
Tuesday, May 12, 2020
Tuesday, June 9, 2020 <b>Grizzly Den, BOA 5000</b>
Tuesday, July 14, 2020

<b><u>LOOKING AHEAD</u></b>		
<b>January Board Finance Committee</b>	Tuesday, January 14, 3:30 p.m. President's Conference Room	<b>Ron Engelbrecht Lance Lechtenberg</b>
<b>January Board Meeting</b>	Tuesday, January 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<del>February Board Finance Committee</del> <b>Tour of 5000 Building Remodel</b>	Tuesday, February 11, 3:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>
<b>February Board Meeting</b>	Tuesday, February 11, 4:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>



### Fall 2019 ACTIVITY CALENDAR

Women's Bball v Bethel College JV (home)	Tue, November 12 @ 5:30 p.m.
Men's Bball v McPherson College JV (home)	Tue, November 12 @ 7:00 p.m.
Employee Forums	Thur, November 14 BOA – 11:30 a.m. BOE – 2:00 p.m.
Women's Bball v Tabor College JV (home)	Thur, November 14 @ 5:30 p.m.
Men's Bball v Moberly Area Comm College (State Fair Classic @ Sedalia, MO)	Fri, November 15 - TBA
Men's Bball v State Fair Comm College (State Fair Classic @ Sedalia, MO)	Sat, November 16 - TBA
Foundation Board of Dir. Meeting	Tue, November 19 @ 4:00 p.m.
Women's Bball v Northern OK College – Enid (home)	Tue, November 19 @ 5:30 p.m.
Men's Bball v Iowa Western (home)	Tue, November 19 @ 7:00 p.m.
Theatre <i>The Tragical History of Doctor Faustus</i>	Thur, November 21 @ 7:30 p.m. Fri, November 22 @ 7:30 p.m. Sat, November 23 @ 2:00 & 7:30 p.m.
Women's Bball v Northern OK College – Enid (away)	Fri, November 22 - TBA
Men's Bball v Bethany College JV (away)	Fri, November 22 @ 7:00 p.m.
High School Show Choir Festival Performance	Mon, November 25 @ 7:00 p.m.
Thanksgiving Break – COLLEGE CLOSED	November 27-29
Basketball v Seward County (away)	Wed, November 27 Women – TBA Men @ 7:30 p.m.
Women's Bball v Colby (away)	Sat, November 30 - TBA
Men's Bball v Colby (away)	Sat, November 30 @ 5:00 p.m.
Summer Enrollment Begins	Mon, December 2
Woodwind Recital E.B. White Gallery of Art	Mon, December 2 @ 7:30 p.m.
Brass & Percussion Recital Hubbard Welcome Center	Tues, December 3 @ 7:30 p.m.
Faculty Focus	Wed, December 4 BOA – 11:30 a.m. BOE – 2:00 p.m.
Basketball v Dodge City (home)	Wed, December 4 Women @ 5:30 p.m. Men @ 7:30 p.m.
Dance Showcase	Thur, December 5 @ 7:30 p.m.
KACCT Quarterly Meeting Johnson County Community College	Fri & Sat, December 6 & 7
Basketball v Hutchinson (home)	Sat, December 7 Women @ 1:00 p.m. Men @ 3:00 p.m.
Dr. Krull Holiday Reception	Mon, December 9 @ 5:00 p.m.
Finals Week	December 9-13

Spirit of the Season Free Holiday Concert Century II	Tues, December 10 @ 7:30 p.m.
Basketball v NW Ks Technical College (away)	Wed, December 11 Women – TBA Men @ 7:30 p.m.
Employee Holiday Luncheon	Thur, December 12
Nurses Pinning	Thur, December 12 @ 7:00 p.m.
Fall Semester Ends	Fri, December 13
Winter Break – COLLEGE CLOSED	December 23-January 1
Basketball v Barton (home)	Sat, January 4 Women @ 1:00 p.m. Men @ 3:00 p.m.
Spring Intersession Begins	Mon, January 6
Basketball v Pratt (home)	Wed, January 8 Women @ 5:30 Men @ 7:30 p.m.
New Adjunct Orientation (BOA 5000)	Sat, January 11
Basketball v Garden City (away)	Sat, January 11 Women - TBA Men @ 4:00 p.m.
Professional Development Days (PDD)	January 13-17
PDD Social Hour with Faculty	Mon., January 13
Basketball v Cloud County (away)	Mon, January 13 Women @ 6:00 p.m. Men @ 8:00 p.m.
Basketball v Allen County (home)	Wed, January 15 Women @ 5:30 p.m. Men @ 7:30 p.m.
Spring Intersession Ends	Fri, January 17
New Adjunct Orientation (BOA 5000)	Sat, January 18
Basketball v Independence (away)	Sat, January 18 - TBA
Martin Luther King, Jr. Holiday – COLLEGE CLOSED	Mon, January 20
Spring Semester Begins	Tue, January 21
Basketball v Neosho County (away)	Wed, January 22 Women @ 5:30 p.m. Men @ 7:30 p.m.
E.B. White Gallery of Art Anthony Marshall Exhibit Reception	January 24 – February 27  Thur, January 30 @ 6:00 p.m.
Music Theatre Choral Festival	Wed, January 29 9:00 a.m. – 3:30 p.m.
Basketball v Cowley County (away)	Wed, January 29 Women – TBA Men @ 7:30 p.m.

Basketball v Coffeyville (home)	Sat, February 1 Women @ 1:00 p.m. Men @ 3:00 p.m.
Student Forums	Wed, February 5 BOA – 11:30 a.m. BOE – 6:00 p.m.
Basketball v Cloud County (home)	Wed, February 5 Women @ 5:30 p.m. Men @ 7:30 p.m.
Second Saturday Training (BOA 5000)	Sat, February 8
Basketball v Allen County (away)	Sat, February 8 Women – TBA Men @ 4:00 p.m.
Basketball v Independence (away)	Mon, February 10 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Neosho County (away)	Wed, February 12 Women – TBA Men @ 7:30 p.m.
Faculty Focus	Thur, February 13 BOA – 11:30 a.m. BOE – 2:00 p.m.
Spring Census Day (20 <sup>th</sup> Day)	Mon, February 17
Foundation Board of Dir. Meeting	Tue, February 18 @ 4:00 p.m.
Basketball v Cowley County (away)	Wed, February 19 Women @ 5:30 p.m. Men @ 7:30 p.m.
Basketball v Coffeyville (away)	Sat, February 22 Women – TBA Men @ 7:00 p.m.
Children's Theatre <i>Uniquely Frank: An Alvin the Alligator Story</i>	Sat, February 22 @ 2:00 p.m.
Butler Kids' Show Choir Spectacular	Sat, February 22 @ 6:30 p.m.
Men's Basketball Region VI First Round	Wed, February 26 - TBA
Student Forums	Mon, March 2 BOA – 11:30 a.m. BOE – 6:00 p.m.
Vocal Concert <i>I've Got Music!</i>	Thur, March 5 @ 7:30 p.m. Fri, March 6 @ 7:30 p.m. Sat, March 7 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Kevin Kelly Exhibit Reception	March 5 – April 8  Thur, March 26 @ 6:00 p.m.
Butler Benefit Auction	Fri, March 6 @ 6:00 p.m.
PTK Luncheon & KACCT Quarterly Meeting Ramada Topeka Downtown	Thur, March 12

Spring Break – NO CLASSES	March 16-20
Faculty Focus	Thur, March 26 BOA – 11:30 a.m. BOE – 2:00 p.m.
Institutional Development Day (IDD) – NO CLASSES	Thur, April 9
Good Friday – COLLEGE CLOSED	Fri, April 10
Student Forums	Thur, April 16 BOA – 11:30 a.m. BOE – 6:00 p.m.
Theatre <i>The Servant of Two Masters</i>	Thur, April 16 @ 7:30 p.m. Fri, April 17 @ 7:30 p.m. Sat, April 17 @ 2:00 & 7:30 p.m.
E.B. White Gallery of Art Student Art Show Awards & Reception	April 17 – May 2  Fri, April 17 @ 6:00 p.m.
Faculty Focus	Mon, April 20 BOA – 11:30 a.m. BOE – 2:00 p.m.
Spring Instrumental Concert	Fri, April 24 @ 7:30 p.m. Sat, April 25 @ 7:30 p.m.
Spring Vocal Concert <i>I've Got My Friends!</i>	Thur, April 30 @ 7:30 p.m. Fri, May 1 @ 7:30 p.m. Sat, May 2 @ 2:00 & 7:30 p.m.
Woodwind Recital	Mon, May 4 @ 7:30 p.m.
Brass Recital	Tues, May 5 @ 7:30 p.m.
Percussion Recital	Wed, May 6 @ 7:30 p.m.
Dance Showcase	Thur, May 7 @ 7:30 p.m.
Finals Week	May 11-15
E.B. White Gallery of Art Student Art Sale	Tues, May 12, 10:00 a.m. – 4:00 p.m.
Nurses Pinning	Thur, May 14 @ 7:00 p.m.
Fall Semester Ends	Fri, May 15
Order of the Purple	Fri, May 15 TBD
Commencement	Fri, May 15 TBD
Summer Semester Begins	Mon, May 18
Foundation Board of Dir. Meeting	Tue, May 19 @ 4:00 p.m.
Commencement Thank You Picnic Lunch	Wed, May 20 @ 11:30 a.m.
Memorial Day – COLLEGE CLOSED	Mon, May 25
Circle of Gold Society Luncheon	Fri, June 19 @ 11:30 a.m.
Independence Day (Observed) – COLLEGE CLOSED	Fri, July 3
Summer Classes End	Fri, July 24

<b>EXECUTIVE SESSION</b>
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**TRUSTEE MOTION: By \_\_\_\_\_**

Mister Chair I move that the Board recess into executive session for consultation with legal counsel to include the Board, Dr. Kim Krull, Vince Haines, and Ray Connell with action to follow as appropriate.

The open meeting will resume here in the Dankert Board Room in 1 hour.

**CALL FOR A SECOND: Trustee \_\_\_\_\_**

**CALL FOR A VOTE**

**ENTER EXECUTIVE SESSION @ \_\_\_\_\_ P.M.**

**RETURN TO OPEN SESSION @ \_\_\_\_\_ P.M.**

**ANY ACTION REQUIRES A MOTION, SECOND, and VOTE**