

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., Tuesday, August 8, 2017 – Dankert Board Room**

STAFF ATTENDANCE

Kim Krull
Bill Rinkenbaugh
Bill Young
Shelley Stultz
Terry Sader
Mary Spoon
Shannon Covert
Kelly Snedden
Jessica Ohman

Lori Winningham
Kent Williams
Stacy Cofer
Jay Moorman
Lora Jarvis
Susan Bradley
Michelle Ruder
Tiffany Rhodes
Sharon Rogers

BOARD ATTENDANCE

Eileen Dreiling – Chair
JoAnn Craven – Vice chair
Dr. Greg Joyce – Secretary
Ken Bohon
Ron Engelbrecht
Jim Howell

ABSENT

Tom McKibban

GUESTS

Olivia Jacoby – 2017 Hubbard Award of Excellence Winner
Levi Yager – Butler County Times/Gazette

LEGAL BUDGET HEARING

Chair Dreiling called the 2017-2018 Legal Budget Hearing for Butler Community College to order at 4:35 p.m. Chair Dreiling introduced the Board of Trustees and other Butler Administration, Faculty and Staff that were present, and briefly explained the budget process for the College.

The Board of Trustees voted unanimously to pass the Notice of Public Hearing during a special meeting held on July 25, 2017. The Notice of Public Hearing set the budget at \$75,070,951. The local dollars to be levied are \$14,128,993 that include \$12,720,516 for operations and \$1,408,477 for capital outlay. The legal budget provides the college with the ability to increase its expenditure budget in order to address a significant unanticipated expense in a timely fashion.

The Public Notice was published in the College's official publications and the public hearing was set for 4:30 p.m. today, August 8, 2017, in the Ted and Barbara Dankert Board Room of the Hubbard Welcome Center at Butler of El Dorado.

The hearing was then open to public comment from individuals wishing to speak concerning the budget. Noting no one present that wished to comment on the budget, Chair Dreiling adjourned the Public Hearing at 4:45 p.m.

CALL TO ORDER

Immediately following the Legal Budget Hearing Chair Dreiling called the regular monthly meeting of the Board of Trustees to order @ 4:46 p.m.

APPROVAL OF AGENDA

Item X. C. 5. Approval to purchase Birthing Simulator for the Nursing Program was added to the consent agenda.

Trustee Craven moved that the Board accept the agenda as amended. Trustee Joyce seconded. The motion passed unanimously.

APPROVAL OF 2018 LEGAL BUDGET

Trustee Engelbrecht moved that the Board approve Resolution 17-10:

Be it resolved by the Board of Trustees of Butler Community College that the legal budget for the fiscal year ending June 30, 2018 is approved with the maximum amount of expenditures of \$75,070,951 as detailed in the Notice of Public Hearing and the total taxes to be levied of \$14,128,993.

The total taxes to be levied is comprised of \$12,720,516 for the General Fund and \$1,408,477 for Capital Outlay Fund.

Trustee Joyce seconded. The motion passed unanimously.

APPROVAL OF 2018 OPERATING BUDGET

Trustee Bohon moved that the Board approve the 2018 Operating Budget in the amount of \$49,240,697. Trustee Joyce seconded. The motion passed unanimously.

Butler Community College
Three-Year Budget Model for the Operating Funds
Summary of Revenues, Expenditures and Other Changes to Unencumbered Cash
July 25, 2017

| | | Pg. | Yr Ending 2016 | Yr Ending 2017 | Yr Ending 2018 |
|----|-----------------------|-------------|-------------------|--------------------|--------------------|
| | <u>REVENUES:</u> | <u>Ref.</u> | <u>Actual</u> | <u>Projected</u> | <u>Projected</u> |
| 1 | Tuition & fees | 4 | 17,544,392 | 18,677,815 | 19,308,634 |
| 2 | Tuition & fee waivers | 4a | <u>(354,559)</u> | <u>(1,360,363)</u> | <u>(1,334,363)</u> |
| | Net tuition and fees | | 17,189,833 | 17,317,452 | 17,974,270 |
| 3 | State sources | 5 | 15,323,923 | 14,762,852 | 14,762,852 |
| 4 | Local sources | 6 | 13,160,459 | 13,558,974 | 14,082,471 |
| 5 | Other income | 9a | 1,781,089 | 1,542,597 | 1,411,417 |
| 6 | Transfers in | 8a | <u>901,659</u> | <u>674,093</u> | <u>614,343</u> |
| 7 | | | | | |
| 8 | Total Revenues | | <u>48,356,963</u> | <u>47,855,967</u> | <u>48,845,353</u> |
| 9 | <u>EXPENDITURES</u> | | | | |
| 10 | Payroll | 7 | 35,337,679 | 36,166,325 | 37,143,232 |
| 11 | Debt service | 9 | 3,075,487 | 2,386,618 | 1,562,874 |
| 12 | Scholarships | 8a | 1,681,254 | 1,687,398 | 1,738,020 |
| 13 | Other expenditures | 8 | 8,449,821 | 8,570,995 | 8,295,280 |
| 14 | Transfers out | 8a | <u>559,138</u> | <u>501,291</u> | <u>501,291</u> |
| 15 | Expenditure budget | | 49,103,379 | 49,312,627 | 49,240,697 |
| 16 | Unspent budget | | (1,408,469) | (1,475,823) | (984,814) |
| 17 | Total expenditures | | <u>47,694,910</u> | <u>47,836,804</u> | <u>48,255,883</u> |
| 18 | | | | | |

| | | | | |
|----|-------------------------------------|------------------|------------------|------------------|
| 19 | <u>BALANCES</u> | | | |
| 20 | Rev. over (under) est. exp. | 662,053 | 19,164 | 589,470 |
| 21 | Unencumbered cash - beg. bal. | <u>7,425,806</u> | <u>8,087,859</u> | <u>8,107,023</u> |
| 22 | Unencumbered cash - end. bal. | <u>8,087,859</u> | <u>8,107,023</u> | <u>8,696,492</u> |
| 23 | | | | |
| 24 | Ending Balance as a % of Exp | 16.5% | 16.4% | 17.7% |
| 25 | 11.5% of expenditures | 5,646,889 | 5,670,952 | 5,662,680 |
| 26 | End bal. Over (under) 11.5% of exp. | 2,440,971 | 2,436,071 | 3,033,812 |

RECOGNITIONS

- Michelle Ruder – Wichita Business Journal Career Women Discussion Moderator
- Meg McGranaghan – SIDLIT 2017 LMS Conference LMS Panel Discussion
- Brandy Diltz – SIDLIT 2017 LMS Conference Presenter for *Using Collaborative and Cooperative Learning Strategies in Canvas*.
- JoAnn Craven – August Birthday

PUBLIC COMMENT – None

STANDING REPORTS

Student Government Association Report – None

Operational Staff Report – Mary Spoon provided the Operational Staff Report. Members will setup Welcome Back tables during the first two days of the semester. Op Staff has welcomed three new members. They have received seven applications for the book scholarship. The next meeting will be September 13.

Professional Employees Report – Terry Sader reported that faculty will be returning to campus next week for Professional Development Days. Last fall he had promised a report to the Board on shared governance and gave the college a grade of “C”. He noted that while Butler was a great place to work and that policy/decision making was appreciated, there needed to be more inclusion when it came to those decisions.

Board Finance Committee Report – Trustee Engelbrecht shared that the committee had discussed the college insurance.

President’s Report – President Krull provided an enrollment update for the fall semester and shared information regarding Independence Community College being featured on the Netflix series, *Last Chance U*. She introduced Lora Jarvis who will be the new Executive Assistant to the President and Board of Trustees. Bill Young provided a brief capital projects update.

Education Facilities Authority Report – Trustee Joyce reported that the stadium had been a great showcase for Drums Across Kansas and the Kansas Shrine Bowl. They are now gearing up for the fall football season.

MONITORING REPORTS

Advancement Division Annual Report – Stacy Cofer provided the annual update on the Advancement Division. Olivia Jacoby, 2017 Hubbard Award of Excellence Winner, shared her inspirational story of overcoming adversity to succeed in her educational journey.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES – None

BOARD ACTION ITEMS

Approval of Master Site and Facilities Plan Agreement – Earlier this spring semester the Board approved Gravity::Works + DLR Group, Inc. to complete the Butler Master Site and Facilities Plan and a Facilities/Deferred Maintenance Study. The agreement has been developed to complete these studies and the timeline has been established. The approved proposal included the Master Site and Facilities Plan at a cost of \$112,000 and the Facilities/Deferred Maintenance Study at a cost of \$35,000. The Architectural firms anticipated reimbursable expenses at 10%. The Board requested a “do not exceed” clause in the final agreement.

The attached agreement outlines the scope of the Master Site and Facilities planning project, the Facilities/Deferred Maintenance Study and the timeline associated with these projects through completion.

| | |
|---------------------------------------|-----------------|
| Fees: | |
| Master Site and Facilities Plan: | \$112,000 |
| Facilities/Deferred Maintenance Study | <u>\$35,000</u> |
| Total | \$147,000 |
| 10% Reimbursable Expenditures | <u>\$14,700</u> |
| Total “not to exceed” | \$161,700 |

Funding to cover these expenses was budgeted in the 2016-2017 budget and then rolled over into the 2017-2018 budget.

Trustee Engelbrecht moved that the Board approve of the Gravity::Works + DLR Group, Inc. agreement to complete the Butler Master Site and Facilities Plan and a Facilities/Deferred Maintenance Study at a cost not to exceed \$161,700. Trustee Craven seconded. The motion passed unanimously.

AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Butler Community College
901 S. Haverhill Rd
El Dorado, KS 67042

and the Architect:
(Name, legal status, address and other information)

Gravity::Works Architecture, PA
101 S. Star
El Dorado, KS 67042

for the following Project:
(Name, location and detailed description)

Butler Community College
Campus Master Plan
El Dorado and Andover Campus

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Scope of Services:

SEE ATTACHMENT A

Schedule Milestones:

SEE ATTACHMENT B

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- 1 General Liability

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2 Automobile Liability

3 Workers' Compensation

4 Professional Liability

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and

material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 4.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other (Specify)

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Lump Sum \$112,000.00 for master planning work as outlined in Attachment A.

Lump Sum \$35,000.00 plus expenses for facilities and deferred maintenance assessment.

Additions Services Schedule (if requested):

| | |
|-------------|---|
| \$1,600.00 | Per rendered view for Computer (3D Model) Promotional Rendering when master plan design is complete |
| \$2,500.00 | Per rendered view for Hand (artist) Promotional Rendering when master plan design is complete |
| \$10,000.00 | Per video minute for 3D Rendered Video Animation when master plan design is complete |

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred, plus 10%, by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, for the scope and schedule outlined in attachment A & B, the compensation shall be the expenses incurred by the Architect and the Architect's consultants shall not exceed \$14,700.00.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of 0 (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 %

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

Init.

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User Notes:

(39SADA2B)

all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Init.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Vince Haines, Principal

(Printed name and title)

init.

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User Notes:

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Attachment A
Scope of Services

The final Master Plan Report will be prepared to include the following:

1. Executive Summary.
2. Campus Profiles.
3. Existing Site and Building Facility Conditions and Analysis.
4. Proposed Framework for Site and Facility Recommendations.
5. Building Utilization
6. Site Utilization
7. Proposed Building Improvements
8. Proposed Site Improvements
9. Landscape, way-finding, and gateways
10. Capital Budget and Incremental Improvement Plan.
11. Appendix.
 - a. Document data provided by the college as a basis of master plan preparation.
 - b. Existing Facilities Assessment Documentation and Recommendations.
 - i. Building assessment
 - ii. Site Assessment
 - iii. Technology and energy

Recommendations will address:

1. Butler CC mission and goals;
2. Sustainable and energy efficient goals;
3. Space allocation, adjacencies, utilization and organization;
4. Existing facility assessments, lifecycle costing and deferred maintenance;
5. Building demolition, additions, renovations, and new construction;
6. Site landscape, pedestrian-vehicular circulation, accessibility and parking requirements;
7. Potential and future property acquisitions,
8. Campus safety, signing, way-finding, and gateways; and
9. Timelines and phasing for implementation.

**Attachment B
Schedule**

| | |
|-----------------------|---|
| August 1, 2017 | Notice-to-Proceed. |
| July-August, 2017 | Facilities Physical Assessment (El Dorado and Andover campuses). |
| August 15, 2017 | Preliminary Kick-off Meeting with College Officials to confirm schedule, confirm workshop options, and provide list of data needed for Programmatic Analysis.* |
| September 12-13, 2017 | Master Planning Committee Workshop #1*. |
| October 10-11, 2017 | Master Planning Committee Workshop #2*. User group meetings (faculty/students). Master Planning Committee-Progress Update Meeting.* Master Plan Report Draft Report (30%). |
| November 14-15, 2017 | Master Planning Committee Workshop #3*. Master Planning Committee-Progress Update Meeting.* Presentation to Campus Leadership, President's office, and Board of Trustees.* Master Plan Report Draft Report (60%). |
| December 12-13, 2017 | Master Plan Report Draft (90%) Submittal to Campus President. |
| January 8-9, 2018 | Master Planning Committee-Progress Update Meeting.* |
| January 9, 2018 | Presentation to Board of Trustees for Approval.* |
| February 1, 2018 | Master Plan Report (100%). |

*Final dates to be reviewed and confirmed with the President following Notice-to-Proceed.

Approval of 2014-2016 Performance Agreement – Lori Winningham presented the performance report provided by Esam Mohammad for the Academic Year 2016.

Trustee Joyce moved that the board accept the three-year Performance Agreement report of the 2014-2016 cycle and approve its submission to the Kansas Board of Regents. Trustee Bohon seconded. The motion passed unanimously.

Butler Community College Performance Report AY 2016

Fall 2016 FTE: 6,053

Contact Person: Lori Winningham

Phone and email: 316-322-3110; lwinning@butlercc.edu

Date: 8/3/2017

| | Foresight Goals | 3yr History | AY 2014 (Summer 2013, Fall 2013, Spring 2014) | | AY 2015 (Summer 2014, Fall 2014, Spring 2015) | | AY 2016 (Summer 2015 Fall 2015, Spring 2016) | |
|---|-----------------|--|---|--------------------|---|--------------------|--|--------------------|
| | | | Institutional Performance | Outcome Choose One | Institutional Performance | Outcome Choose One | Institutional Performance | Outcome Choose One |
| 1. Number of certificates and degrees awarded annually | 1 | 2010 = 1,332 2011 = 1,247 2012 = 1,415 Baseline: 1,331 | 1,492 | ↑ | 1,445 | ↑ | 1,435 | ↑ |
| 2. First to second year retention of college-ready cohort (<i>fall-to-fall retention of first-time, full-time, degree-seeking students</i>) | 1 | 2009 = 61.9% (461/745) 2010 = 64.9% (497/766) 2011 = 64.2% (467/727) Baseline: 63.7% | 61.5% (450/732) | ↓ | 62.2% (530/852) | ↓ | 62.1% (579/933) | ↓ |
| 3. Award of third party technical credentials | 2 | 2013 = 205 Baseline: 205 | 973 | ↑ | 973 | ↑ | 1,091 | ↑ |
| 4. Percentage of developmental English students who pass accelerated course and succeed in the college-level composition course | 1 | 2012 (pilot year) = 39% (252/644) Baseline: 39% | 69% (650/957) | ↑ | 64.2% (88/137) | ↑ | 60.4% (137/227) | ↑ |
| 5. Increase in number of STEM technical certificates and degrees | 2 | 2011 = 31 awards 2012 = 57 awards 2013 = 60 awards Baseline: 49 awards | 65 | ↑ | 63 | ↑ | 58 | ↑ |
| 6. Award of Butler degrees through Reverse Transfer system | 1 | 2012 (first year of implementation) = 90 Baseline: 90 | 130 | ↑ | 101 | ↑ | 87 | ↓ |
| 7. Directional Improvement in College Algebra Pass Rates | 1 | 2011 = 68.13% (710/1107) 2012 = 68.12% (735/1079) 2013 = 64.14% (716/1051) Baseline: 66.79% | 67.24% (1,248/1,856) | ↑ | 63.60% 1092/1717 | ↓ | 64.68% 1174/1815 | ↓ |

Butler Community College Performance Report AY 2016

Indicator 1: Number of certificates and degrees awarded annually

Description: This indicator is a count of the number of credentials Butler awards each academic year.

Outcome/Results:

In surpassing the baseline, Butler is proud to contribute, through its institutional Strategic Priority of "Students Finish What They Start", to the State's Foresight 2020 goal of a greater proportion of the population with post-secondary credentials.

Indicator 2: First to second year retention of college-ready cohort *(fall-to-fall retention of first-time, full-time, degree-seeking students)*

Description: This indicator tracks the number of first-time, full-time degree-seeking students who enroll in a fall term without need for developmental course work and who persist to the next fall term as full-time, degree-seeking students at Butler.

Outcome/Results:

Though we came close to meeting the baseline, the target was missed by a small (1.6 %) measure. This is an important area of student success for the institution and improvements are being made through adopting intensive, customized, and proactive advising for entering students in the upcoming academic year; such an improvement will help make the institution deliver better results on retention.

Indicator 3: Award of third party technical credentials

Description: This indicator tracks the number of industry-recognized credentials Butler students receive in an academic year. For the most part we rely on third-party testing entities or the students to report these numbers.

Outcome/Results:

The institution surpassed its baseline as our students—particularly in the nursing and allied fields—continue to earn respected third party credentials that allow them to contribute to their own professional success and to the economic health of the communities they serve.

Indicator 4: Percentage of developmental English students who succeed in both the developmental course and college-level composition

Description: Butler continues to deploy the Accelerated Learning Program (ALP), a model that has proven to accelerate students' learning in developmental English and significantly improve the same students' success in college-level composition. The ALP model allows students to enroll concurrently in EG 060 (developmental composition) and EG 101 (college composition). Specially trained instructors teach the rigorous courses separately, but integrate them through carefully aligned syllabi and backward design from academic goals. Students engage in active and collaborative learning, receive individualized academic support with scaffolding, and work toward better management of non-cognitive issues that present obstacles to learning. Students who pass both the developmental and college-level course earn six credit hours in one semester, essentially saving time in the pursuit of a certificate or degree while gaining knowledge and skills needed to succeed in other college courses. Student success is computed by dividing the total number of students in the accelerated EG060/101 courses who receive a C or better by the total number of students who receive an A,B,C,D, F or who withdraw at the end of the term. In spring 2016, the previous two levels of ALP, EG 052/060 and EG 060/101 were combined into one level, EG 060/101 only. In fall 2016, lower level reading students were allowed to enroll and all developmental English students were required to enroll in ALP. More students, including students who place lower on standardized placement tests, and more instructors are now part of the larger EG 060/101 ALP.

Outcome/Results:

By surpassing the baseline three years in a row, the college's innovative Accelerated Learning Program (ALP) continues to deliver good results for its students.

Indicator 5: Increase in the number of STEM technical certificates and degrees

Description: The programs included in this indicator are Database Administration, Systems Administration, Computer Programming, Engineering Technician, Engineering Graphics Technology, Cybersecurity, Integrated Manufacturing Technology, Internetworking/CISCO, Web Development, and Multimedia.

Outcome/Results:

In aligning with the state's goal of a more technically skilled workforce, Butler Community College continues to excel in this area by surpassing the baseline for increasing the number of STEM graduates.

Indicator 6: Award of Butler degrees through Reverse Transfer system

Description: This indicator counts the number of former Butler students who received an associate's degree from Butler after they transferred to a Regents institution and transferred their hours back to our institution.

Outcome/Results:

We fell very slightly short of the baseline in this indicator. We will continue to work with our regional partners WSU and ESU to articulate more courses and increase outreach to potential beneficiaries of Reverse Transfer. However, the change in WSU policy on reverse transfers two years ago—from an 'opt out' default to an 'opt in' default for affected students, has negatively impacted the performance of this indicator.

Indicator 7: Directional Improvement in College Algebra Pass Rates

Description: This indicator tracks the number of students who complete College Algebra with a C or better. The success rate is calculated by dividing the number of College Algebra students who receive a grade of C or better by the number of students who receive an A, B, C, D, F grade or who withdraw from the class.

Outcome/Results:

College Algebra is a continuing challenge for a large plurality of college students in America, and this challenge is all the more acute in community colleges because of the larger proportion of incoming students who are not college-ready. Butler fell short of the baseline by a small margin (2%). We have redesigned the math sequence, including College Algebra that customizes specific mathematics skills modules to fit the needs of students; this redesign should help significantly improve performance in this area.

Approval of Resolution 17-11 to Extend Trustee Terms of Office – The new election dates set by the State of Kansas require that the Trustee terms of office be extended. Resolution 17-11 changes the Board Policy Handbook to reflect this change.

RESOLUTION 17-11

BE IT RESOLVED THAT, the Board of Trustees of Butler Community College, Butler County, Kansas hereby extends the term of office for any elected Board member whose term would expire at any time in 2017 until the second Tuesday in January of 2018, when newly elected members of the governing body and other newly elected officials shall take office pursuant to K.S.A. 2015 Supp. 25-21a01.

By:

Eileen Dreiling – Board Chair

JoAnn Craven – Board Vice Chair

Dr. Greg Joyce – Board Secretary

Ken Bohon – Trustee

Ron Engelbrecht – Trustee

Jim Howell – Trustee

Tom McKibban – Trustee

CERTIFICATE

This is to certify that the above resolution was duly adopted by the Board of Trustees of Butler Community College, Butler County, Kansas on the 8th day of August, 2017.

Clerk of the Board, Butler Community College

Trustee Joyce moved that the Board adopt Resolution 17-11 changing the Trustee terms of office. Trustee Engelbrecht seconded. The motion passed unanimously.

Acceptance of Retirement of Susan Gilliland, BASIS Trainer – Susan has been at Butler for a total of 34 years. During her time as BASIS Trainer she has created all the training for BASIS/Banner. She will be dearly missed but will enjoy her time to relax and spend time with her grandchildren.

Trustee Craven moved that the Board accept the retirement of Susan Gilliland as BASIS Trainer. Trustee Bohon seconded. The motion passed unanimously.

CONSENT AGENDA

Trustee Joyce moved that the Board accept the consent agenda as amended. Trustee Craven seconded. The motion passed unanimously. The consent agenda contained the following items:

- Minutes of the Regular Board Meeting of July 11, 2017
- Minutes of the Special Board Meeting of July 25, 2017
- Approval of Bills and Warrants for July 2017 - \$4,400,386.33 (including expenditure approval list - \$2,216,874.97 and July payroll - \$2,183,511.36)
- Approval of 2017-2018 KACCT Dues in the amount of \$38,015 paid from the general fund
- Approval of Theatre Stage and Pit Filler Replacement from Wenger in the amount of \$38,367 to be paid from the Fine Arts & Communication operating budget and donations to the Friends of the Arts
- Approval of CDWG for Network Switch Infrastructure – Wired paid from capital mill levy funds
- Approval of CDWG for Network Switch Infrastructure – Wireless paid from capital mill levy funds
- Approval of a Guamard Scientific high fidelity birthing simulator for the Nursing Department in the amount of \$44,543, paid from Carl Perkins Grant funding
- Ratification of Flywire Contract for International Payment Services
- Ratification of Advanced Practice Registered Nurse/Collaborating Physician Practice Agreement for College Health Services
- Ratification of MindTap Software Agreement Addendum
- Ratification of Contracts for Affiliated Clinical Sites with the Cancer Center of Kansas, PA, Harry Hynes Acute Hospice, Kansas Heart Hospital, LLC, Kansas Medical Center, Kansas Spine & Specialty Hospital, LLC, Prairie View, Regent Park Rehabilitation & Healthcare, Susan B. Allen Memorial Hospital , Via Christi Hospitals Wichita, Inc.
- Ratification of Concurrent Enrollment Partnership Agreements with Andover USD 385, Andover Central USD 385, Augusta USD 402, Bluestem USD 205, Centre USD 397, Chase County USD 284, Circle USD 375, Council Grove USD 417, Douglass USD 396, El Dorado USD 490, Eureka USD 389, Flinthills USD 492, Maize USD 266, Maize South USD 266, Marion USD 408, Remington USD 206, Rose Hill USD 394, White City USD 481
- Approval to Open Position of BASIS Trainer
- Approval of Jordnn Cogan as Temporary Full-Time Biology Instructor at a semester salary of \$18,863
- Approval of Caroline El-Chaâr as Full-Time Mathematics Instructor at a salary of \$40,026
- Approval of Brian Foster as Temporary Full-Time Interactive Technology & 3D Instructor at a salary of \$18,863 for the fall semester
- Approval of Rachel Foster as Full-Time Visual Art Instructor at a salary of \$42,426
- Approval of Kimberly Hubble as Full-Time 4th Semester Nursing Faculty at a salary of \$43,026
- Approval of Virginia Racine as Full-Time Advanced Standing Coordinator Nursing Faculty at a salary of \$42,026
- Approval of Alexis Michael as Temporary Full-Time Hospitality Management Instructor at a salary of \$40,226
- Approval of Justina Mollach as Instruction & Reference Librarian at a salary of \$29,120
- Approval of Dr. Mindy Trenary as Full-Time English Instructor at a salary of \$47,926
- Approval of Contract Renewal for Teri Rinkenbaugh, Head Cheer Coach at a salary of \$11,243
- Acceptance of Resignation of Angela Storrer as Nursing Instructor

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Provided by Esam Mohammad

Thank You Notes – Jessica Rall, Lois Pierson, Lora Jarvis & family

Board Calendars –

| | |
|---|-------------------------|
| Foundation Board of Directors Meeting | August 17, 4:00 p.m. |
| Labor Day – COLLEGE CLOSED | September 4 |
| KACCT Quarterly Meeting – Hosted @ Butler | September 8/9 |
| September Board Finance Committee | September 12, 3:30 p.m. |
| September Board Meeting | September 12, 4:30 p.m. |

EXECUTIVE SESSION – Trustee Engelbrecht moved that the Board enter into Executive Session for 60 minutes to discuss personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and to include: Kim Krull, Lori Winningham, Kent Williams, Bill Rinkenbaugh, Shelley Stultz, Tiffany Rhodes and Anita Mills. Trustee Joyce seconded.

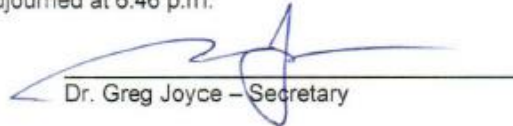
Following a 10 minute break the Board entered Executive Session at 5:45 p.m.

The Board returned to open session at 6:45 p.m.

ADJOURNMENT

Trustee Craven moved that the Board Meeting be adjourned. Trustee Bohon seconded. The motion passed unanimously.

The meeting of August 8, 2017 was adjourned at 6:46 p.m.


Dr. Greg Joyce – Secretary