

**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
4:30 p.m., Tuesday, February 11, 2020 – Grizzly Den**

**3:00 p.m. Tour of 5000 Building Construction Progress – Meet in Grizzly Den**

**4:15 p.m. Board Photos – Grizzly Den**

**4:30 p.m. Regular Board Meeting – Grizzly Den, 5000 Building Campus, 715 E. 13<sup>th</sup> St, Andover, KS 67002**

**Work Session – Immediately Following the Regular Board Meeting to discuss budget information**

- 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 – Shelby Smith and Lance Lechtenberg
  - E. Foundation Board Report – Forrest Rhodes, Kim Krull
  - F. President's Report – Kim Krull
  - G. Education Facilities Authority Report – Doug Law, Jim Howell, Kim Krull
- VI. **MONITORING REPORTS**
  - A. (I) DIVISION REPORT – Fine Arts and Communication (Nichols) ----- 4
- VII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
  - A. Faculty Development Report (Krull) -----15
- VIII. **BOARD ACTION ITEMS**
  - A. Approval of 2021 Meal Plan Rate Recommendations (Rinkenbaugh) ----16

B. Personnel	
1. Acceptance of Retirement of Jeffry Shannon (Stultz)	18
IX. <b>CONSENT AGENDA</b>	
A. Approval of Minutes of the Regular Board Meeting of January 14, 2020 (Jarvis)	20
B. Approval of Bills and Warrants for January (Wilson)	31
C. Resolutions	
1. Approval of Bank Account Resolutions (Sherwood)	32
2. Approval of Municipal Investment Pool Resolution (Sherwood)	34
D. Bids and Purchases	
1. Approval of Envisions Software License Renewal (Young)	37
2. Approval of Hard Drive Replacement Plan (Jansen)	42
3. Approval of Laptop Replacement Plan (Jansen)	44
4. Approval of Career Coach Agreement (Ohman)	46
5. Approval of 5000 Building Prep/Holding Kitchen Equipment (Turner)	55
E. Ratification of Agreements and Contracts	
1. Ratification of Contract with Gene George Consulting (Mohammad)	69
2. Ratification of Field Site Agreement with Birch Performance (Streeter)	76
3. Ratification of Field Site Agreement with Fox Fitness (Streeter)	79
4. Ratification of Field Site Agreement with YMCA – Andover (Streeter)	82
5. Ratification of Field Site Agreement with Rogue Personal Training (Streeter)	85
6. Ratification of Field Site Agreement with Parisi Speed School (Streeter)	88
7. Ratification of Field Site Agreement with PT-Plus – Andover (Streeter)	91
8. Ratification of MOU with City of El Dorado for Fire Science Program (Streeter)	94
9. Ratification of Agreement with Stericycle, Inc. (Umholtz)	96
F. Personnel	
1. Approval of Resignation of Lori Link (Stultz)	107
2. Approval of Resignation of Shellie Dettweiler (Stultz)	109
X. <b>SUPPLEMENTAL INFORMATION</b>	
A. Key Performance Indicators Update (Mohammad)	111
B. Monthly Statement of Revenue & Expenditures (Sherwood)	117
C. Thank You Notes	119
D. Board Calendars	120
XI. <b>ADJOURNMENT</b>	
XII. <b>BOARD WORK SESSION</b>	

## FEBRUARY BOARD RECOGNITIONS

- **DECA State Competition** – Beth Walker, Dakota Dill, Madison Riter-Bowman, Mara Stewart, Cameron McGinley, Katie Atkinson, Sophia Rattanaovongsa, Rebecca Whittaker, Connie Belden, and Jared McGinley
- **NASA/IPAC Teacher Research Program** – Danny Mattern  
<https://www.ipac.caltech.edu/news/high-school-teachers-and-students-doing-real-astronomy-research-absolutely>
- **John & Suanne Rouche Excellence Award Winners** – Davis Laughlin & Jared McGinley
- **Master Teacher** – Robert Carlson
- **Department of Homeland Security Certification** – Michael Donovan
- **Barton County Community College Visit** – Bill Young, Matt Jansen, Roger Morrow, Amy Kerschner, and Christina Byram

## MONITORING REPORTS

### BOARD OF TRUSTEES REPORT Division of Fine Arts and Communication February 2020

#### EXECUTIVE SUMMARY

The Fine Arts and Communication Division is comprised of the following academic departments: Art, Dance, Mass Communications, Music (Vocal and Instrumental), Speech, and Theatre. In addition, the division is responsible for several public relations oriented student activities including *The Lantern* newspaper, *The Grizzly* magazine, KBTL campus radio station, and Butler TV. The division also manages the Erman B. White Art Gallery. The division includes seventeen full-time faculty members, approximately 65 adjunct faculty members, one full-time administrator, one full-time administrative assistant and two part-time student workers. Over 300 classes are offered throughout the academic year.

Division Dean: Richard Nichols  
Interim Associate Dean: Troy Nordman  
Administrative Assistant: Natasha Everly

#### Fine Arts and Communication Division Mission Statement

Butler's Fine Arts and Communication Division will facilitate learning by engaging students within the instructional departments of Art, Dance, Mass Communications, Music, Speech, and Theatre. The Division will also facilitate learning within the following services and activities: *The Lantern* newspaper; *The Grizzly* magazine, KBTL Radio, Butler television, sports media, theatre productions, music performances, dance performances, lectures, workshops and art exhibits. These academic departments, services and activities will address the needs of students and stakeholders in the region including:

- Preparing students for transfer to colleges and universities
- Preparing students for careers related to Fine Arts and Communication skills
- Providing incumbent workforce training in communication skills
- Providing instruction in personal interest areas
- Developing Learning PACT skills:
  - Personal Development Skills
  - Analytical Thinking Skills
  - Communication Skills
  - Technological Skills
- Providing access to student learning through multiple locations and delivery systems
- Providing instructional leadership for the college
- Providing cultural events for the campus and community
- Evaluating programs and services by documenting and evaluating student skills and knowledge and stakeholder satisfaction.

### Student Degree Comparison – Completion and Declared Majors

The past two years have revealed a slight increase in both degree completion and declared majors in the FAC Division (see Table 1).

Table 1  
Degree Completion

<b>2019</b>	<b>25</b>
Art	3
Dance	3
Fine Arts and Communication	1
Mass Communication	7
Music	9
Speech Communication	0
Theatre	2
<b>2018</b>	<b>31</b>
Art	5
Dance	4
Mass Communication	14
Music	4
Speech Communication	1
Theatre	2
<b>2017</b>	<b>14</b>
Art	4
Dance	0
Mass Communication	6
Music	2
Speech Communication	0
Theatre	2
<b>2016</b>	<b>9</b>
Art	2
Dance	2
Mass Communication	3
Music	2
Speech Communication	0
Theatre	0
<b>2015</b>	<b>20</b>
Art	3
Dance	2
Mass Communication	6
Music	8
Speech Communication	0
Theatre	1

Declared Majors

<b>2019</b>	<b>266</b>
Art	66
Dance	14
Fine Arts and Communication	15
Mass Communication	71
Music	60
Speech Communication	22
Theatre	18
<b>2018</b>	<b>249</b>
Art	69
Dance	12
Mass Communication	85
Music	52
Speech Communication	10
Theatre	21
<b>2017</b>	<b>230</b>
Art	67
Dance	14
Mass Communication	72
Music	47
Speech Communication	6
Theatre	24
<b>2016</b>	<b>217</b>
Art	66
Dance	8
Mass Communication	73
Music	45
Speech Communication	7
Theatre	18
<b>2015</b>	<b>225</b>
Art	82
Dance	10
Mass Communication	54
Music	54
Speech Communication	9
Theatre	13

#### Enrollment Comparison – Credit Hours Taught

While the number of declared majors and degree completions has increased as noted above, overall division enrollment has declined slightly over the past few years (see Table 2). The FAC Division continues student recruitment efforts in art, mass communication, music, and theatre focused primarily on Kansas high school students. The majority of the credit hours produced in the FAC Division result from courses which fulfill general education requirements (e.g., Art Appreciation, Music Appreciation, Public Speaking, etc.) for students throughout Butler.

Table 2  
Credit Hours Taught

Department	2015/16	2016/17	2017/18	2018/19	2019/20	Total
Art	4588	4299	4803	4524	4455	22669
Dance	451	374	465	401	344	2035
Mass Communication	774	920	801	717	718	3930
Music	4504	4862	5044	4948	4774	24132
Speech	7897	8264	8219	7979	6874	39233
Theatre	1019	1294	1243	1256	1106	5918
Grand Total	19233	20013	20575	19825	18271	97917

#### **ART**

##### Full-Time Faculty Members

Valerie Haring (Chair), Trisha Coates, and Rachel Foster

##### Art Department Mission Statement

The Art Department will facilitate learning within programs and services that address the needs of student and stakeholders in the region including:

- Preparing students for transfer to colleges and universities
- Preparing students for careers as artists and art educators
- Providing visual/cultural enrichment to students and stakeholders through art exhibits in the E. B. White Gallery
- Developing Learning PACT skills
- Providing access to student learning through multiple locations and delivery systems
- Providing instructional leadership for the college

The Art Department will be a performance-based system that evaluates programs and services by documenting and evaluating student skills and knowledge, and stakeholder satisfaction.

#### Art Department Overview

The Erman B. White Gallery of Art offers a new exhibit each month and receptions for visiting artists. Last year approximately 5000 people visited the gallery. The White Gallery is an important learning lab for our students and a venue for community events.

The Art Department refined its Pathway which was implemented in the fall of 2018. The art faculty have also worked on assessment tools based on learning outcomes in the "milestone" courses. Our art faculty continues to work with advisor Gary Royce and art faculty from colleges and universities across the state to ensure transferability for our students.

Art Department faculty continues to exhibit at significant art venues. Valerie Haring exhibited at City Arts in Wichita. Trisha Coates exhibited at the Ulrich Museum in Wichita and received a commission for the Kansas City Club. Rachel Foster exhibited at Mark Arts, Steckline Gallery, and Newman University in Wichita.

The Art Department faculty is proud of all of the student success stories that originate in our Art Department. We hear from former students on a regular basis that the education they received in the Art Department put them ahead of their peers upon transferring to other colleges or universities. Our students are the best representation of the success of the Department.

#### **DANCE**

##### Full-Time Faculty Member

Valerie Lippoldt Mack (Chair)

##### Dance Department Mission Statement

The Dance Department will facilitate learning through the instructional programs and services (e.g., performance, workshops, and community service) that address the needs of students and stakeholders in the region including:

- Preparing students for transfer to colleges and universities
- Preparing students for careers in performance and/or teaching
- Providing incumbent workforce training in dance skills
- Providing instruction in personal interest areas
- Developing Learning PACT skills
- Providing instructional leadership for the college

The Dance Program will be a performance-based system that evaluates programs and services by documenting and evaluating student skills and knowledge and stakeholder satisfaction.

##### Dance Department Overview

Since the Dance Team has been eliminated, the Department no longer represents Butler at college functions or at athletic events. The Department still performs two class recitals during the academic year.



Valerie Mack provides leadership for the Dance Department and teaches two tap classes. The Department currently has two adjunct faculty members, Deiondre Teagle and Kelsey Teagle. They teach at two private area dance studios and assist at WSU. The Dance Department serves 150 Butler students (i.e., two classes each in tap, ballet, jazz, modern, choreography, and hip hop). These classes have been very popular and assist students in auditioning for dance, music, and theatre opportunities.

The majority of our dancers come from area high schools but we have attracted students from other states and overseas, as well. Several of our current students have received dance scholarships with four-year schools and dance job opportunities.

The Headliners performed a workshop for the Andover Central High School Music Department. These students choreographed and taught eight routines to five different choral/dance groups. In December, the Dance Department hosted members from three different nursing homes. Our dancers learned a routine to "Jingle Bell Rock" and performed at our home concert with the nursing home members. In May, an area dance studio that works with special needs dancers will be teaming with the dance department for a performance. Additionally, the Dance Department offers a dance showcase each semester that is open to the members of the community to attend for free.

Former Butler Dance Department students are working with professional dance companies, with theme parks, at off-Broadway shows, and at Carnegie Hall. They are also private dance studio owners, show choir directors, high school teachers, choreographers, news reporters, radio personalities, and educators. Butler dancers have been (or are currently) employed at Disney as Prince Charming, Cinderella, Mickey Mouse, Minnie Mouse, Tinkerbell, and Chip and Dale. Half of the cast at Worlds of Fun last summer was from our Dance Department.

Valerie Lippoldt Mack teaches part time at the Kansas Dance Academy and has a competitive tap group. Her tap ensemble and tap duet placed first at the DMI convention in February and took many honors. This is helpful for recruiting for the dance program and is educational for our students as they participate in the dance world through this program.

We have many students who have made careers and have come back to say it all started with the dance classes they took at Butler. Area university dance instructors, private studio owners, and individuals at Music Theatre of Wichita have commented on the impressive talents coming from the Butler Dance Department.

## **MASS COMMUNICATION**

### Full-Time Faculty Members

Michael Swan (Chair) and Dr. Keith West

### Mass Communication Department Mission Statement

Butler's Fine Arts and Communication Division will facilitate learning within the Mass Communication Department. The department will also facilitate learning within the following services and activities: *The Lantern* newspaper, *The Grizzly* magazine, KBTL Radio, Sports Media, and Butler TV. The Mass Communication Department services



and activities will address the needs of students and stakeholders in the region including:

- Preparing students to transfer to colleges and universities
- Preparing students for careers related to mass communications
- Providing communication and technical skills related to mass communications
- Providing instruction in personal interest areas
- Developing Learning PACT skills
- Providing instructional leadership for the college
- Providing news information to the college and community
- Preparing students to be critical consumers of mass media
- *The Lantern* and *Grizzly Magazine* are using InDesign publishing software. Many professional publications use this. Reporting 1 students try to publish their stories, and have accomplished this with some work in *The Lantern* and *The Butler County Times-Gazette*.

The Mass Communication Department will be a performance-based system that evaluates its programs and services by documenting and evaluating student skills and knowledge and stakeholders' satisfaction. We continue to build on the success of the program over the decades. Students are often involved with Mass Communication activities seven days a week.

#### Mass Communication Department Overview

Michael Swan is Chair of the department and directly oversees the student magazine, *The Grizzly*, the student newspaper, *The Lantern*, and the Student Sports Media program, which covers all sports for radio, TV, newspaper, magazine and the Internet. Swan is Past-President of Kansas Collegiate Media and is serving as coordinator of The Jackie Engel Award for the organization for the fifth year. KCM gives this award to the top high school publication adviser in the state.

*The Grizzly* produces four full-color magazines each year and posts the magazine online. Magazine students have added a Facebook page and a Twitter feed to place additional stories and photos.

*The Lantern* newspaper, under the direction of Professor Amy Chastain, covers campus and community related news. The paper comes out on a biweekly basis and is also available on the Internet, on Facebook, and Twitter. The website and social media feature print and online stories, breaking news, as well as images and cartoons that run along with the print stories.

KBTL (88.1 FM The Grizz) provides 24/7 programming over 88.1 FM and streams a sports show ("The Cave"), talk show ("Open Door Policy"), news reports, live Community Calendar reports, and music shifts.

Radio/TV faculty and students support Student Sports Media radio broadcasts for all football and women's and men's basketball games, involving over 70 athletic contests each year. This includes streaming of the broadcasts on KBTL 88.1 FM through [butler.listen2myradio.com](http://butler.listen2myradio.com). Radio/TV has developed a multitrack audio recording studio for use on the El Dorado campus; is in the process of replacing the current radio automation system with professional equipment and a new music database; has

increased faculty visits to public schools; has increased faculty technical and programming assistance to public schools; has increased access to studio tours by groups; and has replaced tape-based standard-definition equipment with HDTV/4K (ultra high-definition) cameras.

One of the biggest undertakings for the Mass Communication Department continues to be the operation of the scoreboard video at the BG Products Veterans Sports Complex. This has been mainly under direction of Dr. Keith West, Professor of Mass Communication. His expertise has continued to provide information and entertainment to the crowd at the stadium. Butler students are heavily involved, filling many of the technical positions.

Student Sports Media covers close to 300 sporting events a year. In addition to the live broadcasting noted above, Student Sports Media students write sports stories for every athletic contest that takes place and take photos for *The Lantern* and *The Grizzly*. The Student Sports Media Facebook page posts hundreds of photos taken at athletic events.

Student Sports Media students attend the Kansas Association of Broadcasters (KAB) Sports Seminar in Kansas City every year. This has yielded scholarships and valuable contacts for the students. They meet broadcasters from all over the state, in addition to big-name broadcasters from the Chiefs, Royals, Jayhawks, and Wildcats. This event allows the students to have their play-by-play work critiqued by professionals.

The Student Sports Media program has established a strong relationship with the Oklahoma City Thunder NBA basketball team, allowing the students to observe their TV operations.

Recruiting efforts are strong. We have supplied our programs with recruits from individual campus visits, scholarship days, high school senior events, and professor visits to high schools in the area.

Our graduates have had success going on to four-year schools, landing internships, and finding jobs. Radio/TV students continue to work in the Wichita market and elsewhere. Student Sports Media graduates have gone on to Wichita State University, the University of Kansas, Kansas State University, and Pittsburg State. One graduate serves as Assistant Director of New Media in the athletic department at WSU. Student Sports Media students have also worked at radio stations in Glen Elder, Salina, Arkansas City, Hiawatha, and Topeka, and at TV stations in Wichita and Kansas City. They have also worked on newspapers in El Dorado, Winfield, and Emporia. A Student Sports Media alumnus is currently content coordinator for *CatchItKansas.com*, a sports website associated with KWCH Channel 12 in Wichita. Another graduate is writing sports stories for the Associated Press in Kansas and will be covering the NCAA basketball tournament in Wichita. Yet another is Program Director at FOX Sports Radio in Joplin, MO. One of our Sports Media graduates, who attended the University of Kansas, interned with the Kansas City Chiefs as a reporter and was a writer for a national Internet sports site, SB Nation, Vox Media. Recently, she took a job with KALB-TV in Alexandria, LA as a sports reporter and anchor.

## MUSIC

### Full-Time Faculty Members

Valerie Lippoldt Mack (Chair, Vocal), Brett Martinez (Chair, Instrumental), Matt Udland, Joel Knudsen, and Chad Ingram

### Music Department Mission Statement

The Vocal and Instrumental Departments will facilitate learning for those interested in the activity and careers in music. The Music Department will also facilitate learning within the following services and activities: Concert Band, Pep Band, Jazz Ensemble, Show Band, combos and small ensembles, Chamber Singers, Concert Choir, Butler A Cappella, Smorgaschords, Noteables, Headliners, lectures, master classes, workshops, and projects. These academic activities will address the needs of students and stakeholders in the region including:

- Preparing students for transfer to colleges and universities
- Preparing students for careers related to instrumental and/or vocal music
- Providing incumbent workforce training in music skills
- Providing instruction in personal interest areas
- Developing learning PACT skills
- Providing access to student learning through multiple locations and delivery systems
- Providing instructional leadership for the college
- Providing cultural and fine arts enrichment to students and stakeholders in the community and beyond through performances, the Butler Show Choir Festival, the Music Theatre Choral Festival, and the Regional Solo and Ensemble Festival, among other events

The Music Department will be a performance-based system that evaluates its programs and services by documenting and evaluating student skills and knowledge and stakeholders' satisfaction.

### Vocal Music Department Overview

The Butler Vocal Music ensembles will perform this year for approximately 10,000 people at community events, area high schools, the Kansas State Fair, athletic events, music concerts, state conventions, and musical theatre events. Students regularly sing at nursing homes, Lions, Rotary and Kiwanis clubs, community groups, fund raisers, Butler Foundation events, MENC, ACDA, and other state, regional, and national music conventions. Singing tours are organized each semester whereby vocal students visit local schools, perform concerts, and promote Butler to potential students. The choirs also organize and host an annual show choir festival for high school students. This event brings in students from fifteen different schools from Kansas and Nebraska. In January, the Butler Headliners taught choreography to choirs at Andover Central High School.

Vocal Music students continue to perform each December with the Wichita Symphony Orchestra in their holiday concert and every other year with the Music Theatre of Wichita in their Spring performance.



Each year, students are asked to do a minimum of three hours of community service. Last year this translated into more than 750 hours of community service.

Former Butler Vocal Music students have gone on to success as music teachers in public and private schools in Kansas and surrounding states. Butler alumni Krystian Fish was named Miss Kansas in 2018 and Cam Bedell just released a new album on iTunes.

#### Instrumental Music Department Overview

The Instrumental Music Department continues to pursue the long-standing goal of increasing the public's positive image of Butler Community College while refining the quality and diversity of our offerings in music education. Former Butler instrumental students are now highly respected for their leadership roles in four-year university music departments. These former students have become valued proponents of Butler's Instrumental Department.

Brett Martinez directs the Concert Band, Jazz Ensemble, Jazz Combo, Show Band, various chamber ensembles, and co-directs the Percussion Ensemble/Drumline with percussion instructor Andrew Slater. Brett also supervises the Instrumental Music scholarship students. Brett is the immediate past-president of the Kansas Bandmasters Association, and is an active member of the Kansas Music Educators Association.

The Instrumental Music Department's applied adjunct faculty members are highly respected professional musicians and educators. All have many years of experience teaching and performing in orchestras and bands, ranging from the Wichita Symphony and Music Theatre of Wichita to playing in a variety of major concert events that have appeared in the area. John Templin, our Sideliners Pep Band director, continues to do an excellent job of developing the Pep Band's repertoire and working to make them an integral part of Butler football and basketball events.

Our most recent addition to the Instrumental Department is Butler Strings. Directed by Adjunct Professor, Chelley Graves, a member of the Wichita Symphony, this ensemble has expanded the program to include students playing string instruments. As this program grows, it will enable the College to realize a full orchestra, adding to the well-established band program.

Throughout the year Brett Martinez will visit over twenty high schools, working with bands in preparation for upcoming performances and talking with students about performance and scholarship opportunities at Butler. He also represents Butler as a clinician and adjudicator in Baldwin City, Towanda, Wichita, and Arkansas City.

Butler hosts the Regional Solo and Ensemble Festival each year, bringing approximately 300 students to our campus. Drums Across Kansas, part of the Drum Corps International Tour, brings high school students, teachers and community members to our campus, as well.

#### **SPEECH**

##### Full-Time Faculty Members

Alexis Reisig-Hopkins (Chair), Greg May (Lead), Kateri Grillot, and Matthew Webster.

### Overview

The Department of Speech Communication provides a general education curriculum that focuses on the in-depth study of human communication and public speaking that strengthens other majors and enhances the general education offerings of the College. The faculty prepares students for success in a broad range of settings by providing the necessary communication competence. Communication courses prepare students to be confident, credible, and articulate communicators. Course offerings include Public Speaking, Interpersonal Communication, Intercultural Communication, and Sign Language.

### Speech Department Overview

The Butler Department of Communication is the largest department in the Fine Arts and Communication Division. In 2018-19 the Speech Department taught 6874 credit hours in three separate modalities: face-to-face, online, and blended classes. The Speech Faculty judge various local speech competitions as well as state debate and forensics tournaments.

## **THEATRE**

### Full-Time Faculty Members

Bob Peterson (Chair), Samuel Sparks, and Bernie Wonsetler

### Theatre Department Mission Statement

Butler's Theatre Department will facilitate learning within the department instructional programs and services (performance, workshops, community service) that address the needs of students and stakeholders in the region including:

- Preparing students for transfer to colleges and universities
- Preparing students for careers in performance, technical theatre, teaching and/or related skills
- Providing incumbent workforce training in theatrical skills
- Providing instruction in personal interest areas
- Developing Learning PACT skills
- Providing access to student learning through multiple locations and delivery systems
- Providing instructional leadership for the college

Having participated as a pilot department in Unit Performance Management in the college's commitment to AQIP/IPRA, the Theatre Department uses a performance-based system that evaluates programs and services by documenting and evaluating student skills and knowledge and stakeholder satisfaction.

### Theatre Department Overview

This year the department performed "The Man Who Came to Dinner" by Moss Hart and George Kaufman, "The Tragical History of Doctor Faustus" by Christopher Marlowe, "Uniquely Frank" by Bob Peterson, and "The Servant of Two Masters" by Carlo Goldoni. Over 2500 patrons are projected to see these productions throughout the school year.

Former Butler Theatre students have gone on to success as film producers, regional

theatre directors, department heads, professional actors, and professional theatre and film technicians. One of those students, Scott McPhail (2013 Commencement Speaker), is the Executive Director, International Creative Services at Paramount Pictures.

The department provides technical support for all instrumental and vocal performances. Additionally, the department provides technical support for productions at El Dorado High School and several churches.

## **SUMMARY**

As we meet the needs of our students and stakeholders, we must remember that the FAC Division is engaged in making lifelong connections with our students.

Theatre productions, art shows, musicals, dance recitals, broadcasts and publications remain a continuing draw for our former students. These events and the instructors who produce them are key elements in maintaining a strong relationship between the college, our alumni, and the community. Our current and former Fine Arts and Communication students are ambassadors of our division and the college.

During the 2019/20 year, the Fine Arts and Communication Division will present over 120 events including vocal concerts, instrumental concerts, dance recitals, art exhibits, theatre productions, and special events. Total attendees on campus is roughly 25,000 (note that some attendees are counted twice since they attended two events during one visit to campus). Attendance at off campus events by A Capella, Smorgaschords, Notables, Headliners, Pep Band, and Choir totaled approximately 25,000, as well.

The Fine Arts and Communication Division presented programs to approximately 50,000 people during the 2019/20 year. Additionally, KBTL and BCTV broadcasts reach thousands of people each year.

### Activity Scholarship Students

The Fine Arts and Communication Division is responsible for administering 300 activity scholarships which are awarded to full-time students in Art, *The Grizzly*, *The Lantern*, Radio/TV, Sports Media, Instrumental Music, Vocal Music, Theatre and Box Office. All but two of the scholarships from the current year were awarded to Kansas residents. Recruiting these talented students and providing the support they need once they are here takes a great deal of time and effort from the division's administration, faculty, and staff. The goal is to keep each student on track to graduate in two years while also fulfilling the demanding requirements of the activity scholarship. Each activity student spends 10-30 hours per week meeting the obligations of his/her scholarship.

<b>BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES</b>
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**TOPIC for DISCUSSION**  
**Faculty Development Team**

**REPORT:**

The Faculty Development Office and Team work together to offer a myriad of professional development opportunities at Butler. They deliver four to six empowering orientations annually for new and adjunct faculty. They have collaborated on online offerings and tailored workshop content for specific departments, needs, etc. The flagship training offered, WIRED, (formerly known as Summer Jam), engages 40 faculty for a full week of intense and immediately useful classroom pedagogies. Altogether with about 100 workshops offered, they deliver over 10,000 hours of contact time to Butler's faculty and staff.

All of their deliverables are filtered through the watchwords of Teach, Tech and Care. Anything extraneous is cut. All of the content is enriched by AVID strategies and techniques. Becoming an AVID institution has given Butler a common vocabulary, a shorthand, which affords efficient and effective exchanges around the watercooler, in peer observations, and in any other environment. Butler's culture today is one of experimentation and instructional improvements, informed by AVID's research and insights into programming specifically at Butler.

Annually, the FDT also recognizes a full-time and adjunct faculty member with the "John and Suanne Roueche Excellence Award" given by The League for Innovation in the Community College. This year's awardees will be recognized at the February Board meeting when Director of Faculty Development, Mark Jarvis, will share some of specific information on the work of the FDT, Butler faculty, and staff.

**RECOMMENDED ACTION:**

This topic is for discussion purposes.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Kim Krull
Supervisor:	Board of Trustees
Date:	February 3, 2020



## BOARD ACTION ITEMS

### TOPIC for ACTION Approval of FY 2021 Room and Meal Plan Rates

#### **REPORT:**

The Residence Hall Committee has analyzed the room and meal rates and is recommending the following rate structure for FY 2021. This option passes through an estimated 3.1% meal plan increase from our food service provider (Great Western Campus Dining), raises the room rates by 2.4% and caps the overall increase to the student residents at 2.8%. Also, attached is rate comparison data from other local colleges and universities.

Proposal- All Room Rates and Meal Plan Rates			
	West Hall	Cummins & East	BCC Apart.
Meal Plan Charge (19 Meals per Week)	\$2,200.00	\$2,200.00	\$2,200.00
Residence Hall Charge	\$3,120.00	\$4,220.00	\$4,520.00
Total Annual Charge	\$5,320.00	\$6,420.00	\$6,720.00

#### Fire Science Residence Hall:

It is also recommended to increase the Fire Science Residence Hall rate by 2.2% for FY 2020.

#### Current Rates:

- Spring and Fall \$910
- Summer \$660

#### Recommended Rate Proposal:

- Spring and Fall \$930
- Summer \$670

#### **RECOMMENDED ACTION:**

The Administration respectfully requests approval of this rate structure.

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

N/A

Submitted by: William D. Rinkenbaugh, Vice President of Student Services  
Supervisor: Dr. Kim Krull, President  
Date: January 31, 2020

**Butler Community College**  
**Comparison of Previous BCC Rates and Current Rates of Other Colleges**  
**Attachment 1**

<u>Comparison of Previous BCC Room &amp; Board Rates</u>				
	<u>West</u>	<u>East/Cnms</u>	<u>Apts.</u>	<u>Avg. Incr.</u>
2003/04	3,585	4,235	5,010	3%
2004/05	3,635	4,305	5,010	0.9%
2005/06	3,655	4,335	5,010	0.4%
2006/07	3,730	4,420	5,040	1.5%
2007/08	3,900	4,600	5,080	3.0%
2008/09	4,040	4,765	5,225	3.3%
2009/10	4,200	5,000	5,300	3.3%
2010/11	4,300	5,150	5,450	2.8%
2011/12	4,400	5,250	5,550	2.0%
2012/13	4,500	5,350	5,650	2.0%
2013/14	4,550	5,450	5,750	1.6%
2014/15	4,550	5,450	5,750	0.0%
2015/16	4,700	5,650	5,950	3.5%
2016/17	4,750	5,800	6,100	2.1%
2017/18	4,900	6,000	6,300	3.3%
2018/19	5,050	6,150	6,450	2.6%
2019/20	5,150	6,250	6,550	1.7%
<b>2020/21</b>	<b>Proposal</b>	<b>5,320</b>	<b>6,420</b>	<b>2.8%</b>

Notes:

<u>Rates of Other Area Colleges</u>						
Allen (17 meal)	19-20	\$5,200	Garden City (19 meal)	'19-20	\$6,600	
Barton (19 meal)	19-20	\$5,794	Highland (18 meal)	'19-20	\$5,872	
Cloud (17 meal)	19-20	\$6,770	Hutchinson (19 Meal)	'19-20	\$6,000	
Coffeyville (17 meal)	19-20	\$6,310	Independence (19 meal)	'18-19	\$5,230	
Colby (19 meal)	19-20	\$5,737	Neosho (19 meal)	'19-20	\$6,270	
Cowley (19 meal)	19-20	\$5,400	Pratt (19 meal)	'19-20	\$5,869/\$6,697	
Dodge City (19 meal)	19-20	\$6,100	Seward (19 meal)	'19-20	\$5,110	
Fort Scott (19 meal)	19-20	\$6,080	Average		\$5,891	
			Median		\$5,936	
Emporia (19/meal)	19-20	\$9,485	Washburn (w/meal)	'19-20	\$7,961	
Fort Hays (w/meal)	19-20	\$8,210				
Pittsburg (w/meal)	19-20	\$7,996	→ WSU Shocker (Unlimited)	'19-20	\$12,280	

<b>PERSONNEL</b>
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**TOPIC for ACTION**  
**Retirement of Jeffery Shannon**

**REPORT:**

Jeffery Shannon, full-time Grounds Technician, has submitted his notice of resignation (retirement) effective February 29, 2020. Jeffery Shannon has been with the College since August 2007.

**RECOMMENDED ACTION:**

The administration recommends that the Board accept the resignation notice for Jeffery Shannon.

**RECOMMENDED FUNDING SOURCES:**

N/A

Submitted by:	Shelley Stultz, AVP of Human Resources
Supervisor:	Kim Krull, President
Date:	February 3, 2020

This is to inform Butler Co.  
College I am retiring from Butler.  
Do to rapidly declining  
health, I have no choice. Thanks  
for the years and all the help.

Sincerely *Jeff Hansen*

Retiring Date 3-1-2020

There for you



## CONSENT AGENDA



- Let's Take Tomorrow -

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**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE REGULAR BOARD MEETING  
4:30 p.m., Tuesday, January 14, 2020 – Dankert Board Room**

### **STAFF ATTENDANCE**

Tom Borrego	Lora Jarvis
Kim Krull	Esam Mohammad
Jessica Ohman	Bill Rinkenbaugh
Terry Sader	Kim Sherwood
Kelly Snedden	Shelley Stultz
Kent Williams	Lori Winningham
Bill Young	Donnie Featherston
Troy Nordman	Heather Rinkenbaugh
Matt Jacobs	Susan Bradley
Rick Nichols	Jake Kenney
Tim Harder	Adrian Beiting

### **BOARD ATTENDANCE**

Mary Martha Good  
Jim Howell  
Doug Law  
Lance Lechtenberg  
Forrest Rhodes  
Shelby Smith  
Julie Winslow

### **Outgoing Trustees:**

Ken Bohon  
Greg Joyce  
Ron Engelbrecht

### **GUESTS**

Ed Keeley, Legal Counsel  
Ray Connell, Legal Counsel  
Corey Adams, Legal Counsel  
Family of Shelby Smith

### **CALL TO ORDER**

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

### **APPROVAL OF THE AGENDA**

Chair Joyce shared that there was a slight amendment to the agenda that Exec Session had a strict time of 5:00 p.m. due to legal counsel's availability. Trustee Bohon moved to approve the agenda as amended. Trustee Lechtenberg seconded. The motion passed unanimously.

### **RECOGNITIONS**

- Greg Joyce – Service to Butler Community College Board of Trustees since July 2007

- Ron Engelbrecht – Service to Butler Community College Board of Trustees since July 2007
- Ken Bohon – Service to Butler Community College Board of Trustees since May 2014
- Eileen Dreiling – Service to Butler Community College Board of Trustees since July 2015

### **SWEARING IN OF NEW TRUSTEES**

Chair Joyce swore in Mary Martha Good, Forrest Rhodes, Shelby Smith, and Julie Winslow to the Board of Trustees.

Chair Joyce administered the Oath of Office as follows:

Chair Greg Joyce: Please raise your right hand and repeat after me: “I do solemnly affirm.”

New Trustees: “I do solemnly affirm.”

Chair Joyce: “...that I will support the Constitution of the United States and the Constitution of the State of Kansas...”

New Trustees: “...that I will support the Constitution of the United States and the Constitution of the State of Kansas...”

Chair Joyce: “...and faithfully discharge the duties of Trustee, Butler County Community College.”

New Trustees: “...and faithfully discharge the duties of Trustee, Butler County Community College.”

Chair Joyce: “So help me God.”

New Trustees: “So help me God.”

Chair Joyce passed the gavel to Vice-Chair Lechtenberg for the Election of Board Officers and Appointments for 2020.

### **ELECTION OF OFFICERS AND APPOINTMENTS FOR 2020**

- CHAIR – Trustee Law nominated Jim Howell to serve as Chair. Trustee Good seconded. Trustee Winslow nominated Trustee Smith to serve as Chair, but he declined. Trustee Lechtenberg called for a vote for Trustee Jim Howell to serve

as Chair for 2020. The motion passed unanimously. Trustee Lechtenberg passed the gavel to Trustee Howell who presided over the remainder of the meeting.

- VICE-CHAIR – Trustee Good nominated Lance Lechtenberg to remain as Vice-Chair for 2020. Trustee Law seconded. There were no other nominations. The motion passed unanimously.
- SECRETARY/TREASURER – Trustee Lechtenberg nominated Doug Law to serve as Secretary/Treasurer for 2020. Trustee Good seconded. There were no other nominations. The motion passed unanimously.

### **EXECUTIVE SESSION**

Trustee Law moved that the Board recess into executive session for consultation with legal counsel to include the Board, Dr. Kim Krull, Shelley Stultz, Kent Williams, Greg Joyce, Ron Engelbrecht, Ken Bohon, Ray Connell, Ed Keeley and Corey Adams with action to follow as appropriate.

The open meeting will resume here in the Dankert Board Room in 30 minutes. Trustee Good seconded. The motion passed unanimously.

The Board entered executive session at 4:56 p.m.

The Board returned to open session at 5:26 p.m.

Trustee Good moved to re-enter executive session with legal counsel for no more than 20 additional minutes. Trustee Winslow seconded. The motion passed unanimously.

The Board re-entered executive session at 5:26 p.m.

The Board returned to open session at 5:50 p.m.

### **ELECTION OF OFFICERS AND APPOINTMENTS FOR 2020**

Following executive session, Chair Howell continued with the appointments for 2020.

- KACCT DELEGATE AND ALTERNATE – Mary Martha Good volunteered to serve as the KACCT Delegate for 2020. Julie Winslow volunteered to serve as alternate.
- BOARD FINANCE COMMITTEE – Lance Lechtenberg and Shelby Smith will serve on the Board Finance Committee for 2020.
- FOUNDATION BOARD LIAISON – Forrest Rhodes volunteered to serve as the Foundation Board Liaison for 2020.
- EDUCATION FACILITIES AUTHORITY OF BUTLER COUNTY – Jim Howell and Doug Law will serve on the Board. Lance Lechtenberg will remain an alternate for 2020.
- CAPITAL PROJECTS TEAM – Julie Winslow and Doug Law will serve on the Capital Projects Team for 2020.

### **PUBLIC COMMENT** – NONE



## **STANDING REPORTS**

Student Government Association – Students will return to campus on Thursday for a retreat.

Operational Staff – They are gearing up for the AKCCOP (Association of Kansas Community College Occupational Professionals) Conference Butler is hosting April 1<sup>st</sup> – 3<sup>rd</sup>.

Professional Employees – Dr. Terry Sader introduced himself to the new Board members and explained that while the administration will recognize individual faculty for their accomplishments, he is the representative of the general faculty and professional employees. He reported that the faculty is getting ready to go back in the classroom and the advisors have been busy enrolling students.

Yesterday at Professional Development Days, it was announced that this year's Master Teacher is Robert Carlson, chemistry professor. This award is bestowed on the best of the best each year and selected by the association committee.

Board Finance Committee – Trustee Lechtenberg reported that at the meeting before the Board meeting, revenue and expenses were reviewed and are in line with previous years and the budget. They also received the audit report which was clean and very good news for the college. There were no findings in the federal financial aid as well.

Foundation Board Report – No update this month.

President's Report – Dr. Krull reported that the new Trustees had completed orientation on January 3<sup>rd</sup>. The college is gearing up for the start of the semester. Classes begin next Tuesday and faculty are back this week for Professional Development Days.

Dr. Krull asked the Board to check their calendars and if they were at all available during next Wednesday night's men's basketball game, to please attend. During half-time of the men's game all of Butler's athletes with a 3.5 or better GPA will be recognized on the gym floor.

There is an event February 6<sup>th</sup> sponsored by the Black Student Association, Student Government Association and the Foundation that the public is invited to. Galen Abdur-Razzaq will be performing and sharing about the Civil Rights Movement in the United States at 6:00 p.m. in the Hubbard Welcome Center.

Dr. Krull also shared a list of the Life Enrichment activities sponsored through the Foundation. Life Enrichment is a community program that presents various topics to citizens and is free and open to the public – especially our service center. If Trustees are interested in being on the mailing list, they should email Lora so she can get them added.

Education Facilities Authority Report – Chair Howell did not have a report as they have not met in some time, but Dr. Krull said the administration has been busy working on orientation manuals because the Board will have new members from the city, college and school district coming on board this month.

**MONITORING REPORTS** – NONE

**BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES** – NONE

**BOARD ACTION ITEMS**

Approval of June 30, 2019 Audit Report – Kim Sherwood asked the Board to approve the June 30, 2019 audit report as prepared by BDK, LLP as presented. Trustee Lectenbergh moved to approve the audit report as presented. Trustee Good seconded. The motion passed unanimously.

Approval of NRP with Augusta – The City of Augusta presented the Board with their new Neighborhood Revitalization Program. The changes for this NRP were:

- Except for instances of infill residential development or new construction in a residential subdivision not at capacity, residential properties must have been constructed in 1990 or earlier to be eligible for the NRP. Since the November 4<sup>th</sup> city council meeting, where 1990 was identified as the qualifying year, City staff has received some feedback from citizens who prefer adjusting the qualifying year to 2000 or earlier.
- For infill residential development and new construction in a residential subdivision not at capacity, financial caps on appraised value have been increased from \$250,000 to \$500,000.
- A provision has been added to address **residential** improvements on real property in downtown Augusta with a zoning district classification pertaining to the Main Street District. Such projects are eligible for a 10-year rebate with no financial caps on qualifying increases in appraised value.
- A provision has been added to address **non-residential** improvements on real property in downtown Augusta with a zoning district classification pertaining to the Main Street District. Such projects are eligible for a 10-year rebate with no financial caps on qualifying increases in appraised value.
- A provision has been added to address reinstatements to the NRP when the property owner has been removed from the program for failure to pay ad valorem taxes and/or special assessments. Rather than staff authorizing a reinstatement, an appeal/hearing process has been outlined to put this decision in the hands of the City Council.

The ordinance will expire December 31, 2022.

Trustee Law moved to approve the request from the City of Augusta to enter into an interlocal agreement with the City, Butler County Board of Commissioners and USD 402. Trustee Winslow seconded. The motion passed unanimously.

Approval of Sick Leave Policy – Shelley Stultz presented the Board with revisions to the college sick leave policy because in July 2018 the Board of Trustees and College discontinued employment contracts for Administration and Institutional Support Staff. The purpose of this change was to administer the employment-at-will statute for these positions, and reduce dependency on the fixed term property interest inherent to the constitutional due process provision for State employees. In review of the current sick leave policy we find certain language that is inconsistent with this change and awards benefit based on a contracted term. This language should be remove from the sick leave policy.

The Sick Leave policy is provided with bold text indicating new wording or language and strikethroughs indicate language to be deleted.

## Section 5 – Employment and Payroll Information

### d. Sick Leave

#### **Sick Leave**

##### Full-time Employees

All full-time Administrative/Institutional Support and Operational Staff employees shall receive 120 hours (15 days) of sick leave per year. Employees with less than ten (10) years of service may accumulate up to 720 hours (90 days) unused sick days and employees with more than ten (10) years of service may accumulate up to 960 hours (120 days).

~~After sick leave allowances are exhausted, an Administrative/Institutional Support employee who has been continuously employed with the College for a period of five (5) years or more shall be entitled to one-half (1/2) contract salary for the remainder of the contract year.~~

Trustee Rhodes moved to approve the proposed policy revisions. Trustee Lechtenberg seconded. The motion passed unanimously.

#### **CONSENT AGENDA**

Before approval of the consent agenda, Trustee Winslow requested more information on expenditures of the college. Dr. Krull said that as a Trustee she would receive a monthly report at the first of each month. Trustee Winslow requested that she receive the report that was sent the first of January. Kim Sherwood confirmed that it would be sent to all Trustees.

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

- Approval of Minutes of the Regular Board Meeting of December 10, 2019
- Approval of Bills and Warrants for December 2019 in the amount of \$4,543,064.91 (includes Expenditure Approval List - \$1,801,186.03 and Payroll - \$ 2,741,878.88)
- Approval of Armstrong Chamberlin as Agency of Record in the amount of \$8,500
- Ratification of MOU with the City of El Dorado for the Villa's at Butler Community College
- Ratification of the Agreement with Flute Juice Productions in the amount of \$3,000 paid by the Butler Foundation
- Ratification of the Agreement with Aviso in the amount of \$3,000

### **SUPPLEMENTAL INFORMATION**

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – Ted & Barb Dankert

### **Board Calendars**

#### **BOARD OF TRUSTEES CALENDAR OF ACTIVITIES JANUARY – FEBRUARY**

<b>PDD Social Hour with Faculty</b>	Monday, January 13, 4:00 p.m. Clifford/Stone Room	<b>ALL TRUSTEES</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>
<b>Andover Chamber Annual Dinner</b>	Thursday, January 23, 6:00 p.m. Terradyne Country Club	<b>TBD</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. Grizzly Den, Andover 5000 Building	<b>ALL TRUSTEES</b>

<b>2019-2020 Board Meeting Dates</b>
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>March Board Finance Committee</b>	Tuesday, March 10, 3:30 p.m. President's Conference Room	<b>TBD</b>
<b>March Board Meeting</b>	Tuesday, March 10, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>April Board Finance Committee</b>	Tuesday, April 14, 3:30 p.m. President's Conference Room	<b>TBD</b>
<b>April Board Meeting</b>	Tuesday, April 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

### **Spring 2020 ACTIVITY CALENDAR**

Professional Development Days (PDD)	January 13-17
Dr. Krull PDD Social Hour	Mon, January 13 @ 4:00 p.m. Clifford Stone Room
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 Winslow seconded. The motion passed unanimously. The regular meeting of January 14, 2020 was adjourned at 6:31 p.m.

**WORK SESSION**

Immediately following the meeting, the Board recessed into a work session.

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Doug Law – Secretary

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

**REPORT:**

Bills and Warrants for January 2020 - \$3,319,330.20 (includes Expenditure Approval List - \$1,203,247.69 and Payroll - \$2,116,082.51).

**RECOMMENDED ACTION:**

Approval of January 2020 bills and warrants.

**RECOMMENDED FUNDING SOURCE:**

Submitted by:  
Supervisor:  
Date:

Yolanda Hackler  
Kent Williams  
February 3, 2020

<b>RESOLUTIONS</b>
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**TOPIC for ACTION**  
**Bank Resolutions**

**REPORT:**

New Commerce Bank resolutions need to be approved due to the change in officers for the Board of Trustees for the College. Commerce Bank currently holds the general checking account of the College, referred to as the "Claims Account".

**RECOMMENDED ACTION:**

We recommend that the Board of Trustees pass the following resolutions due to the change in the officers of the Trustees.

Resolution 20-01	Claims Account
Resolution 20-02	Payroll Account
Resolution 20-03	Flex Plan Account
Resolution 20-04	Wire Transfer Account
Resolution 20-05	Federal Fund and Escrow Account
Resolution 20-06	Student Loan Account

**RECOMMENDED FUNDING SOURCE:**

Not applicable.

Submitted by:	Kim Sherwood
Supervisor:	Kent Williams
Date:	January 30, 2020



20-01

SIGNATURE CARD AND CERTIFICATE OF RESOLUTION  
OF CORPORATE BOARD OF DIRECTORS

EXAMPLE

Depositor / Account Holder		Business Trade Name (if applicable)			
Butler County Community College (Claims Acct)					
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
901 S Haverhill Rd			El Dorado	KS	67042
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center
07501837	Commercial Acct	08/04/2011	X3065036X	Mark Utech 19853	547

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's Deposit Agreement; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's Deposit Agreement and other agreements and disclosures related to the Account, as amended from time to time.

Authorized Agent(s)	Title	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
			Section A	Section B	Section C	Section D
Jim Howell	Chair Person		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doug Law	Secretary/Treasurer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Williams	VP of Finance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kim Sherwood	Director of Accounting		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bobbi Eaton	Staff Accountant		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facsimile Specimen (if applicable)						

## SECTION A - DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse Instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any instrument or debit card or the application of the proceeds of the instrument or debit card. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation or the person making the stamped endorsement. Bank is authorized to pay any Instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any Instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

## SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

## SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

## SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Small Business Online Banking Administrator (if applicable):	Kim Sherwood	Further resolved, that, subject to the Small Business Online Banking Statement of Understanding (which the person(s) signing the Certificate of Resolution below acknowledges receipt thereof and that he or she has read and which is incorporated herein by reference), the Online Banking Administrator designated and authorized herein may enroll the Depositor in Online Banking.
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**ELECTRONIC RECORDS.** Further resolved, that this Certificate of Resolution and all paper records related to the Account with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Upon conversion to an electronic record as authorized herein, such electronic record shall be the record of the actions as described herein and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Depositor waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Depositor further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Depositor authorizes and agrees to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

Signature of Corporate Secretary / Assistant Secretary

DATE

CORPORATE SEAL

**TOPIC for ACTION**  
**Resolution for Municipal Investment Pool**

**REPORT:**

New resolution for the State of Kansas Municipal Investment Pool needs to be approved due to the change of the Assistant Director of Accounting position.

**RECOMMENDED ACTION:**

We recommend that the Board of Trustees pass the following resolution due to the change in the Assistant Director of Accounting position.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Kim Sherwood
Supervisor:	Kent Williams
Date:	February 3, 2020

**STATE OF KANSAS  
MUNICIPAL INVESTMENT POOL**

**Resolution**

WHEREAS, the undersigned is a municipality (the "Depositor"), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the "PMIB"), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the *1996 Session Laws of Kansas*, and amendments thereto

NOW THEREFORE, be it resolved as follows:

1. The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor's taxpayer identification number assigned by the Internal Revenue Service is 480690383.

2. The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

Name (print or type) Kim Sherwood	Name (print or type) Kerry Potter
Signature 	Signature
Title Director of Accounting	Title Budget Analyst
Name (print or type) Kent Williams	Name (print or type)
Signature	Signature
Title Vice President of Finance	Title

3. Depositor Contact:

Name (print or type) Kim Sherwood	Email ksherwood@butlercc.edu
Title Director of Accounting	Phone 316-322-3227
Street Address 901 S Haverhill Rd	Fax 316-322-3318
City El Dorado	State <input type="text" value="Kansas"/> ZIP 67042

**STATE OF KANSAS  
MUNICIPAL INVESTMENT POOL**

**Password Designation Form**

Each representative of the municipality authorized to make deposits and withdrawals from the municipality's account must complete a Password Designation Form.

<b>PASSWORD DESIGNATION</b>	
Account Name	Butler County Community College dba Butler Community College
Representative Name (print or type)	Kerry Potter
E-Mail Address	kpotter8@butlercc.edu
Phone Number	3163223358
Verbal Password (8 - 12 digits, alpha or numeric)	
<b>REPRESENTATIVE SIGNATURE</b>	
Signature	Date

This confidential password will remain in effect until the above representative provides written notification of a password change or the municipality's governing body adopts a new Resolution designating different authorized representatives.



## **BIDS AND PURCHASES**

### **TOPIC for Action - Ratification**

#### **Approval of Evisions Software License Renewal**

#### **REPORT:**

Information Services is requesting review and ratification of the Evisions Software License agreement and software maintenance and support agreement. Butler currently utilizes a suite of three applications from Evisions; Argos, Intellectcheck, and Form Fusion. These applications are integral to Butler's business processes and reporting needs.

- Argos is an enterprise reporting platform. This is Butler's primary reporting application for generating reports from Banner data and it is used on a daily basis by all functional business groups. Argos replaced the use of Oracle Reports for primary reporting after the Oracle Forms & Reports product, which was required for older versions of Banner, reached end of life. Butler currently has approximately 350 reports available in Argos, with more being developed regularly.
- Intellectcheck is a utility for formatting checks which supplements the very limited capabilities available from the Banner Finance and Human Resource modules. It integrates to Banner and provides the capability of formatting check output to utilize any paper form we wish. It also provides automated notifications of direct deposit transactions. Intellectcheck is utilized by the Accounts Payable and Payroll departments.
- Form Fusion is a Banner-integrated utility which allows the customization of output from Banner processes, including adding additional information which is not included in the output Banner produces. At Butler, this is used to create custom designed Student Schedule/Bills and Purchase Orders.

Evisions Software License Agreement 3 year term

Total-

2020-2021 \$32,327

2021-2022 \$41,592

2022-2023 \$53,511

#### **RECOMMENDED ACTION:**

Board approval of Evisions Software License Annual Renewal.

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

Information Service Department Budget

Submitted by:

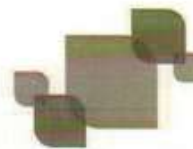
Bill Young, Vice President of Digital Transformation / CIO

Supervisor:

Dr. Kim Krull

Date:

January 6, 2020



## Addendum to Evisions Software License Agreement and Software Maintenance and Support Agreement

This Addendum (this "**Addendum**"), by this reference, is incorporated into, forms a part of, and is governed by, that certain Evisions Software Maintenance and Support Agreement, dated 02/09/2010 (as may be amended, the "**Maintenance Agreement**") and that certain Evisions Software License Agreement, dated 11/05/2010 (as may be amended, the "**Software License Agreement**"), and together with the Maintenance Agreement, (the "**Agreement**"), by and between the undersigned client ("**Client**") and Evisions, a Nevada company ("**Contractor**"). This Addendum is effective as of 02/01/2020 (the "**Effective Date**"). All capitalized words not defined herein shall have the meaning assigned to them in the Maintenance Agreement.

WHEREAS, Contractor licenses certain licensed software to Client pursuant to the terms of the Software License Agreement and provides ongoing access to program updates for certain Covered Software pursuant to the terms and conditions of the Maintenance Agreement;

WHEREAS, except as provided in the Maintenance Agreement as amended hereby, the Term will renew for a three (3) year period on the Effective Date, upon which Client will have continued access to certain program updates for the Covered Software and other support services in accordance with the terms and conditions thereunder; and

WHEREAS, Client and Contractor desire to enter into this Addendum to provide additional terms and conditions to, and to amend, the Agreement as set out below.

NOW THEREFORE, in consideration of the mutual promise and covenants set forth in this Addendum, and intending to be legally bound, the parties hereto agree as follows:

1. Effect on Termination. Upon expiration or termination of the Maintenance Agreement for any reason in accordance with the terms and conditions therein, (a) Client's access to program updates for the Covered Software will cease, (b) Contractor will have no further obligation to provide any updates for any Covered Software or any maintenance or support services therefor, (c) Client's access and license to all Covered Software will revert to the version of the applicable Covered Software existing on the Effective Date or such later version determined by Contractor at the time of expiration or termination of the Maintenance Agreement (each, a "**Fallback Version**"), (d) the "Licensed Products" as defined under the Software License Agreement will be deemed to mean solely each applicable Fallback Version and notwithstanding any contrary provision of the Agreement, Client shall have no rights to any updates, version upgrades, corrections, enhancements or bug fixes to the Fallback Version, (e) except as expressly modified hereby, Client's license to access and use each such Fallback Version of Covered Software will continue to be governed in accordance with the applicable Software License Agreement, and (f) Contractor shall have no obligations in respect of Client's transition to, and installation and use of, any Fallback Version, and if any customer support, technical support or other Contractor services are provided by Contractor to Client in connection with Client's transition to or use of the Fallback Version of any Covered Software, including, but not limited to, any services provided by Contractor to resolve compatibility issues, such services will be performed by Contractor in its sole discretion and charged to Client at then current hourly rates. All charges hereunder shall be invoiced by Contractor and paid by Client in accordance with Section 4(d) of the Maintenance Agreement. This Section 1 of this Addendum shall survive any termination of the Agreement.

There shall be no termination for convenience allowed for under this Addendum. Should Client elect to discontinue use of the licensed products prior to the end of the then current term, Client shall pay to Contractor the entire value of the remaining fees for the then current term as defined herein, and all outstanding fees in accordance with this Addendum, within 45 days of the date of termination.

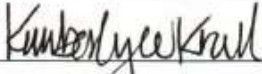
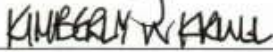
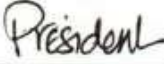
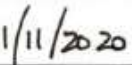
2. Pricing. As of the Effective Date, the parties hereto agree that Section 4(a) of the Maintenance Agreement is deleted and replaced in its entirety with, and superseded by, this Section 2 of this Addendum, as follows:

(a) "Software/Maintenance/Support Fee. Contractor shall during the Term for each Covered Software provide software maintenance and support with respect to such Covered Software upon and subject to the terms and conditions set forth in this Agreement in consideration for the annual fees set forth in Exhibit A hereto (as the same may hereafter be amended by mutual written agreement of Contractor and Client). Contractor shall invoice Client annually for payments due during the Term and for any subsequent extensions of this Agreement. Each subsequent invoice, and any renewal hereunder, shall be pursuant to the terms and conditions of this Agreement. For the first three years of the Agreement, the annual subscription fee will be equal to the amounts shown on the included Order Form. After year three, and until this Agreement is terminated in accordance herewith, the fees for each Covered Software will increase by four percent (4%) on the anniversary of each Term, unless otherwise agreed to in writing. For greater certainty, the fees for each one year period after year three shall be equal to the fees for the immediately preceding year plus four percent (4%).

3. Term, Termination. Notwithstanding Section 3 of the Maintenance Agreement, (i) the Term shall renew for a three (3) year period on the Effective Date, and (ii) the Term shall automatically renew for successive one (1) year periods thereafter unless a party to the Maintenance Agreement notifies the other party at least sixty (60) calendar days prior to the expiration of the Term (or renewal Term, as the case may be) that the Term shall not be renewed.

4. Obsolete Versions. Notwithstanding any contrary provision of the Agreement, Contractor shall have no maintenance or support obligations in respect of any Obsolete Version of the Covered Software, where "Obsolete Version" means any version of the Covered Software no longer supported by Contractor, in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives below and, notwithstanding the signature dates below, intend it to be effective as of the Effective Date.

EVISIONS	BUTLER COMMUNITY COLLEGE
Signature:	Signature: 
Name:	Name: 
Title:	Title: 
Date:	Date: 

**ORDER FORM**  
**COVERED SOFTWARE and PRICING**

	PRORATE SUBSCRIPTION FEE*
<input checked="" type="checkbox"/> <b>Argos Annual Subscription-Includes:</b> Argos Enterprise, Scheduling & Delivery, Free Form SQL, OLAP, API, Interactive Charts, DataBlock Connector, Cloud Connector, Salesforce Connector, Clustering (Up to 3 Nodes) Subscription Period: 02/01/2020 –06/31/2020	\$ 7,760
<input checked="" type="checkbox"/> <b>FormFusion Annual Subscription-</b> Includes: FormFusion Enterprise, PL/SQL Script Director, Imaging Integration, E-Mail w/ Encryption, DocuSign Director Subscription Period: 02/01/2020 –06/31/2020	\$ 4,033
<input checked="" type="checkbox"/> <b>IntelleCheck Accounts Payable</b> Includes: Direct Deposit, E-Mail, Positive Pay Subscription Period: 02/01/2020 –06/31/2020	\$ 1,203
<input checked="" type="checkbox"/> <b>IntelleCheck Payroll</b> Includes: Direct Deposit, E-Mail, Positive Pay Subscription Period: 02/01/2020 –06/31/2020	\$ 473

	ANNUAL SUBSCRIPTION FEE*
<input checked="" type="checkbox"/> <b>Argos Annual Subscription-Includes:</b> Argos Enterprise, Scheduling & Delivery, Free Form SQL, OLAP, API, Interactive Charts, DataBlock Connector, Cloud Connector, Salesforce Connector, Clustering (Up to 3 Nodes) Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023	\$ 18,625 \$ 23,963 \$ 30,830
<input checked="" type="checkbox"/> <b>FormFusion Annual Subscription-</b> Includes: FormFusion Enterprise, PL/SQL Script Director, Imaging Integration, E-Mail w/ Encryption, DocuSign Director Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023	\$ 9,679 \$ 12,453 \$ 16,022
<input checked="" type="checkbox"/> <b>IntelleCheck Accounts Payable</b> Includes: Direct Deposit, E-Mail, Positive Pay Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023	\$ 2,888 \$ 3,716 \$ 4,781
<input checked="" type="checkbox"/> <b>IntelleCheck Payroll</b> Includes: Direct Deposit, E-Mail, Positive Pay Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023	\$ 1,135 \$ 1,460 \$ 1,878
*Fee to be increased annually as provided for in Section 2 above	



## Restatement of Support Obligations

**Software Support Services.** Software support is provided via Licensor's web-based help desk system. Licensor's help desk is monitored during normal business hours. Support includes remote troubleshooting of installation issues, instruction for the use and operation of the Licensed Software by way of online user manuals, white papers, case studies, release guides, on-line tutorials, and unlimited access to web-based group training sessions. Client will also have access to Licensor's web-based Knowledge Base for answers to common problems that may arise. Licensor and Client may mutually agree upon the provision of customer professional services to be provided for an additional fee. To obtain software support, Client shall submit a help desk request through Licensor's website, with verifiable and reproducible evidence of problem, questions, or requests for assistance. Upon receipt of a help desk request, Licensor shall respond based on the priority status Client notes on the request in accordance with the following status definitions:

- i) **Urgent** – Production Down. Reserved for highest severity issues when the production environment is down. Licensor will respond within one (1) hour from the time the request is received (during business hours or within one (1) hour of opening if the request is not received during business hours).
- ii) **High** – Production Critical. Reserved for issues in which the production environment is significantly impaired, but not actually down. Licensor will respond the same day the request is received (if the request is received by 4:00 pm Pacific Time of any day the help desk is open or, if received later, the next business day).
- iii) **Medium** – Time Sensitive. Licensor will respond within 24 hours of the time the request is received, excluding in the computation of such 24 hours any days outside of normal business hours. (For example, if such a request is received at 1:00 pm on a Friday, Licensor will respond by 1:00 pm on the following Monday, if such Monday is within normal business hours.)
- iv) **Low** – Non Essential Timeline. Licensor will respond within 48 hours of the time the request is received, excluding in the computation of such 48 hours any days during which the help desk is not open. (For example, if such a request is received at 1:00 pm on a Friday, Licensor will respond by 1:00 pm on the following Tuesday, if neither such Tuesday nor the preceding Monday is outside of normal business hours.)

**Product-Specific Support.** In addition to the maintenance and support services described above, Client shall have the additional product-specific services listed below for products owned by Client after signing the applicable contract(s) and paying to Licensor the applicable fee:

- i) **IntelleCheck** support includes: Initial installation troubleshooting assistance, ongoing updates and software maintenance, assistance with original check template layout and setup (changes to electronic signature, additions and/or modifications to bank codes/accounts, new institution logos, etc.), troubleshooting software problems as needed. Maximum of 10 hours annual help desk support per Licensed Product. (Accounts Payable and Payroll software are supported separately, therefore a Client using both applications shall be entitled to 10 hours of help desk support annually for each). Changes to the original check template layout or data fields on the template may require a custom quote for these types of projects. Banner upgrades require 30 day advance notice to Licensor.
- ii) **FormFusion** support includes: Initial installation troubleshooting assistance, ongoing updates and software maintenance, troubleshooting software problems as needed. Maximum of 10 hours annual help desk support. Unlimited access for download of Licensor standard templates (including annual tax forms) on the website, unless purchased license is restricted to set number of processes. Assistance with custom template design/creation available by specific quote.
- iii) **Argus** support includes: Initial installation troubleshooting assistance, ongoing updates and software maintenance, troubleshooting software problems as needed. Maximum of 20 hours annual help desk support. Unlimited access to Licensor Co-Op for shared DataBlocks. Professional services available by specific quote.
- iv) **Solutions** support includes: Post-implementation troubleshooting assistance, ongoing updates and software maintenance, troubleshooting software problems as needed. Maximum of 20 hours annual support. Professional services available by specific quote.

**Additional Support.** The maintenance and support services set forth above are the only support services that Licensor shall be obligated to provide to Client under this Agreement. Any other support services Client wishes to receive with respect to the licensed software, including, but not limited to, out-of-scope work or maintenance work outside of regular hours, shall be provided pursuant to a separate agreement between Licensor and Client, including by an Order Form or Statement of Work for additional Services signed by both parties under this Agreement at the then current labor rates of Licensor.

**TOPIC for Action**  
2020 Hard-drive Upgrade Replacement Plan

**REPORT:**

Information Services division is requesting ratification to purchase Samsung solid state hard drives to upgrade several existing computers. These drives will significantly increase the performance of the computers that are reaching their end-of-life thus allowing to extend them for an additional 2 years. These drives will be purchased utilizing the current computer replacement budget.

**Dell/CDWG - \$29,995.00**

- Samsung 250GB SSD - \$59.99

**RECOMMENDED ACTION:**

Recommend the purchase of 500 Samsung solid state hard drives from Ribbit Computers for a total not to exceed \$29,995.00

**RECOMMENDED FUNDING SOURCE:**

Current Computer Replacement Budget 1100-145-858-64

Submitted by:	Matt Jansen, Director of Client Services
Supervisor:	Bill Young, Vice President of Digital Transformation / CIO
Date:	29 January 2020

126 N West Suite A  
Wichita, KS 67203  
www.ribbitcomputers.com  
3166121500



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

Estimate # 1144  
Estimate Date 01-09-20  
**Total \$34,495.00**

Item	Description	Unit Cost	Quantity	Line Total
Special Order Item	Samsung - Samsung 860 EVO MZ-76E250E Solid state drive - encrypted - 250 GB - internal - 2.5" - SATA 6Gb/s - buffer: 512 MB - 256-bit AES - TCG Opal Encryption 2.0	\$68.99	500.0	\$34,495.00

## THIS IS AN ESTIMATE

### Disclaimer

A receipt is required for any returns or exchanges. New merchandise must be returned within 5 days of the purchase date and exchanges must be done within 10 days of the purchase date. Merchandise returned with missing or damaged packaging/part are subject to a minimum 20% restocking fee. Ribbit Computers reserves the right to refuse refunds if the merchandise is used for testing purposes or if the packaging/product has been opened or is permanently damaged. No Printer or Software returns will be accepted. There is a 30 day limited in-store warranty on new parts. Full warranties can be utilized via the original equipment manufacturer.

ALL WARRANTIES REQUIRE THE ORIGINAL PURCHASE RECEIPT!!

THE EXPERTISE YOU NEED, THE ATTITUDE YOU DESERVE!

**Subtotal \$34,495.00**  
**Tax \$0.00**  
**Estimate Total \$34,495.00**

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

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



**TOPIC for Action**  
2020 Laptop Replacement Plan

**REPORT:**

Information Services division is requesting approval to purchase Dell laptops and docking stations through CDW utilizing the Kansas Board of Regents contract. Twenty-five laptops and 30 docking stations will be ordered. These orders are based on Butler's replacement cycle moving from a four-year to a five-year refresh. Laptops will be purchased utilizing the current computer replacement budget.

**Dell/CDWG - \$27,606.00**

- Dell Latitude 3390 - \$880.20
- Dell WD19 Docking Station - \$186.70

**RECOMMENDED ACTION:**

Recommend the purchase of 25 Dell Laptops and docking stations from CDWG for a total not to exceed \$27,606.00

**RECOMMENDED FUNDING SOURCE:**

Current Computer Replacement Budget 1100-145-858-64

Submitted by:	Matt Jansen, Director of Client Services
Supervisor:	Bill Young, Vice President of Digital Transformation / CIO
Date:	29 January 2020



## QUOTE CONFIRMATION



DEAR AMY KERSCHNER,

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
LFFS663	1/27/2020	KWFN898	0345781	\$27,606.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">DELL CTO 3390 I5-8250U 256/16 W10P</a> Mfg. Part #: 3000045714550 Contract: MARKET	25	5741252	\$880.20	\$22,005.00
<a href="#">Dell Dock WD19 - docking station - HDMI, 2 x DP, USB-C</a> Mfg. Part #: DELL DOCK - WD19 130W UNSPSC: 43211602 Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	30	5644789	\$186.70	\$5,601.00

PURCHASER BILLING INFO		SUBTOTAL		\$27,606.00
<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
		GRAND TOTAL		\$27,606.00
		Please remit payments to:  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
DELIVER TO				
<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> UPS Ground				

### Need Assistance? CDW•G SALES CONTACT INFORMATION



Dave Walczak

(877) 493-1102

davewal@cdwg.com

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

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**Topic for Action**  
**Career Coach Renewal Agreement**

**REPORT:**

Economic Modeling (EMSI) delivers a tool, Career Coach, for students to research career interests, learn about careers, salary information and academic programs that align with specific careers. Career Coach provides regional career information that is embedded into Butler webpages as a resource for students and prospective students. The college website also utilizes the Career Coach APIs for integration of career data into each program webpage.

**RECOMMENDED ACTION:**

Ratify the contract renewals for 2020 – 2021 in the amount of \$10,000.

**RECOMMENDED FUNDING SOURCE:**

Student Technology Fee

**Submitted by:**

Dr. Jessica Ohman  
Associate Vice President, Student Services

**Supervisor:**

Dr. Kim Krull  
President

**Date:**

February 11, 2020



409 South Jackson Street  
Moscow, ID 83843  
Tel: 208-883-3500  
Fax: 208-882-3317  
[www.economicmodeling.com](http://www.economicmodeling.com)

**Emsi Representative: Alys Lease**

#### Career Coach with API & Data Use Agreement

This Career Coach with API & Data Use Agreement is made by and between Economic Modeling, LLC, a Delaware limited liability company d/b/a Emsi ("Emsi"), and Butler Community College of El Dorado, Kansas ("Licensee"). For the fee shown below Emsi will provide the following United States API data to Licensee. This agreement sets forth the license terms and conditions for Licensee's use of Emsi's API to access Emsi's proprietary data elements ("Licensed Dataset"). Use of the API and the Licensed Dataset is conditioned upon acceptance of and adherence to all the terms and conditions of this agreement.

The API data will be available February 15, 2020 through February 14, 2021. Emsi will provide Licensee with access to Career Coach beginning February 15, 2020 and ending February 14, 2021, unless this agreement is extended or renewed.

#### **I. Fee**

The fee for the subscription is \$10,000.00, invoiced upon contact signature. Invoices are due 30 days from receipt. Sales tax will be added for non-tax-exempt institutions where applicable.

#### **II. Career Coach Scope of Work**

Licensee will be provided with the following scope of work level:

<u>Product</u>	<u>Product Add-Ons</u>
<input checked="" type="checkbox"/> Customized Career Coach Website	<input type="checkbox"/> Career Coach Plugin
	<input type="checkbox"/> On-Site Training*

**\*Additional Fee** (this additional fee is applicable 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 Career Coach 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.

Emsi will provide assistance with site updates and maintenance as needed by phone or email to Licensee during the contract period, at no additional charge.

#### **III. Use of Career Coach**

Career Coach allows anyone with access to Licensee's Career Coach site to search and browse local careers, obtain relevant labor market information, and see the related education and training offered by Licensee. Emsi encourages wide access to the Career Coach tool. Licensee is free to grant public or private access to Licensee's Career Coach site, to allow access by other organizations (WIBs, high schools, etc.) which would benefit from Licensee's Career Coach site, and to allow other websites to display a link to Licensee's Career Coach site.

#### **IV. API Definitions**

- a) "API" means the application programming interface that allows other software or hardware devices to interface with and access a Licensed Dataset. The API includes any accompanying documentation, and any revisions or updates to the API made available from time to time by Emsi.
- b) "Intellectual Property Rights" means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

- c) "Licensee Application" means any software application that is developed by Licensee (or a third party on Licensee's behalf) that utilizes the API in order to access the Licensed Dataset.
- d) "Licensed Dataset" means those portions of Emsi's proprietary data elements provided to Licensee in the following dimensions, metrics and geographies, as well as any smaller portion thereof:

API Data Region			API Service Level	
<b>Region</b>	<b>Data Detail</b>		<b>Core Data APIs</b>	
<input type="checkbox"/> National	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	<input type="checkbox"/> Core LMI	
<input type="checkbox"/> MSA(s)	<input type="checkbox"/> Emsi Zip	<input type="checkbox"/> Emsi County	<input type="checkbox"/> Job Postings	
<input checked="" type="checkbox"/> State(s)	<input checked="" type="checkbox"/> Emsi Zip	<input checked="" type="checkbox"/> Emsi County	<input type="checkbox"/> Profile Data	
			<input type="checkbox"/> Compensation	
			<input type="checkbox"/> Occupational Earnings	
			<input type="checkbox"/> ACS Indicator	
			<input type="checkbox"/> Automation Index	
			<input type="checkbox"/> IPEDS	
			<input type="checkbox"/> Input-Output	
			<b>Text-Classification APIs</b>	
			<input type="checkbox"/> Skills Tagging	
			<input type="checkbox"/> Job Title Normalization	
			<b>Custom APIs</b>	
			<input type="checkbox"/> Geography	
			<b>Career Coach APIs</b>	
			<input checked="" type="checkbox"/> Assessments	
			<input checked="" type="checkbox"/> Career Coach Programs	
			<input checked="" type="checkbox"/> Careers	
			<input checked="" type="checkbox"/> Jobs	

**V. Grant of License to Licensed Dataset**

- a) Emsi hereby grants Licensee a non-exclusive, non-transferable license to utilize the API to the extent necessary to allow the Licensee Application to access the Licensed Dataset.
- b) Emsi hereby grants Licensee a non-exclusive, non-transferable, limited license to use the Licensed Dataset as follows:
- Licensee may only use the Licensed Dataset as an analysis tool and to create a custom dashboard for internal use.
- c) Licensee shall attribute Emsi as the source of any elements of the Licensed Dataset which are published in any format, including, but not limited to, hard copy, soft copy, web-based and online publications.

**VI. Conditions of Use for API and Licensed Dataset**

- a) Development of the Licensee Application will be the responsibility of Licensee.
- b) Emsi will provide additional technical assistance at \$200.00 per hour. Licensee shall be responsible to make sure its equipment, network, and system meet the technical specifications necessary to run the API, and store and manage the Licensed Dataset.
- "Technical assistance" means: creating examples of querying the Licensed Dataset, providing code samples of what specific API queries would send to and return from the API, and ensuring queries to Emsi APIs are structured in such a way as to return the data Licensee is requesting.
  - "Technical assistance" does not mean: assistance in software development beyond the scope of API queries, creating or troubleshooting data visualizations, or providing parameters or



business logic from Emsi's proprietary software products as they pertain to data, visualizations, or geographic regions.

- c) In order to use the API to access the Licensed Dataset, Emsi will issue Licensee appropriate API credentials (an "API Key"). The API Key shall remain active during the term of this agreement. The API Key is confidential information. Licensee and all authorized users will be required to log in to the Licensee Application and use the API Key to access the API and Licensed Dataset and any updates or subsequent versions of the API or Licensed Dataset that Emsi may release from time to time. Updates or upgrades to the API may require Licensee to alter Licensee Applications so they work with the API. Emsi will refresh the Licensed Dataset regularly. Emsi shall provide Licensee with at least sixty (60) days' prior written notice of any substantial update or subsequent version of the Licensed Dataset or the API, and shall cooperate and provide Licensee with such information as is necessary to permit Licensee to make necessary alterations necessary to the Licensee Applications. Emsi reserves the right to change the API on shorter notice if necessary due to a compromise to the API's security.
- d) Licensee has no rights with respect to the API or the Licensed Dataset and will not use the API or Licensed Dataset except as expressly permitted by this agreement. Licensee will not, and will require that all users of the Licensee Application do not (i) modify or create derivative works of the API; (ii) sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose the API or Licensed Dataset except as contemplated by this agreement; (iii) use the API or Licensed Dataset in connection with any product or software other than the Licensee Application or beyond the defined scope of use for the Licensee Application; (iv) distribute the API or Licensed Dataset as a stand-alone product other than as allowed by this agreement; (v) reverse-assemble the API without the prior written consent of Emsi; (vi) access, reverse engineer, or make available to any third party any interface or functionality of Emsi's applications, servers or services not expressly included in the API, or otherwise documented by Emsi for public use; (vii) use the API or Licensed Dataset in any manner or for any purpose that violates any law or regulation, including but not limited to Intellectual Property Rights, rights of privacy, or in any manner inconsistent with the Terms and Conditions of Use or Privacy Policy associated with Emsi web sites, or this agreement; (viii) sell, lease, share, transfer, or sublicense the API or Licensed Dataset; (ix) use the API in a manner that fails to comply or is inconsistent with any part of the API documentation provided to you in connection with this agreement; (x) use the API or Licensed Dataset in a product or service that substantially replicates or competes with products or services offered by Emsi; (xi) cause, assist or permit any third party to do any of the foregoing.
- e) 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).

## VII. 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, 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) Neither Licensee nor Licensee's authorized users will attempt to replicate Emsi Apps or the Licensed Dataset in design, content, or functionality.
- e) 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.
- f) 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.

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

#### **VIII. Termination**

- a) This agreement shall terminate automatically on February 14, 2021.
- b) Emsi may suspend delivery of the Licensed Dataset service to Licensee during any period that Licensee fails to pay when due any fees described in this agreement, and Emsi's delivery obligation shall not be re-instated until Licensee has paid Emsi any past due fees.
- c) Either party may terminate this agreement if: (i) the other party breaches a material obligation hereunder which is by its nature incurable or, if curable, remains uncured thirty (30) days after written notice describing the breach is provided to the breaching party; (ii) a receiver is appointed for the other party or its property, (iii) the other party makes an assignment for the benefit of its creditors, (iv) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within thirty (30) days of such commencement.

#### **IX. Representations and Warranties**

- a) Licensee hereby represents, warrants and covenants to Emsi as follows:
  - 1) to the best of its knowledge the Licensee Application will not (a) contain any virus, Trojan horse, worm, time bomb, cancelbot, or other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (b) create an unusually high load on Emsi's servers; or (c) enable any user to interfere with other users' use of Emsi applications;
  - 2) to the best of its knowledge the Licensee Application (excluding the API) will not infringe any third party's copyright, trade secret, or trademark rights;
  - 3) to the best of Licensee's knowledge, the Licensee Application (excluding the API) does not infringe the patent of any third party; and
  - 4) in addition to the rights granted by Emsi, Licensee has all rights, permissions and licenses necessary to create and distribute the Licensee Application.
- b) Emsi hereby represents, warrants and covenants to Licensee as follows:



- 1) that Emsi owns or has all right, title and interest to the intellectual property rights in the API and the Licensed Dataset necessary to fulfill its obligations under this agreement;
- 2) that Emsi has all rights, permissions and licenses necessary to create and distribute the Licensed Dataset;
- 3) subject to the disclaimers below Emsi represents and warrants that the data contained in the Licensed Dataset shall be materially consistent with and representative of available government data. Emsi data shall be gathered, assembled, summarized, analyzed and made available regularly by Emsi to Licensee, using accurate analytical and statistical methodology and industry best practices;
- 4) to the best of Emsi's knowledge no Licensed Dataset will (a) contain any virus, Trojan horse, worm, time bomb, cancelbot, or other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

**X. Disclaimers**

- a) The data, reports, forecasts, and services provided by Emsi are generated using government data and proprietary processes. Emsi generates estimates when data points are unavailable and such estimates are subject to varying degrees of error. By purchasing this data, report, product, or service, Licensee agrees that Emsi shall not be liable for economic loss arising from their use. Emsi is not liable for misuse of the data, or any planning mistakes based on the said data.
- b) Neither party shall, under any circumstances, be liable to the other party for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the API or the Licensed Dataset, whether based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise), or any other pecuniary loss, whether or not such party has been advised of the possibility of such damages. Excluding Emsi's representations and warranties in this agreement, under no circumstances shall either party be liable to the other for any amount greater than the amount paid to Emsi as set forth in this agreement.
- c) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY EMSI REGARDING THE LICENSED DATASET, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**XI. Protection of Proprietary Interests and Confidentiality**

- a) "Confidential Information" means all information disclosed by or on behalf of either party to the other, which is in tangible or electronic form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, without limitation, proprietary information, account data, technical data, trade secrets or know-how, including, but not limited to, source code, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information shall not include information that (i) was already known to the recipient at the time of disclosure by or on behalf of the disclosing party without an obligation of confidentiality; (ii) was or is obtained by the recipient from a third party not known by such recipient to be under an obligation of confidentiality with respect to such information; (iii) is or becomes generally available to the public other than by violation of this agreement; or (iv) was or is independently developed by the recipient without use of the disclosing party's Confidential Information.
- b) Neither party shall use the Confidential Information of the other party for any purpose other than to the extent unavoidably necessary to fulfill the terms of this agreement. The parties shall hold Confidential



Information in strict confidence and it shall not be disclosed or used without prior written consent of the other party, except to or by those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and members with a need to know the Confidential Information for the purposes and for the uses set forth in this agreement. The parties shall require all recipients of the Confidential Information to be bound by the terms of this agreement. The parties shall use the same degree of care to protect the Confidential Information as the parties employ to protect their own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

- c) In the event a party is requested or required by legal or regulatory authority to disclose any Confidential Information belonging to the other party, the disclosing party shall promptly notify the other party of such request or requirement prior to disclosure, if permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the terms of this agreement. In the event that a protective order or other remedy is not obtained, or a party waives compliance with these provisions, the disclosing party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, to be consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Notwithstanding anything to the contrary, the parties may disclose, without limitation of any kind, the tax treatment and tax structure of the business transaction and all materials of any kind (including opinions or other tax analyses) that are provided to either party relating to the tax treatment and tax structure of the business transaction.
- d) Notwithstanding the termination of the License or the expiration of this agreement, the obligations contained in this Section shall continue and shall be ongoing obligations of the parties.

## **XII. Dispute Resolution, Indemnification, and Injunctive Relief**

- a) If Licensee is accused of violating any material term of this agreement Emsi shall, prior to taking any other action allowed by law or this agreement, give written notice of the alleged violation to Licensee. Licensee shall have ten days from receipt of the written notice to respond and explain why such allegation is incorrect, cure the violation, or to notify Emsi of the steps Licensee is taking to cure the violation along with a date when the cure will be completed if the cure will take longer than ten days. If the alleged violation continues past the time to cure or if the cure does not remedy any alleged damage to Emsi caused by the violation, then Emsi may immediately terminate the license granted by this agreement and pursue such other action as Emsi determines to be necessary. If Emsi terminates Licensee's use of the API or Licensed Dataset because of Licensee's violation of a material term of this agreement, Licensee will not be entitled to a refund of amounts paid to Emsi under this agreement.
- b) Each party will mutually indemnify, defend, and hold harmless the other, their parents, affiliates and subsidiaries, against any and all claims, suits, losses, liabilities, and judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from either party's breach of any of the terms of this agreement.
- c) Each party will promptly notify the other of: (i) any claim, allegation, or notification of which a party has knowledge, that the Licensee Application, Licensed Dataset or the API may infringe the intellectual property rights of any other party; and (ii) any determination, discovery, or notification that any third party may be infringing the Intellectual Property Rights of either Emsi or Licensee. Each party will notify the other of any claims within a reasonable time and will have the right to participate in any such contest, defense or litigation through counsel of the party's own choosing. Neither party will enter into any settlement in which the other party admits liability, or in connection with which the other party's Intellectual Property Rights may be limited or compromised, without the other party's prior written approval.
- d) Emsi and Licensee acknowledge that a breach, actual or threatened, of this agreement may cause irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law inadequate. Either party will therefore be entitled to obtain immediate injunctive relief and any other appropriate relief from a court of competent jurisdiction without having to post a bond or other security. This right will be in addition to any other remedy available in law or equity.
- e) Following written notice of a claim or of a threatened or actual suit alleging that the Licensed Dataset or any portion thereof infringes on a third-party's rights, Emsi will at its sole expense first use good faith

efforts to procure for Licensee the right to continue to market, use and have others use the allegedly infringing portion of the Licensed Dataset; and upon failing to effect such remedy, will use good faith efforts to replace or modify the Licensed Dataset to make it non-fringing. If Emsi replaces or modifies the Licensed Dataset, such replacement shall meet substantially the same specifications of the Licensed Dataset as provided in the Documentation. Absent Emsi's election to effect any of the foregoing, Emsi shall refund to Licensee any unused subscription fees attributable to the infringing portion of the Licensed Dataset.

### XIII. General

- a) Any notice or communication from one party to the other will be in writing and either personally delivered or sent via certified mail, postage prepaid and return receipt requested, addressed to such other party at the address specified in this agreement.

If to Licensee: \_\_\_\_\_

If to Emsi: \_\_\_\_\_  
Economic Modeling, LLC  
409 S. Jackson St.  
Moscow, ID 83843

- b) It is agreed that the relationship established by this agreement is solely that of an independent contractor and does not designate Licensee as the agent, legal representative, partner or joint venturer of Emsi for any purpose whatsoever. Licensee is not granted any right to create any obligation or responsibility or make representations, express or implied, on behalf of or in the name of Emsi or regarding Licensed Dataset or to bind Emsi in any manner or thing whatsoever including, without limitation, to the Licensee's Sublicensees except as Emsi may specifically authorize in writing.
- c) Neither this agreement nor any rights under this agreement may be assigned or otherwise transferred by either party, in whole or in part without the prior written consent of the other party, which will not be unreasonably withheld; provided, however, that either party may assign its rights and obligations under this agreement in connection with a sale of assets, merger or consolidation, or similar transaction. Subject to the foregoing, this agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- d) Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this agreement or its rights or remedies at any time will not be construed as a waiver of such party's rights under this agreement and will not in any way affect the validity of the whole or any part of this agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this agreement will preclude the enforcement by such party of any other right or remedy under this agreement or that such party is entitled by law to enforce.
- e) In the event any provision of this agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this agreement, and the parties will promptly substitute for the invalid provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid provision.
- f) 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.
- g) Neither party to this agreement will be liable to the other for any failure or delay in performance under this agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

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

	Invoice Contact	Admin User
Name:		
Title:		
Mailing Address:		
Phone:		
Fax:		
Email:		

**XIV. 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.

**XV. Complete Agreement**

This agreement sets forth the entire agreement between Emsi and Licensee and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to the subject matter of this agreement. This agreement may not be amended, except by a writing signed by both parties.

For Emsi:

\_\_\_\_\_  
Authorized Signature Date

Printed Name  
Economic Modeling, LLC  
409 S. Jackson St.  
Moscow, ID 83843

For Licensee:

Dr. Kimberly W. Krull 1/31/2021  
\_\_\_\_\_  
Authorized Signature Date

Printed Name  
Butler Community College  
901 S Haverhill Rd  
El Dorado, Kansas 67042-3280

**TOPIC for ACTION**  
**5000 Building Prep/Holding Kitchen Equipment**

**REPORT:**

Facilities Management collected quotes for the new kitchen equipment for the new 5000 building Prep kitchen:

The following quotes were collected at state contract:

**Sunflower Restaurant Supply -**

2 -Reach- In Refrigerator-	\$3995.00 each -	\$7990.00
1 - Reach –In Freezer -	\$4995.00 each -	\$4995.00
4 - Proofer/Holding Cabinet-	\$2050.00 each -	\$8200.00
2 - 60" Stainless work Table-	\$820.00 each-	\$1640.00
1 60" Prep table	\$800.00	\$800.00
1 Freight and Delivery	\$600.00	\$600.00
		Total- \$24,225.00

**AAA Restaurant Supply-**

2 -Reach- In Refrigerator–	\$4085.95 each -	\$8171.90
1 – Reach –In Freezer -	\$5159.95 each -	\$5159.95
4- Proofer/Holding Cabinet-	\$2250.00 each -	\$9000.00
2- 60" Stainless work Table-	\$785.00 each-	\$1570.00
1 -60" Prep table -	\$1395.00	\$1395.00
1- Freight and Delivery	NA	
		Total-\$25,296.85

**RECOMMENDED ACTION:**

Board approval of Sunflower Restaurant Supply for \$24,225.00

**RECOMMENDED FUNDING SOURCE:**

Student Union Fund.

Submitted by: Ireland Turner  
Supervisor: Lynn Umholtz/Kent Williams  
Date: January 29, 2020





# Quote

11/11/2019

**Project:**  
Butler Community College  
Jason Sedbrook

**From:**  
Sunflower Restaurant Supply  
6803 W Taft # 307  
Wichita, KS. 67209  
316-267-9881  
Gary D Perry




Project Code: 5194

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>REACH-IN REFRIGERATOR</b>	\$3,995.00	\$7,990.00
		 Turbo Air Model No. TSR-49SD-N6 Super Deluxe Refrigerator, reach-in, two-section, 42.69 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) hinged solid doors with recessed handles, LED interior lighting, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	2 ea	Note: Contact factory representative for parts & accessories discounts		
	2 ea	3 year parts & labor warranty, standard (self-contained only)		
	2 ea	Additional 2 year compressor warranty (5 year total), standard (self-contained only)		
	2 ea	Self-cleaning condenser device equipped, standard		
	2 st	Caster Set, 4", swivel, locking front wheels, 5"H (overall), standard		
2	1 ea	<b>REACH-IN FREEZER</b>	\$4,995.00	\$4,995.00
		 Turbo Air Model No. TSF-49SD-N Super Deluxe Freezer, reach-in, two-section, 39.9 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handles, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	3 year parts & labor warranty, standard (self-contained only)		
	1 ea	Additional 2 year compressor warranty (5 year total), standard (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, 4", swivel, locking front wheels, 5"H (overall), standard		

Butler Community College

Init ial: \_\_\_\_\_  
Page 1 of 2

11/11/2019

Item	Qty	Description	Sell	Sell Total
3	4 ea	<b>PROOFER CABINET, MOBILE</b>  Metro Model No. C519-CFC-U (QUICK SHIP MODEL) C5™ 1 Series Heated Holding & Proofing Cabinet, mobile, full height, non-insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2.0kW, 16.7 amps, NEMA 5-20P, cULus, NSF	\$2,050.00	\$8,200.00
	4 ea	1 year warranty against manufacturing defects		
4	2 ea	<b>WORK TABLE, STAINLESS STEEL TOP</b>  Advance Tabco Model No. SKG-245 Work Table, 60"W x 24"D, 16 gauge 430 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs with adjustable bullet feet, NSF	\$820.00	\$1,640.00
5	1 ea	<b>WORK TABLE, STAINLESS STEEL TOP</b>  Advance Tabco Model No. SAG-365 Work Table, 60"W x 36"D, 16 gauge 430 stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF	\$800.00	\$800.00
6	1 ea	<b>DELIVERY</b> SUNFLOWER RESTAURANT SUPPLY Model No. 9999 Uncrate and delivery	\$600.00	\$600.00
Total				\$24,225.00

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

# Quote

11/07/2019



## Project:

Butler Community College-Catering  
Kitchen

## From:

AAA Restaurant Supply  
John Pirtle  
611 E. Central Ave.  
Wichita, KS 67202-1061  
3162654365  
(316)265-4365 (Contact)

Job Reference Number: 1323

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>REACH-IN REFRIGERATOR</b>  Turbo Air Model No. TSR-49SD-N6 Super Deluxe Refrigerator, reach-in, two-section, 42.69 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) hinged solid doors with recessed handles, LED interior lighting, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	\$4,085.95	\$8,171.90
	2 ea	Note: Contact factory representative for parts & accessories discounts		
	2 ea	3 year parts & labor warranty, standard (self-contained only)		
	2 ea	Additional 2 year compressor warranty (5 year total), standard (self-contained only)		
	2 ea	Self-cleaning condenser device equipped, standard		
	2 st	Caster Set, 4", swivel, locking front wheels, 5"H (overall), standard		
ITEM TOTAL:				\$8,171.90
2	1 ea	<b>REACH-IN FREEZER</b>  Turbo Air Model No. TSF-49SD-N Super Deluxe Freezer, reach-in, two-section, 39.9 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handles, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	\$5,159.95	\$5,159.95
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	3 year parts & labor warranty, standard (self-contained only)		
	1 ea	Additional 2 year compressor warranty (5 year total), standard (self-contained only)		
	1 ea	Self-cleaning condenser device equipped, standard		


Butler Community College-Catering  
Kitchen

Initial: \_\_\_\_\_  
Page 1 of 3

Item	Qty	Description	Sell	Sell Total
	1 st	Caster Set, 4", swivel, locking front wheels, 5"H (overall), standard		
			ITEM TOTAL:	\$5,159.95
3	2 ea	<b>REACH-IN REFRIGERATOR</b> Atosa USA Model No. MBF8005GR Atosa Refrigerator, reach-in, two-section, 51-3/4"W x 33-1/4"D x 82-7/8"H, top mount self-contained refrigeration, 44.5 cu. ft. (2) locking hinged solid doors, digital temperature control, 33° to 40°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 6.5 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	\$2,650.00	<Alternate>
	2 ea	2 year labor & parts warranty, 5 years warranty on compressor		<Alternate>
			ITEM TOTAL: <Alternate>	\$5,300.00
4	1 ea	<b>REACH-IN FREEZER</b> Atosa USA Model No. MBF8002GR Atosa Freezer, reach-in, two-section, 51-3/4"W x 31-1/2"D x 82-7/8"H, top mount self-contained refrigeration, 43.16 cu ft., (2) locking hinged solid doors, digital temperature control, -8° to 0°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, electric defrost, stainless steel interior & exterior, galvanized steel back, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 8.6 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	\$3,375.00	<Alternate>
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor		<Alternate>
			ITEM TOTAL: <Alternate>	\$3,375.00
5	4 ea	<b>MOBILE HEATED CABINET</b> Metro Model No. C519-HFC-U C5™ 1 Series Heated Holding Cabinet, mobile, full height, non-insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, cULus, NSF	\$2,250.00	\$9,000.00
	4 ea	1 year warranty against manufacturing defects		
			ITEM TOTAL:	\$9,000.00
6	4 ea	<b>MOBILE HEATED CABINET</b> Metro Model No. C539-HFC-UA C5™ 3 Series Heated Holding Cabinet, with Red Insulation Armour™, mobile, full height, insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 200°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, cULus, NSF	\$2,995.00	<Alternate>
	4 ea	1 year warranty against manufacturing defects		<Alternate>
	4 ea	Right hand hinging, standard		<Alternate>
			ITEM TOTAL: <Alternate>	\$11,980.00
7	2 ea	<b>WORK TABLE, 60", STAINLESS STEEL TOP</b>	\$785.00	\$1,570.00

Butler Community College-Catering  
KitchenInitial: \_\_\_\_\_  
Page 2 of 3



Item	Qty	Description	Sell	Sell Total
		John Boos Model No. ST6R5-2460SSK-X Work Table, 60"W x 24"D, 16/300 stainless steel top with 5" backplash, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD (Available in Effingham and Nevada)		
	2 ea	Standard flyer accessories only, NO modifications to flyer items allowed or their accessories		
			ITEM TOTAL:	\$1,570.00
8	ea	<b>WORK TABLE, 60", STAINLESS STEEL TOP</b> John Boos Model No. ST6R5-3660SSK Work Table, 60"W x 36"D, 16/300 stainless steel top with 5" backplash, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD	\$1,395.00	<del>\$2,790.00</del> <i>\$1,395.00</i>
			ITEM TOTAL:	<del>\$2,790.00</del>
			Total	<u>\$26,691.85</u>

All in-bound Freight, Receiving, Assembly, Delivery and Set-in-place to a ground floor location in Wichita, Kansas where equipment fits through doorways without disassembly is INCLUDED.

Electrical, Plumbing and HVAC connections to be made by others when applicable.

Affixing or sealing to building structure to be done by others when applicable.

Sales tax to be added to total when applicable.

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

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

Project Grand Total: \$26,691.85

Initial: \_\_\_\_\_

Page 3 of 3

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Project :

Model # :

Item # :

Qty :

Available WH :

Approval :

## Solid Door Refrigerator

Reach-In Bottom Mount  
 Super Deluxe Series

**Model : TSR-49SD-N6**

### FEATURES & BENEFITS

#### Self-Cleaning Condenser

The accumulation of dust in the condenser can cause the failure or breakdown of refrigerators. Refrigerators run normally until they reach a certain level of accumulation. At some point, when they are over the limit, their performance drops quickly resulting in damage to, or disposal of the stored products inside. The Self-Cleaning Condenser device keeps the condenser clean and prevents system failure by automatically brushing daily.

#### Digital temperature control & monitor system

- Keep food products safe by maintaining constant temperatures.
- Alarms that sound when doors are not sealed shut; protect against food spoilage that originates from cold air leaks.
- Early warning alarm program detects issues before malfunction occurs.
- Digital display allows for easy monitoring.
- Programs interpret the condition of refrigeration systems by self-diagnosis.
- Rapid cool-down function (Turbo cooling).
- Automatic evaporator fan motor delays.

#### Hydrocarbon refrigerants (R-600a)

With innovative and eco-friendly technology, Turbo Air brings you hydrocarbon refrigerators designed to meet DDE's Energy Conservation Standards in 2017 and to use EPA's SNAP Program approved HC refrigerants. Hydrocarbon refrigerants do not deplete the ozone layer and have very low contribution to global warming (ODP-0, GWP-3).

#### Stainless steel cabinet construction

The Turbo Air Super Deluxe model boasts a stainless steel interior and exterior (galvanized steel top, bottom and back). It guarantees the utmost in cleanliness and long product life. Sharp corners and edges have been rounded to reduce the risk of injury. The Super Deluxe adds a touch of style to the most refined setting.

#### Sturdy, clean stainless steel shelving

Shelves are the most important part of cleanliness as they come in direct contact with food. After a while, PVC coated wire shelves may peel, rust and lead to unsanitary conditions. Only the Turbo Air Super Deluxe series uniquely provides stainless steel shelving.

#### Door pressure release device

Pressure relief doors are designed to eliminate vacuum pressure and allow easy, instant door opening.

#### High-density polyurethane insulation

The entire cabinet structure and solid doors are foamed-in-place using high density, HCFC free polyurethane insulation.

#### LED interior lighting

#### Bottom mount compressor

#### Refrigerator holds 33°F ~ 38°F for the best in food preservation



#### Patented Self-Cleaning Condenser



This product is equipped with a fine mesh filter to the front of the condenser to catch dust, and a rotating brush that moves up and down daily to remove debris buildup outward and away.

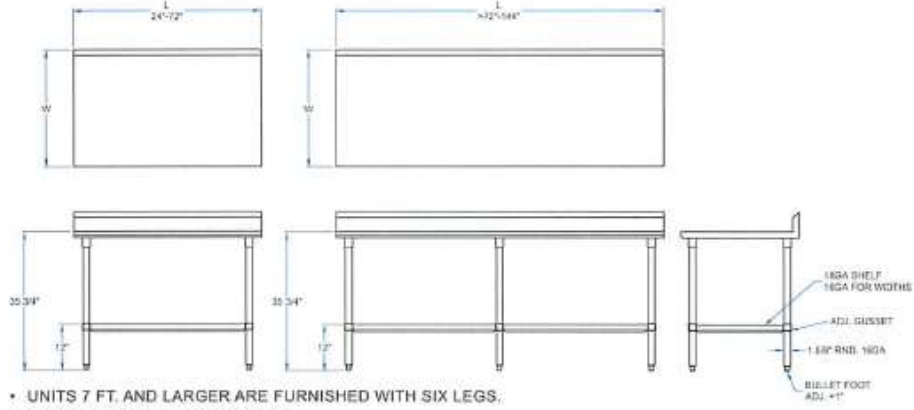


Model	Swing Door	CU./FT.	#of Shelves	HP	AMPS	Crated Weight (lbs.)	L x D x H* (inches)
TSR-49SD-N6	2	42.69	6	1/5	2.3	427	54 3/8 x 30 3/8 x 78 1/4

Ver.20181217

\* Height does not include 5" caster height or 8" optional legs.

## DETAILED SPECIFICATIONS



- UNITS 7 FT. AND LARGER ARE FURNISHED WITH SIX LEGS.
- FINISHED SIZE OF UNDERSHELF.  
SHELF LENGTH = LENGTH MINUS 4.875"  
SHELF WIDTH = WIDTH MINUS 4.25

### 16 GAUGE TOP W/ ADJUSTABLE UNDERSHELF

LENGTH	24" WIDE	WT. (LBS)	30" WIDE	WT. (LBS)	36" WIDE	WT. (LBS)
24"	ST6R5-2424SSK	44	ST6R5-3024SSK	49	ST6R5-3624SSK	58
30"	ST6R5-2430SSK	49	ST6R5-3030SSK	54	ST6R5-3630SSK	68
36"	ST6R5-2436SSK	55	ST6R5-3036SSK	62	ST6R5-3636SSK	75
48"	ST6R5-2448SSK	67	ST6R5-3048SSK	77	ST6R5-3648SSK	93
60"	ST6R5-2460SSK	80	ST6R5-3060SSK	91	ST6R5-3660SSK	111
72"	ST6R5-2472SSK	92	ST6R5-3072SSK	105	ST6R5-3672SSK	129
84"	ST6R5-2484SSK	111	ST6R5-3084SSK	127	ST6R5-3684SSK	159
96"	ST6R5-2496SSK	123	ST6R5-3096SSK	142	ST6R5-3696SSK	177
108"	ST6R5-24108SSK	136	ST6R5-30108SSK	155	ST6R5-36108SSK	193
120"	ST6R5-24120SSK	147	ST6R5-30120SSK	170	ST6R5-36120SSK	211
132"	ST6R5-24132SSK	159	ST6R5-30132SSK	184	ST6R5-36132SSK	228
144"	ST6R5-24144SSK	171	ST6R5-30144SSK	199	ST6R5-36144SSK	246

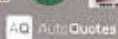
### MODEL # STRUCTURE

24 = WIDTH OF WORK SURFACE  
5 = HT. OF RISER W/ TURNDOWN  
R = RISER TOP WORK TABLE  
6 = 16GA WORK SURFACE  
ST = STAINLESS STEEL TOP

30 = LENGTH OF WORK SURFACE  
SS = STAINLESS LEGS & SHELF  
K = K.D. W/ ADJUSTABLE BRACING

**ST6R5-2430SSK**

SOME UNITS SHIP UNASSEMBLED FOR REDUCED SHIPPING COST. ALL DIMENSIONS ARE TYPICAL. TOLERANCE +/- .500"  
John Boos & Co. is constantly engaged in a program of improving products and therefore reserves the right to change specifications without prior notice.



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## Solid Door Refrigerator

Reach-In Bottom Mount  
Super Deluxe Series

### Model : TSR-49SD-N6

ELECTRICAL DATA	
Voltage	115/60/1
Plug Type	NEMA 5-15P
Full Load Amperes	2.3
Compressor HP	1/5
Feed Wires with Ground	3
Cord Length (ft.)	7
Refrigerant	R-600a
DIMENSIONAL DATA	
# of Doors	2
# of Racks Accepted	2
Net Capacity (cu. ft.)	42.69
Ext. Length Overall (in.)	54 3/8 (1382mm)
Ext. Depth Overall (in.)	30 3/8 (770mm)
Ext. Height Overall (in.)*	78 1/4 (1987mm)
Int. Length Overall (in.)	50 1/2 (1283mm)
Int. Depth Overall (in.)	26 1/4 (666mm)
Int. Height Overall (in.)	60 (1524mm)
Gross Weight (lbs.)	427
# of Shelves	5
Shelf Size (L x D) (in.)	24 1/2 x 23 1/2

Design and specifications subject to change without notice.

Actual shipping weight may differ due to extra packing materials for product protection.

\* Height does not include 5" caster height or 6" optional legs.

#### ■ WARRANTY : 3 Year Parts and Labor Warranty Additional 2 Year Warranty on Compressor

#### ■ STANDARD FEATURES

- Anti-corrosion coated evaporator
- Door locks standard
- Positive seal self-closing doors
- Easy replaceable one piece magnetic door gaskets
- Self-contained system
- Solid and sturdy grille design
- Standard 4" dia. swivel casters with locks on the front set

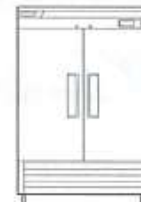
#### ■ OPTIONAL ACCESSORIES :

- 5" caster, 1/2" diameter & 13 TPI: M726500100 (non-brake), M726500200 (w/ brake)
- 6" stainless steel leg: 30221M0600
- Additional stainless steel shelf: 30278Q0200
- Half door bun tray rack: TSP-2224 (each holds up to six 18"L x 26"D sheet pans)
- Full door bun tray rack: TSP-2250 (each holds up to fifteen 18"L x 26"D sheet pans)

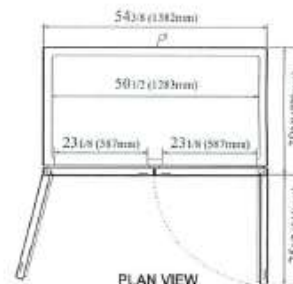
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#### PLAN VIEW

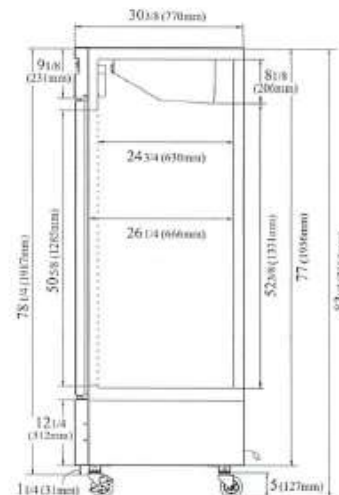
(unit : inch)



FRONT VIEW



PLAN VIEW



SIDE VIEW

NATURAL  
Refrigerant

SPFC

ETL

ETL

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Project :	
Model # :	
Item # :	Qty :
Available W/H :	
Approval :	

## Solid Door Freezer

Reach-In Bottom Mount  
 Super Deluxe Series

**Model : TSF-49SD-N**

### FEATURES & BENEFITS

#### Self-Cleaning Condenser

The accumulation of dust in the condenser can cause the failure or breakdown of refrigerators. Refrigerators run normally until they reach a certain level of accumulation. At some point, when they are over the limit, their performance drops quickly resulting in damage to, or disposal of the stored products inside. The Self-Cleaning Condenser device keeps the condenser clean and prevents system failure by automatically brushing daily.

#### Digital temperature control & monitor system

- Keep food products safe by maintaining constant temperatures.
- Alarms that sound when doors are not sealed shut; protect against food spoilage that originates from cold air leaks.
- Early warning alarm program detects issues before malfunction occurs.
- Digital display allows for easy monitoring.
- Programs interpret the condition of refrigeration systems by self-diagnosis.
- Rapid cool-down function (Turbo Freezer).
- Smart defrost system will defrost as needed.
- Automatic evaporator fan motor delays.

#### Hydrocarbon refrigerants (R-290)

With innovative and eco-friendly technology, Turbo Air brings you hydrocarbon refrigerators designed to meet DOE's Energy Conservation Standards in 2017 and to use EPA's SNAP Program approved HC refrigerants. Hydrocarbon refrigerants do not deplete the ozone layer and have very low contribution to global warming (ODP-0, GWP-3).

#### Stainless steel cabinet construction

The Turbo Air Super Deluxe model boasts a stainless steel interior and exterior (galvanized steel top, bottom and back). It guarantees the utmost in cleanliness and long product life. Sharp corners and edges have been rounded to reduce the risk of injury. The Super Deluxe adds a touch of style to the most refined setting.

#### Sturdy, clean stainless steel shelving

Shelves are the most important part of cleanliness as they come in direct contact with food. After a while, PVC coated wire shelves may peel, rust and lead to unsanitary conditions. Only the Turbo Air Super Deluxe series uniquely provides stainless steel shelving.

#### Door pressure release device

Pressure relief doors are designed to eliminate vacuum pressure and allow easy, instant door opening.

#### High-density polyurethane insulation

The entire cabinet structure and solid doors are foamed-in-place using high density, HCFC free polyurethane insulation.

#### LED interior lighting

#### Bottom mount compressor

#### Freezer holds -10°F ~ 0°F for the best in frozen food preservation



#### Patented Self-Cleaning Condenser



This product is equipped with a fine mesh filter to the front of the condenser to catch dust, and a rotating brush that moves up and down daily to remove excess buildup outward and away.



Model	Swing Door	CU./FT.	#of Shelves	HP	AMPS	Crated Weight (lbs.)	L x D x H* (inches)
TSF-49SD-N	2	39.9	6	2/3	5.5	457	54 3/8 x 30 3/8 x 78 1/4

Ver.20151217

\* Height does not include 5" caster height or 6" optional legs.



We put space to work.

Item # \_\_\_\_\_

Job \_\_\_\_\_

## Metro C5 1 Series Non-Insulated Heated Holding and Proofing Cabinets

- **Control:** Three holding modules are available. All feature an easy-to-read digital thermometer, recessed control dials, a master on/off switch, and power indicator lights.
  - **Combination Module:** At the flip of a switch change from heated holding mode to proofing mode. Individual analog controls for temperature and humidity levels. Digital temperature display.
  - **Holding Module:** For heated holding applications. Analog temperature control with digital display.
  - **Proofing Module:** For proofing applications only. Individual analog controls for temperature and humidity levels. Digital temperature display.
- **Performance:** All modules provide fast heat-up and recovery through a thermostatically controlled, forced air heating system.
- **Sizes:** C5 1 Series cabinets are available in Full Height (69<sup>3</sup>/<sub>4</sub>" , 1772mm), <sup>3</sup>/<sub>4</sub> Height (57<sup>3</sup>/<sub>4</sub>" , 1467mm), and <sup>1</sup>/<sub>2</sub> Height (42<sup>3</sup>/<sub>4</sub>" , 1086mm) sizes.
- **Doors:** Clear polycarbonate doors provide visibility of the contents of the cabinet without the heat loss associated with opening the door.
- **Capacity:** Three slide styles provide maximum holding capacity.
  - **Universal:** Adjustable wire slides, with SiteSelect™, hold 18"x26" sheet, 12"x20" steam table, 2/1 or 1/1 GN pans, and adjust on 1<sup>1</sup>/<sub>2</sub>" (38mm) increments.
  - **Lip Load:** Fixed aluminum extrusions hold 18"x26" sheet pans on 1<sup>1</sup>/<sub>2</sub>" (38mm) increments.
  - **Fixed Wire:** Fixed slides hold 18"x26" sheet, 12"x20" steam table, 2/1 GN, or 1/1 GN pans on 3" (76mm) increments.
- **Removable Module:** All modules are removable, without tools, for easy cleaning of the cabinet interior. Future module upgrades or changes can occur without cabinet body replacement.
- **Reliability:** Reliability and durability are designed into every C5. High quality components provide a long life of worry-free use.



Full Height  
Fixed Slides  
Combination  
Module



1/2 Height  
Fixed Slides  
Combination Module



3/4 Height  
Fixed Slides  
Combination Module



### 1 Series Removable Control Modules

- **Holding Module:** Hot holding at higher temperatures without moisture control.
- **Proofing Module:** Proofing at lower temperatures. Heat and moisture control for proofing applications.
- **Combination Module:** Hot holding and proofing. Moisture control at lower temperatures (proofing).

All Metro Catalog Sheets are available on our website: [www.metro.com](http://www.metro.com)



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North Washington Street, Wilkes-Barre, PA 18705  
Product Information, U.S. and Canada: 1.800.992.1776  
Outside U.S. and Canada: [www.metro.com/contactus](http://www.metro.com/contactus)

L03-269  
Printed in U.S.A. Rev. 5/18

Information and specifications are subject to change without notice. Please confirm at time of order.

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**C5 1 Series** Non-Insulated Heated Holding and Proofing Cabinets

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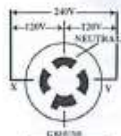
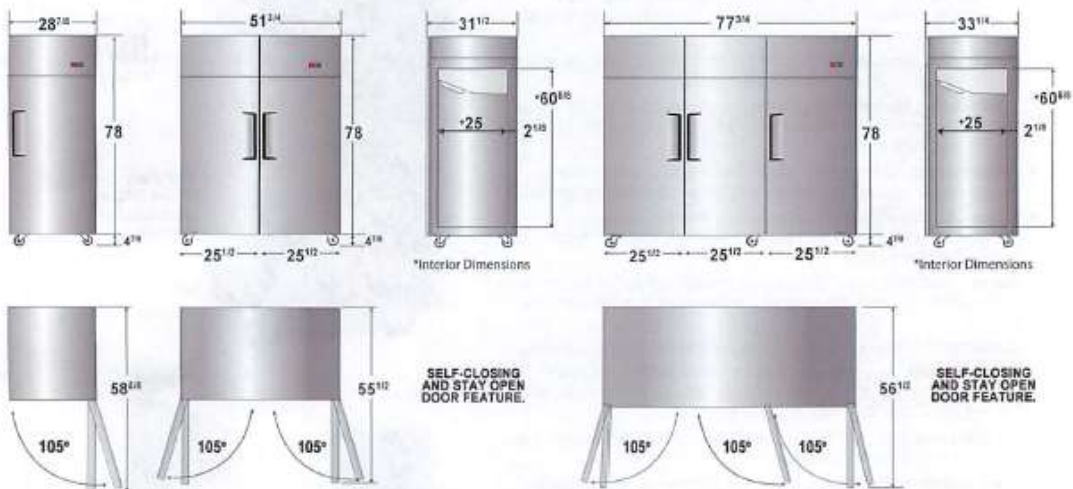
California, Colorado, Florida, Georgia, Illinois,  
Massachusetts, New Jersey, Ohio, Texas, Washington

## SPECIFICATIONS

Model	Doors	Cu.Ft	Shelves	Exterior Dimensions (WxDxH)	Castors	Weight (LBS)	HP	Voltage	Amps	Refrigerant
MBF8001GR	1	21.4	3	28 <sup>7/8</sup> x 31 <sup>1/2</sup> x 82 <sup>7/8</sup>	4 inch	267 lbs	1/2	115/60/1	6.3	R290
MBF8002GR	2	43.16	6	51 <sup>3/4</sup> x 31 <sup>1/2</sup> x 82 <sup>7/8</sup>	4 inch	403 lbs	3/4	115/60/1	8.6	R290
MBF8003GR	3	69.2	9	77 <sup>3/4</sup> x 33 <sup>1/4</sup> x 82 <sup>7/8</sup>	4 inch	575 lbs	1	115/208-230/60/1	5.5	R-404a

## PLAN VIEW

### MBF8001GR / MBF8002GR / MBF8003GR



115/208-230VAC  
NEMA-414-208  
Unit completely  
prewired in factory  
and ready for final  
connection to a  
115/208-230VAC  
single phase • 30  
amp dedicated  
circuit. Cord and  
plug are included  
\*NEMA 5-15P only



### Castors Epoxy Shelves Door Lock Down Duct Temperature Control



2 YEAR PARTS AND LABOR WARRANTY (US ONLY)  
3 YEAR ADDITIONAL COMPRESSOR PART WARRANTY (US ONLY)

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Atosa USA  
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Butler Community College-Catering Kitchen

AAA Restaurant Supply



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Page: 11

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C5 1 Series Non-Insulated Heated Holding and Proofing Cabinets

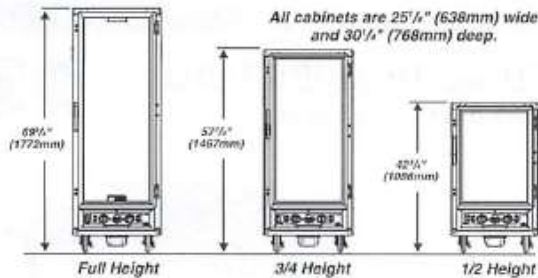
METRO

Job \_\_\_\_\_

C5 1 Series Non-Insulated  
Heated Holding and Proofing Cabinets

We put space to work.

## Specifications



- Cabinet Material:** .063" (1.6mm) aluminum, natural interior, brushed exterior with .125" (3.2mm) aluminum chassis.
- Casters:** Four casters with 5" (127mm) donut neoprene wheel, double ball bearing swivel, ball bearing axle, nickel plated, two with brake.
- Clear Doors:** Extruded aluminum powder coated frame with .090" (2.3mm) polycarbonate window.
- Hinges:** Field reversible, double hinged, 180° swing, with long-life nylon bearings.
- Gaskets:** High temperature, door mounted, Santoprene gaskets.
- Latches:** Polymer, high-strength, magnetic pull latch with lever-action release.
- Universal Slides:** 1/4" (6.4mm) dia. nickel-chrome electroplated wire, adjustable on 1 1/2" (38mm) increments.
- Lip Load Slides:** 1 1/2"x1/2"x.063" (38x38x1.8mm) extruded aluminum channel slides, 1 1/2" (38mm) fixed spacing.
- Fixed Wire Slides:** 1/4" (6.4mm) dia. nickel-chrome electroplated wire, welded on 3" (76mm) spacing.
- Drip Trough:** Smooth polymer drip trough with catch pan.
- Holding Modules:** Removable without tools, digital thermometer, recessed control dials, master on/off switch, "Power On" light, water pan, ball bearing blower forced air system, 7 1/2' cord, UL, CUL, and NSF Listed.

## Electrical and Performance:

- Combination Module:** 80°F (27°C) to 190°F (88°C) operating temperature range. 95% RH at 95°F (35°C). Available in 120V 2000W & 1440W, and 220-240V 1681-2000W configurations.
- Holding Module:** 80°F (27°C) to 190°F (88°C) operating temperature range. Available in 120V 2000W & 1440W, and 220-240V 1681-2000W configurations.
- Proofing Module:** 80°F (27°C) to 120°F (49°C) operating temperature range. 95% RH at 95°F (35°C). Available in 120V 1440W, and 220-240V 1210-1440W configurations.

## Slide Capacities:

Cabinet Size	Universal Wire Pan Capacity**				Lip Load Pan Capacity		Fixed Wire Pan Capacity	
	Slide Pairs Provided	Max.*	18"x26"	12"x20"x2.5" GN 1/1	18"x26"	12"x20"	18"x26"	12"x20"x2.5" GN 1/1
Full Height	18	37	18	34	35	18	18	34
3/4 Height	14	29	14	26	27	14	14	26
1/2 Height	8	17	8	16	17	8	8	16

\*Maximum number of slide pairs @ 1 1/2" spacing. Additional slide pairs ordered separately.  
 \*\*Capacity based on standard number of slides provided.

Cabinet Height  
 9 = Full Height  
 7 = 3/4 Height  
 5 = 1/2 Height

Module Type  
 C = Combination  
 H = Heated Holding  
 P = Proofing

Slide Type  
 U = Universal Wire  
 L = Lip Load  
 W = Fixed Wire

C519-CFC-U



For Combination and Holding Module Cabinets  
 (120V, 16A, 60Hz, 2000W)



For Proofing Module Cabinets  
 (120V, 12A, 60Hz, 1440W)

Door Style  
 FC = Full Length Clear

## Export Model Number Description

C519-CXFC-U



Add "X" for Export Cabinets

For Combination and Holding Modules  
 (220-240V, 7.6-8.3A, 50/60Hz, 1681-2000W)

For Proofing Modules  
 (220-240V, 5.5-6A, 50/60Hz, 1210-1440W)

## Models with Accessories or Options

C519-CFC-UA

An "A" suffix indicates that accessories need to be factory assembled to the cabinet. Order accessories separately.

## Options/Accessories

- Small Item Shelf (C5-SHELF-S)
- Stainless Steel Legs (C5-SSLEGS)
- Universal Slide Pair, Chrome (C5-USLIDEPR-C)
- 6" Casters (C5-6CASTER)
- Rear Rigid Casters (C5-5RDGCSTR)
- Travel Latch (C5-TRVL)
- Flush Door Latch (C5-LATCHFLUSH-1)
- Rear Push Handle (C5-RHANDLE)
- Perimeter Bumper (C5-PERMBUMP-1)
- Straight Plug, 20 Amp, 120V (C5-STRPLG-20)
- Straight Plug, 15 Amp, 120V (C5-STRPLG-15)
- Factory Left-Hand Hinging (DD3768)
- Stainless Steel Universal Slides (please call)

Metro Heated cabinets are for  
 hot food holding applications only.

an Ali Group Company



The Spirit of Excellence

Butler Community College, Catering Kitchen

AAA Restaurant Supply

Page 17





ITEM #: \_\_\_\_\_ QTY: \_\_\_\_\_

MODEL #: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

071917

3601 S. Banker St. Effingham, IL 62401 • P.O. BOX 609 • Ph: (888) 431-2667 • Fax: (800) 433-2667

**"ST6R5-SSK" STAINLESS STEEL TOP WORK TABLES****16GA TOP W/ 5" RISER AND STAINLESS STEEL LEGS AND ADJUSTABLE UNDERSHELF****FEATURES:**

- 16 GAUGE STAINLESS STEEL TOP W/ 5" RISER & TURNDOWN
- TYPE 300 STAINLESS STEEL WITH # 4 POLISH, SATIN FINISH
- TOP IS SOUND DEADENED
- REINFORCED WITH 1"X2" CHANNEL RUNNING ENTIRE LENGTH OF TABLE
- 1-1/2" STALLION EDGE ON FRONT SIDE EDGES
- 90 DEGREE BEND DOWN FOR TABLE LINE-UP
- STAINLESS STEEL BASE WITH ADJUSTABLE UNDERSHELF
- ADJUSTABLE BULLET FEET
- SHIPPED KNOCKED-DOWN, EASY-TO-ASSEMBLE
- NSF AND CSA CERTIFIED



ST6R5-3048SSK

**CONSTRUCTION:**

- TOP: STAINLESS STEEL TOPS ARE TIG WELDED, EXPOSED WELDS ARE POLISHED TO MATCH ADJACENT SURFACE.

**MATERIAL:**

- TOP: 16 GAUGE STAINLESS STEEL TYPE 300 STAINLESS STEEL WITH # 4 POLISH, SATIN FINISH
- SHELF: 16 GAUGE STAINLESS STEEL, (36" WIDE TABLES, 16 GAUGE LOWER SHELF)
- LEGS: 1-5/8" ROUND O.D. 16 GAUGE TUBULAR STAINLESS STEEL
- GUSSETS: STAINLESS STEEL
- FEET: 1" ADJUSTABLE STAINLESS STEEL BULLET FEET



ADJUSTABLE SHELF

**16 GAUGE TOP W/ ADJUSTABLE SHELF**

24" WIDE	QTY	30" WIDE	QTY	36" WIDE	QTY
ST6R5-2424SSK		ST6R5-3024SSK		ST6R5-3624SSK	
ST6R5-2430SSK		ST6R5-3030SSK		ST6R5-3630SSK	
ST6R5-2436SSK		ST6R5-3036SSK		ST6R5-3636SSK	
ST6R5-2448SSK		ST6R5-3048SSK		ST6R5-3648SSK	
ST6R5-2460SSK		ST6R5-3060SSK		ST6R5-3660SSK	
ST6R5-2472SSK		ST6R5-3072SSK		ST6R5-3672SSK	
ST6R5-2484SSK		ST6R5-3084SSK		ST6R5-3684SSK	
ST6R5-2496SSK		ST6R5-3096SSK		ST6R5-3696SSK	
ST6R5-24108SSK		ST6R5-30108SSK		ST6R5-36108SSK	
ST6R5-24120SSK		ST6R5-30120SSK		ST6R5-36120SSK	
ST6R5-24132SSK		ST6R5-30132SSK		ST6R5-36132SSK	
ST6R5-24144SSK		ST6R5-30144SSK		ST6R5-36144SSK	

**OPTIONAL ACCESSORIES**

DESCRIPTION	MODEL #	QTY
DRAWER		
DRAWER LOCK		
CASTERS		
OVERSHELVES		
SINKS		
POT RACK		

218

<b>RATIFICATION OF AGREEMENTS AND CONTRACTS</b>
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**TOPIC for ACTION**  
**Consultation Agreement**

**REPORT:**

In tandem with the regional economic impact study conducted by EMSI, a study on the college's economic impact on Butler county is being finalized in-house by the Institutional Research and Effectiveness Office. This study follows the "Ryan Model" that is on file with the National Council on Resource Development and the Educational Resources Information Center of the United States Department of Education. As is best practice, an outside consultant with expertise in higher education systems—Gene George Consulting LLC of El Dorado, Kansas—has been engaged to validate this in-house study. Three consultants with the necessary expertise were considered and Gene George Consulting LLC was the only one based in Butler county and also the most economical at \$ 500.

**RECOMMENDED ACTION:**

The board approve validation contract with Gene George Consulting for \$500 for providing the one time service of validating the institution's county level economic impact study.

**RECOMMENDED FUNDING SOURCE:**

Institutional Research and Effectiveness Budget

Submitted by:	Dr. Esam Sohail Mohammad, AVP, IR/E
Supervisor:	Dr. Kim Krull, President
Date:	February 11, 2020

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 23<sup>rd</sup> day of January, 2020.

BETWEEN:

Butler Community College of 901 S. Haverhill Rd., El Dorado, Kansas, 67042  
(the "Client")

Dr. Gene George of 701 Maplewood Dr., El Dorado, Kansas, 67042  
(the "Consultant").

### BACKGROUND:

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### Services Provided

- 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

- **VALIDATION OF COUNTY ECONOMIC IMPACT STUDY**

Professional services will be provided as follows

- a. Review of the county economic impact study developed by the client's Office of Institutional Research and Effectiveness.
- b. Comparison of the aforementioned county economic impact study against the "Ryan Economic Impact" model as filed with the National Bureau of Economic Research.
- c. Statement of findings and validity regarding the aforementioned comparison and judgment on the validity of the aforementioned county economic impact study.

Page of 8

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- d. The aforementioned Statement of findings and validity will be delivered to the client's Office of Institutional Research and Effectiveness in electronic format no later than April 1, 2020.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2020, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to June 30, 2020, that Party will be required to provide 30 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. The Consultant will charge the Client \$ 500.00 for the Services.
8. An invoice for the amount will be submitted by the Consultant to the Client upon completion of the delivery of the services.
9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

Penalties for Late Payment

10. Any late payments will trigger a fee of 5.00% per month on the amount still owing.



#### Confidentiality

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
12. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
13. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### Ownership of Intellectual Property

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Client. The Consultant is granted a nonexclusive limited-use license of this Intellectual Property.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Client.

#### Return of Property

16. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively

a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

#### Notice

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Butler Community College  
901 S. Haverhill Rd., El Dorado, Kansas, 67042
- b. Dr. Gene George  
701 Maplewood Dr., El Dorado, Kansas, 67042

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### Indemnification

19. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### Additional Clauses

20. The Consultant agrees to sign standard non-disclosure agreements as required by the Client and to abide by the Client's information security policies in effect during the term of this

contract and to comply with federal privacy laws that pertain to the operation of a higher education institution.

#### Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

27. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### Entire Agreement

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

29. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### Titles/Headings

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### Governing Law



32. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Severability

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 23<sup>rd</sup> day of January, 2020.

Butler Community College

(Per): Kimberly W. Knecht (Seal)

Dr. Gene George  
Dr. Gene George

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**TOPIC for ACTION**  
**Approval of MOU for HP299 Field Experience in Exercise Science**

**REPORT:**

The purpose of this MOU is to provide an agreement between Birch Performance and Butler Community College to accept student interns into their facility. This will specifically be used for all students enrolled in HP299 Field Experience in Exercise Science.

**RECOMMENDED ACTION:**

Approval of this MOU with various facilities/sites.

**RECOMMENDED FUNDING SOURCE:**

N/A

**Submitted by:** Christy Streeter  
**Supervisor:** Lori Winningham  
**Date:** January 31, 2020



Agreement  
Between  
Butler Community College  
And

Site: Birch Performance

This AGREEMENT between Butler Community College hereinafter referred to as the "College" and (Birch Performance) hereinafter referred to as the "Facility" entered on this date, (11/18/2019) shall be effective for a period of 2 years. At least one month prior to the date of termination, both parties will review this agreement to determine continuation of the contract.

The College and the Facility, both being desirous of cooperating in a plan to furnish practical experience for students in Exercise Science, do mutually agree on the following:

1. The Facility will maintain final decision-making authority in regard to Facility client's needs.
2. The College is responsible to assure that students assigned to the Facility meet required college standards. The College is responsible for instructing the students to wear proper identification according to the specification of the facility.
3. Students and faculty of the College will abide by existing rules and regulations of the Facility, as they may pertain to their activities while in the Facility. This will include confidentiality and security of clients records and information. This includes compliance with the Health Insurance Portability and Accountability Act (HIPAA). The College will ensure that students read, understand and sign as required by the Facility verifying compliance with HIPAA and any other Facility required documentation.
4. The college instructors will be responsible for evaluating students and will provide adequate instruction on professionalism.
5. The Facility will be held harmless from liability for damages resulting from inadequate or negligent actions of College's educational program participant.
6. The Facility will retain the right to restrict a student, faculty, or other agent of the College from participating in the observational or hands on experience or from their Facility for good cause shown. The basis of such a restriction shall be presented in writing to the individual responsible for the observational experience from the College.



Roy Birch DATE: 11/18/19  
Signature of Site Director

Dr. Kimberly Krull DATE: 1/31/2020  
Dr. KIMBERLY KRULL  
Butler Community College  
PRESIDENT

CHRISTY STREETER  
Butler Community College  
MAN OF HEALTH, EDUCATION AND PUBLIC SERVICE  
DATE: \_\_\_\_\_

**TOPIC for ACTION**  
**Approval of MOU for HP299 Field Experience in Exercise Science**

**REPORT:**

The purpose of this MOU is to provide an agreement between Fox Fitness and Butler Community College to accept student interns into their facility. This will specifically be used for all students enrolled in HP299 Field Experience in Exercise Science.

**RECOMMENDED ACTION:**

Approval of this MOU with various facilities/sites.

**RECOMMENDED FUNDING SOURCE:**

N/A

<b>Submitted by:</b>	Christy Streeter
<b>Supervisor:</b>	Lori Winningham
<b>Date:</b>	January 31, 2020



Agreement  
Between  
Butler Community College  
And  
Site: Fox Fitness

This AGREEMENT between Butler Community College hereinafter referred to as the "College" and (Site Name) hereinafter referred to as the "Facility" entered on this date, (00/00/2019) shall be effective for a period of 2 years. At least one month prior to the date of termination, both parties will review this agreement to determine continuation of the contract.

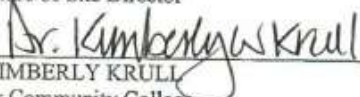
The College and the Facility, both being desirous of cooperating in a plan to furnish practical experience for students in Exercise Science, do mutually agree on the following:

1. The Facility will maintain final decision-making authority in regard to Facility client's needs.
2. The College is responsible to assure that students assigned to the Facility meet required college standards. The College is responsible for instructing the students to wear proper identification according to the specification of the facility.
3. Students and faculty of the College will abide by existing rules and regulations of the Facility, as they may pertain to their activities while in the Facility. This will include confidentiality and security of clients records and information. This includes compliance with the Health Insurance Portability and Accountability Act (HIPAA). The College will ensure that students read, understand and sign as required by the Facility verifying compliance with HIPAA and any other Facility required documentation.
4. The college instructors will be responsibility for evaluating students and will provide adequate instruction on professionalism.
5. The Facility will be held harmless from liability for damages resulting from inadequate or negligent actions of College's educational program participant.
6. The Facility will retain the right to restrict a student, faculty, or other agent of the College from participating in the observational or hands on experience or from their Facility for good cause shown. The basis of such a restriction shall be presented in writing to the individual responsible for the observational experience from the College.





  
\_\_\_\_\_  
Signature of Site Director      Kimberly Fox

  
\_\_\_\_\_  
Dr. KIMBERLY KRULL  
Butler Community College  
PRESIDENT

\_\_\_\_\_  
20200123  
DATE:

\_\_\_\_\_  
1/31/2020  
DATE:

\_\_\_\_\_  
CHRISTY STREETER  
Butler Community College  
DEAN OF HEALTH, EDUCATION AND PUBLIC SERVICE

\_\_\_\_\_  
DATE:

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**TOPIC for ACTION**  
**Approval of MOU for HP299 Field Experience in Exercise Science**

**REPORT:**

The purpose of this MOU is to provide an agreement between YMCA-Andover and Butler Community College to accept student interns into their facility. This will specifically be used for all students enrolled in HP299 Field Experience in Exercise Science.

**RECOMMENDED ACTION:**

Approval of this MOU with various facilities/sites.

**RECOMMENDED FUNDING SOURCE:**

N/A

**Submitted by:** Christy Streeter  
**Supervisor:** Lori Winningham  
**Date:** January 31, 2020



Agreement  
Between  
Butler Community College  
And

Site: YMCA- Andover

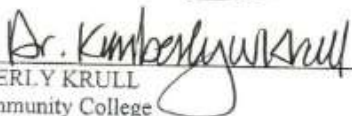
This AGREEMENT between Butler Community College hereinafter referred to as the "College" and (YMCA-Andover) hereinafter referred to as the "Facility" entered on this date, (11/19/2019) shall be effective for a period of 2 years. At least one month prior to the date of termination, both parties will review this agreement to determine continuation of the contract.

The College and the Facility, both being desirous of cooperating in a plan to furnish practical experience for students in Exercise Science, do mutually agree on the following:

1. The Facility will maintain final decision-making authority in regard to Facility client's needs.
2. The College is responsible to assure that students assigned to the Facility meet required college standards. The College is responsible for instructing the students to wear proper identification according to the specification of the facility.
3. Students and faculty of the College will abide by existing rules and regulations of the Facility, as they may pertain to their activities while in the Facility. This will include confidentiality and security of clients records and information. This includes compliance with the Health Insurance Portability and Accountability Act (HIPAA). The College will ensure that students read, understand and sign as required by the Facility verifying compliance with HIPAA and any other Facility required documentation.
4. The college instructors will be responsibility for evaluating students and will provide adequate instruction on professionalism.
5. The Facility will be held harmless from liability for damages resulting from inadequate or negligent actions of College's educational program participant.
6. The Facility will retain the right to restrict a student, faculty, or other agent of the College from participating in the observational or hands on experience or from their Facility for good cause shown. The basis of such a restriction shall be presented in writing to the individual responsible for the observational experience from the College.



  
Signature of Site Director DATE: 12/4/19

  
Dr. KIMBERLY KRULL  
Butler Community College  
PRESIDENT DATE: 1/31/2020

CHRISTY STREETER  
Butler Community College  
MAN OF HEALTH, EDUCATION AND PUBLIC SERVICE DATE:

**TOPIC for ACTION**  
**Approval of MOU for HP299 Field Experience in Exercise Science**

**REPORT:**

The purpose of this MOU is to provide an agreement between Rogue Personal Training and Butler Community College to accept student interns into their facility. This will specifically be used for all students enrolled in HP299 Field Experience in Exercise Science.

**RECOMMENDED ACTION:**

Approval of this MOU with various facilities/sites.

**RECOMMENDED FUNDING SOURCE:**

N/A

<b>Submitted by:</b>	Christy Streeter
<b>Supervisor:</b>	Lori Winningham
<b>Date:</b>	January 31, 2020



Agreement  
Between  
Butler Community College  
And

Site: Rogue Personal Training

This AGREEMENT between Butler Community College hereinafter referred to as the "College" and (Rogue Personal Training) hereinafter referred to as the "Facility" entered on this date, (11/19/2019) shall be effective for a period of 2 years. At least one month prior to the date of termination, both parties will review this agreement to determine continuation of the contract.

The College and the Facility, both being desirous of cooperating in a plan to furnish practical experience for students in Exercise Science, do mutually agree on the following:

1. The Facility will maintain final decision-making authority in regard to Facility client's needs.
2. The College is responsible to assure that students assigned to the Facility meet required college standards. The College is responsible for instructing the students to wear proper identification according to the specification of the facility.
3. Students and faculty of the College will abide by existing rules and regulations of the Facility, as they may pertain to their activities while in the Facility. This will include confidentiality and security of clients records and information. This includes compliance with the Health Insurance Portability and Accountability Act (HIPAA). The College will ensure that students read, understand and sign as required by the Facility verifying compliance with HIPAA and any other Facility required documentation.
4. The college instructors will be responsibility for evaluating students and will provide adequate instruction on professionalism.
5. The Facility will be held harmless from liability for damages resulting from inadequate or negligent actions of College's educational program participant.
6. The Facility will retain the right to restrict a student, faculty, or other agent of the College from participating in the observational or hands on experience or from their Facility for good cause shown. The basis of such a restriction shall be presented in writing to the individual responsible for the observational experience from the College.





*[Signature]* 11/19/19  
Signature of Site Director DATE:

Dr. Kimberly Krull 1/31/2020  
Dr. KIMBERLY KRULL DATE:  
Butler Community College  
PRESIDENT

CHRISTY STREETER DATE:  
Butler Community College  
DEAN OF HEALTH, EDUCATION AND PUBLIC SERVICE

**TOPIC for ACTION**  
**Approval of MOU for HP299 Field Experience in Exercise Science**

**REPORT:**

The purpose of this MOU is to provide an agreement between Parisi Speed School and Butler Community College to accept student interns into their facility. This will specifically be used for all students enrolled in HP299 Field Experience in Exercise Science.

**RECOMMENDED ACTION:**

Approval of this MOU with various facilities/sites.

**RECOMMENDED FUNDING SOURCE:**

N/A

<b>Submitted by:</b>	Christy Streeter
<b>Supervisor:</b>	Lori Winningham
<b>Date:</b>	January 31, 2020




Agreement  
Between  
Butler Community College  
And  
Site: Parisi Speed School

This AGREEMENT between Butler Community College hereinafter referred to as the "College" and (Parisi Speed School) hereinafter referred to as the "Facility" entered on this date, (11/18/2019) shall be effective for a period of 2 years. At least one month prior to the date of termination, both parties will review this agreement to determine continuation of the contract.

The College and the Facility, both being desirous of cooperating in a plan to furnish practical experience for students in Exercise Science, do mutually agree on the following:

1. The Facility will maintain final decision-making authority in regard to Facility client's needs.
2. The College is responsible to assure that students assigned to the Facility meet required college standards. The College is responsible for instructing the students to wear proper identification according to the specification of the facility.
3. Students and faculty of the College will abide by existing rules and regulations of the Facility, as they may pertain to their activities while in the Facility. This will include confidentiality and security of clients records and information. This includes compliance with the Health Insurance Portability and Accountability Act (HIPAA). The College will ensure that students read, understand and sign as required by the Facility verifying compliance with HIPAA and any other Facility required documentation.
4. The college instructors will be responsible for evaluating students and will provide adequate instruction on professionalism.
5. The Facility will be held harmless from liability for damages resulting from inadequate or negligent actions of College's educational program participant.
6. The Facility will retain the right to restrict a student, faculty, or other agent of the College from participating in the observational or hands on experience or from their Facility for good cause shown. The basis of such a restriction shall be presented in writing to the individual responsible for the observational experience from the College.

  
\_\_\_\_\_  
Signature of Site Director

11/18/19  
\_\_\_\_\_  
DATE



*Dr. Kimberly Krull*

Dr. KIMBERLY KRULL  
Butler Community College  
PRESIDENT

DATE:

*1/31/2020*

CHRISTY STREETER  
Butler Community College  
DEAN OF HEALTH, EDUCATION AND PUBLIC SERVICE

DATE:

**TOPIC for ACTION**  
**Approval of MOU for HP299 Field Experience in Exercise Science**

**REPORT:**

The purpose of this MOU is to provide an agreement between PT Plus-Andover and Butler Community College to accept student interns into their facility. This will specifically be used for all students enrolled in HP299 Field Experience in Exercise Science.

**RECOMMENDED ACTION:**

Approval of this MOU with various facilities/sites.

**RECOMMENDED FUNDING SOURCE:**

N/A

<b>Submitted by:</b>	Christy Streeter
<b>Supervisor:</b>	Lori Winningham
<b>Date:</b>	January 31, 2020





Agreement  
Between  
Butler Community College  
And

Site: PT Plus-Andover

This AGREEMENT between Butler Community College hereinafter referred to as the "College" and (PT Plus-Andover) hereinafter referred to as the "Facility" entered on this date, (11/19/2019) shall be effective for a period of 2 years. At least one month prior to the date of termination, both parties will review this agreement to determine continuation of the contract.

The College and the Facility, both being desirous of cooperating in a plan to furnish practical experience for students in Exercise Science, do mutually agree on the following:

- The Facility will maintain final decision-making authority in regard to Facility client's needs.
2. The College is responsible to assure that students assigned to the Facility meet required college standards. The College is responsible for instructing the students to wear proper identification according to the specification of the facility.
3. Students and faculty of the College will abide by existing rules and regulations of the Facility, as they may pertain to their activities while in the Facility. This will include confidentiality and security of clients records and information. This includes compliance with the Health Insurance Portability and Accountability Act (HIPAA). The College will ensure that students read, understand and sign as required by the Facility verifying compliance with HIPAA and any other Facility required documentation.
4. The college instructors will be responsibility for evaluating students and will provide adequate instruction on professionalism.
5. The Facility will be held harmless from liability for damages resulting from inadequate or negligent actions of College's educational program participant.
6. The Facility will retain the right to restrict a student, faculty, or other agent of the College from participating in the observational or hands on experience or from their Facility for good cause shown. The basis of such a restriction shall be presented in writing to the individual responsible for the observational experience from the College.



John Schell 11/19/19  
Signature of Site Director DATE:

Dr. Kimberly Krull 1/31/2020  
Dr. KIMBERLY KRULL DATE:  
Butler Community College  
PRESIDENT

CHRISTY STREETER  
Butler Community College  
MAN OF HEALTH, EDUCATION AND PUBLIC SERVICE  
DATE:

**TOPIC for ACTION**  
**Approval of MOU with City of El Dorado**

**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. Our 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. \*\*This MOU has been amended to read "accident insurance" instead of "Worker's compensation and accident insurance" based on feedback from our insurance provider.

**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>	January 31, 2020

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 provided 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 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

\_\_\_\_\_  
1/31/2020  
Date

**Topic for Action**  
**Disposal of Confidential and Sensitive Information**

**Report:**

In accordance with Butler policy confidential information records shall be destroyed in a timely manner and out dated paper records can be shredded. Butler has a signed contract with Stericycle, Inc. to shred 80 small boxes and 23 large boxes of out dated confidential information for a price of \$1086.00.

**Recommended Action:**

Recommend approval of Stericycle Inc., for \$1086.00.

**Recommended Funding Source:**

General Administrative Services

Submitted by:	Lynn Umholtz
Supervisor:	Kent Williams
Date:	January 31, 2020





Branch Address Wichita, 4210 West Pawnee Street, Wichita, KS, 67209, USA

## Purge Service Agreement Effective Date 01/27/2020

### Service Address:

Customer/Company Name: BUTLER COUNTY COMMUNITY COLLEGE  
Street Address: 901 S Haverhill Rd  
City / State: El Dorado KS  
Zip: 67042-3280  
Phone: 316-322-3227  
Fax: 316-322-3318  
Email: drommelf@butlercc.edu

### Billing Information (if different to service address):

Billing Contact/Company Name:  
Street Address:  
City / State:  
Zip:  
Phone:  
Fax:  
Email:

Service Fees : Reference Attachment "Service Descriptions" for details					
Service Scheduled: No		Service Type: Off-Site		Service Frequency: Purge	Collection Type: Floor
Minimum		Additional			
Container Type	Container Quantity	Additional Container Quantity (at the additional container rate)	Total Unit Quantity	Additional Container Rate (for items included in the additional container qty. or for future container additions)	Unit Total Charge
Small Box (≤1.7 cu.ft. / ≤48L)	10	70	80	\$8.00	\$560.00
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)		23	23	\$12.00	\$276.00
Blue Bag				\$21.78	
XL Box (oversized)				\$19.30	
Minimum Charge (per service)	\$250.00	Total Units	103	Additional Container Charge (per service)	\$836.00
Other Service Fees - Charges based on services & quantities rendered					
Item				Unit Rate	
*For services rendered beyond the above quantities, the total charge will increase based on the amount of units serviced at the additional container rate, extra material unit rate or the current Shred-it standard list price.					

Customer Service Agreement Notes:

Transactional Payment Details: Payment Method: Invoiced PO Required: No PO # Blanket PO Liable for Tax Yes

**Service Guarantee:** Shred-it guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Shred-it by written notice to the Account Care department at the address listed below.

### Additional Fees (per service)

Minimum Charge \$250.00

Fuel & Environmental Surcharge Per Monthly Index

Recycling Recovery Surcharge Per Monthly Index  
IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

Total Service Fees (Per Service) \* \$1,086.00  
(Plus Additional Fees and applicable Taxes may apply)  
(Ancillary fees may apply)

\*The offer will expire 02/26/2020

### Shred-it:

Contracting Entity: **Stericycle, Inc. on behalf of itself and its subsidiaries ("Shred-it")**

Name: Jesus Jimenez  
Title: Inside Sales Executive  
Date: Jan 27, 2020  
DocuSigned by:

Signature:   
(E:30745C33D3491)

Customer agrees to be bound by the following terms and conditions.

### Customer:

Customer/Company Name: BUTLER COUNTY COMMUNITY COLLEGE

Name: Kim Krull  
Title: President  
Date: Jan 30, 2020  
DocuSigned by:

Signature:   
(E:3FA8B19173454)

Stericycle • 4010 Commercial Ave, Northbrook, IL 60062 • P 800-697-4733

## TERMS AND CONDITIONS

1. **Document Destruction Services.** Shred-it will: (i) collect the Customer's paper and other agreed upon materials ("CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) Shred-it will provide Customer with a Certificate of Destruction if requested by Customer. (iv) Shred-it will recycle or otherwise dispose of the CCM. (v) Customer shall not include any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe in the CCM.
2. **Term of this Agreement.** The term of this Agreement will begin on the Effective Date and continue for sixty days.
3. **Pricing; Payment Terms.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees"). Customer agrees to pay the Service Fees and all other amounts due immediately upon completion of the Services and in any event no later than thirty (30) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Shred-it has arrived at Customer's location on the scheduled shredding date.
4. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
5. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
6. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement.
7. **Confidentiality.** Customer agrees to not disclose to any third parties Shred-it pricing, policies and procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to receipt of the same from Customer.
8. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.
9. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Shred-it. (d) Shred-it's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Shred-it as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). (f) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Shred-it unless agreed to by Shred-it in writing.



## Secure Document Destruction

AVAILABLE AS A REGULARLY SCHEDULED SERVICE OR ONE-TIME PURGES.

### Regularly Scheduled Services

- Perfect for day-to-day protection
- Secure consoles come in a variety of styles, and sizes
- Set schedule minimizing document overflow
- On-site collection from your site by Shred-it
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following each service

### One-Time Destruction Services

- Perfect for customers with a one-time need
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following your service



## Hard Drive Destruction

- Physical destruction ensures information is unrecoverable
- Chain of Custody process provides end-to-end security
- Risk-free alternative to stockpiling, erasing, reformatting or degaussing
- Itemized Certificate of Destruction for your files



## Getting Ready for Your Upcoming Destruction Service.

**We're very pleased to have you as our customer.**

To help ensure your upcoming service proceeds as smoothly as possible, we've prepared a handy checklist to help you get ready.

- ✓ **Confirm your service date** – you will be contacted by one of our service representatives to schedule your service and confirm the date.  
*IMPORTANT: If you have not received confirmation of your date, please contact the representative identified at the bottom of this document.*
- ✓ **Allow space to park our Shred-It truck** – if possible, please ensure a safe, easy-to-access location for us to park our service vehicle. If you have a preferred entrance/exit you'd like us to use, please let us know when we confirm your date and time slot.
- ✓ **Make sure all corridors, and storage rooms are clear for safe passage** – when your Shred-it service representative arrives, they will require free and clear access to the documents you are destroying. Please ensure the path from your entrance to your documents is free from clutter, debris, or other obstacles that could impede the representative.
- ✓ **Documents In filing cabinets** – if the documents that you want destroyed are kept in filing cabinets, we will place them in one of our secure totes for removal. Please ensure easy access to the filing cabinets.
- ✓ **Documents In boxes** – if the documents that you want destroyed are kept in storage boxes, we will remove them on a dolly. Please ensure easy access to the boxes.  
*IMPORTANT: if you wish to keep the physical boxes your documents are stored in, you will need to transfer the documents to another cardboard box, or we can transfer them to a secure tote for removal. Just let us know.*
- ✓ **Paper clips, staples, folders, and envelopes** – these are all safe for our shredding machines and can be included with the documents.





### What not to shred

Please ensure NONE of these items are included with your documents.

- Batteries
- Food
- Pressurized Containers
- Large Metal Objects
- Glass, cans, etc.
- Electrical Items
- Syringes
- Cardboard Tubes
- Sharp Objects
- Ink Cartridges and Toners

**Thank you for choosing Shred-It for your shredding service.**

With 30 years of security expertise, you can be assured that your confidential information will be safe and secure from the moment we pick it up to the moment it is destroyed.

### Questions?

We're here for you. If you have any questions or concerns about your upcoming service, feel free to contact us and we'll help.

### Sales Representative

Name: Jesus Jimenez

Email: [jesus.jimenez@stericycle.com](mailto:jesus.jimenez@stericycle.com)

Direct Phone: 9183265138

Or call 1-800-697-4733 and press '0'



### Certificate Of Completion

Envelope Id: 9B7A7E4AC83B41B4B0FDBFD160E9082B

Status: Completed

Subject: Shred Agreement For BUTLER COUNTY COMMUNITY COLLEGE

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jesus Jimenez

AutoNav: Enabled

jesus.jimenez@stericycle.com

Envelope Stamping: Disabled

IP Address: 13.108.238.8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

### Record Tracking

Status: Original

Holder: Jesus Jimenez

Location: DocuSign

1/27/2020 12:32:57 PM

jesus.jimenez@stericycle.com

### Signer Events

Jesus Jimenez

jesus.jimenez@stericycle.com

Inside Sales Executive

Shred-It

Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
*Jesus Jimenez*  
EE30745C3D09491

Signature Adoption: Pre-selected Style  
Using IP Address: 192.81.100.9

### Timestamp

Sent: 1/27/2020 12:32:58 PM

Viewed: 1/27/2020 12:33:07 PM

Signed: 1/27/2020 12:33:22 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Kim Krull

kkkrull@butlercc.edu

President

Security Level: Email, Account Authentication (None)

DocuSigned by:  
*kim krull*  
E05A88819C073404

Signature Adoption: Pre-selected Style  
Using IP Address: 68.103.59.105

Sent: 1/27/2020 12:33:23 PM

Resent: 1/30/2020 5:24:57 PM

Viewed: 1/30/2020 10:42:00 PM

Signed: 1/30/2020 10:42:14 PM

Electronic Record and Signature Disclosure:  
Accepted: 1/30/2020 10:42:00 PM  
ID: c1dc9c9d-7206-4c99-a9d3-b6f20ff845fe

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2020 5:24:57 PM
Certified Delivered	Security Checked	1/30/2020 10:42:00 PM
Signing Complete	Security Checked	1/30/2020 10:42:14 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	1/30/2020 10:42:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures



electronically from us.

**How to contact Stericycle Inc. - Shred it:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@stericycle.com](mailto:customercare@stericycle.com)

**To advise Stericycle Inc. - Shred it of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Stericycle Inc. - Shred it**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stericycle Inc. - Shred it**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. - Shred it as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. - Shred it during the course of my relationship with you.



## PERSONNEL

### TOPIC for ACTION

#### REPORT:

Lori Link, full-time Nursing Instructor, has submitted her notice of resignation effective December 31, 2019. Lori has been an employee of Butler Community College for 1.5 years.

#### RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Lori Link.

#### RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Shelley Stultz  
Supervisor: Dr. Kim Krull  
Date: January 14, 2020

**Kathy Conner**

---

**From:** Kathy Conner  
**Sent:** Tuesday, January 14, 2020 9:47 AM  
**To:** Kathy Conner  
**Subject:** RE: Lori Link-Resignation 12/31/19

**From:** Lori D. Link <[llink2@butlercc.edu](mailto:llink2@butlercc.edu)>  
**Sent:** Tuesday, December 17, 2019 9:13 PM  
**To:** Elizabeth B. Eagleton <[eeagleton@butlercc.edu](mailto:eeagleton@butlercc.edu)>  
**Cc:** Christy Streeter <[cstreeter1@butlercc.edu](mailto:cstreeter1@butlercc.edu)>  
**Subject:** RE: Resignation

Beth,

After long deliberation and prayer, I have made the difficult decision that I will no longer be teaching at Butler. Unfortunately my family and their health needs will require me to work closer to home. My last day will be December 31, 2019. I will work to update my material for NR 101 and NR 102 for next semester. I would also be happy to orient whoever takes my clinical, with a tour, introduction and a general rundown. I am so appreciative for all of the learning and direction that everyone has shown me. I will be forever grateful for each and every one of you.

Sincerely,  
Lori Link

**TOPIC for ACTION**

**REPORT:**

Shellie Dettweiler, full-time Nursing Instructor, has submitted her notice of resignation effective January 31, 2020. Shellie has been an employee of Butler Community College for 6 months.

**RECOMMENDED ACTION:**

The administration recommends that the Board accept the resignation notice for Shellie Dettweiler.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by: Shelley Stultz  
Supervisor: Dr. Kim Krull  
Date: January 21, 2020

**From:** Shellie A. Dettweiler <sdettweiler@butlercc.edu>  
**Sent:** Friday, January 17, 2020 3:43 PM  
**To:** Elizabeth B. Eagleton <eeagleton@butlercc.edu>  
**Subject:** Resignation

Beth, per your concerns yesterday and suggestion that I leave in two weeks rather than attempt to stay on to help, and I do understand the reasoning behind that decision I will be leaving in two weeks, which makes my last day January 31st which works out well for the payroll as well.  
Thank you.

Shellie Dettweiler MSN  
*Faculty Nursing and Allied Health*  
*Butler Community College*  
*901 S Haverhill Rd. El Dorado, KS 67042*  
*Office: 316-218-6223*  
*Email: [eeagleton@butlercc.edu](mailto:eeagleton@butlercc.edu)*



**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	1,513 (1,496 in AY 2018)
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	Human Resources
Responsible individual	Shelley Stultz
Report for the BOT meeting of	February, 11, 2020
Strategic Goal: <b>Invest in our Employee's Success</b>	Priority Number: <b>3a</b> (Implement new performance management software beginning in 2020)

### **Narrative**

Butler employees receive periodic written performance evaluations throughout their employment. Evaluations are intended to help every employee become the best they can be, to foster strong communication between employees and their supervisors, and to give employees a greater sense of job satisfaction. Annual evaluations are performed during the spring semester and interim evaluations are performed during the fall semester.

### **Current Outcomes**

We are currently implementing the software technology that will allow for on-line management of performance reviews, goal setting and on-going feedback between supervisors and employees.

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

Our integrated Performance Management process will be implemented for our June 2020 review cycle.

### **Strategic Alignment**

Investing in our Employee Success is reflected in our continuing effort to develop each employee's professional skills, knowledge and abilities. During the performance management process, employees establish goals for professional development and identify their personal contribution to the strategic priorities of the college and departments.

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

Department/Project Name	Students Services, Human Resources, & President's Office
Responsible individual	Jessica Ohman, Shelley Stultz & Kim Krull
Report for the BOT meeting of	February 11, 2020
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>1b</b> (Create a strengthened presence of the college in communities through expanded community service initiatives by May 2020)

### Narrative

We will work proactively to make Butler visible within our communities and with our external stakeholders.

### Current Outcomes

We started tracking the community engagement events Butler students and staff participated this academic year. Some of these include:

- Salvation Army bell ringing – Accounts Receivable and Financial Aid staff
- Halloween activities such as Trick-or-Treat Down the Street (El Dorado), Trunk or Treat (Andover) – Enrollment Management staff
- United Way campaign – Human Resources
- Chamber dinners - Leadership
- Participation in community parades – Andover, Augusta, El Dorado, Rose Hill, etc. – Student Services and Academics

### Action items for future outcomes

Establish a baseline and strategy for expanding Butler's presence in our communities.

### Strategic Alignment

The goal directly contributes to our communities by giving back to the people through acts of service, participation, and/or monetary donations.

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

Department/Project Name	Strategic Planning
Responsible individual	Kim Krull
Report for the BOT meeting of	February 11, 2020
Strategic Goal: <b>Advance Institutional Effectiveness</b>	Priority Number: <b>1a</b> (Adhere to annual Strategic Planning and Budgeting calendar)

### Narrative

A comprehensive strategic planning cycle is necessary for the coordination of planning, budgeting, implementation of college initiatives, and general operations. The planning cycle is inclusive of review of the current strategic plan, progress toward benchmarks and outcomes, reporting of progress, revision of the strategic plan, budget planning and approval timelines, and establishment of overarching strategic goals and initiatives. The review and development of the strategic planning cycle involves Exec Council, SEMT, Board of Trustees, college employees, stakeholders, and students.

### Current Outcomes

Progress on KPI's has been reviewed throughout the academic year through reporting to Exec Council and to the Board. The current strategic planning calendar includes completion of the formal assessment of KPI's, operational metrics, project metrics, input from academic and non-academic program review, CFI and budget updates.

### Action items for future outcomes

The Exec Council planning retreat will be scheduled in June to review progress on the current strategic planning goals as well as set priorities and the planning cycle for the upcoming year.

### Strategic Alignment

This objective is part of Butler Community College's 2019-2021 Strategic Plan with the college's goal of "Advancing Institutional Effectiveness", under which Priority 1 calls for support to address strategic needs through integrated planning, program review, and budgeting performance indicator 1a identifying that Butler adhere to an annual strategic planning and budgeting calendar.

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

Department/Project Name	Institutional Technology
Responsible individual	Bill Young
Report for the BOT meeting of	February 11, 2020
Strategic Goal: <b>Advance Institutional Effectiveness</b>	Priority Number: <b>2a</b> (Begin implementation of Ethos Analytics during FY2020)

### Narrative

While access to and availability of accurate data is always important to the business operations of our institution, being able to turn that data into real information is a key piece in understanding and advancing institutional effectiveness. Ethos Analytics is a new tool available from Ellucian that enables us to have more control to easy access to information from our Banner ERP system. Butler Community College decided to add Ethos Analytics as an information gathering tool through some Ellucian licensing initiatives. In order to fully understand the data that is in front of us and to be able to truly “Act on Fact”, the institution is invested in creating a complete data mining and delivery portfolio that includes Argos, Microsoft Power BI, and Ethos. To that end, the Information Services division along with collaborative partners from other departments at the institution has initiated the design and implementation of Ethos Analytics.

### Current Outcomes

A small taskforce of collaborative institutional units is evaluating the overall needs and design needs of our Ethos Analytics tool.

### Action items for future outcomes

We will begin the implementation of Ethos Analytics in the test environment in the spring of 2020. Additionally, we will engage the task force to begin testing the installation so that we can pinpoint any evolutions that need to occur prior to production release.

### Strategic Alignment

Understanding the information sat hand empowers our institution to make data driven decisions, thus advancing the institutional effectiveness of Butler Community College.

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

Department/Project Name	Finance
Responsible individual	Kent Williams
Report for the BOT meeting of	February 11, 2020
Strategic Goal: <b>Advance Institutional Effectiveness</b>	Priority Number: 3a ( <b>Allocate a set amount of annual dollars for strategic initiatives and needs</b> )

### Narrative

The Budget Development Manual provided to each divisional budget officer in August 2019 called for a strong linkage between Butler's Strategic Plan and each department/division budget recommendation. Academic Program Review and Non-Academic Program Review documents were completed for each departmental budget request with a requirement to demonstrate the relationship between the strategic plan and the budget.

### Current Outcomes

The Vice President's group is currently reviewing the additional need requests and potential reduction recommendations. The main focus at this time is the strategic need to halt the recent enrollment decline.

Due to the unexpected decrease in enrollment revenue the VP group is making a concerted effort to decrease expenditures in a strategic fashion to maintain acceptable unencumbered cash reserves.

### Action items for future outcomes

The VP group will continue to develop the FY2021 Budget recommendation guided by the strategic plan. At the March board meeting the FY2021 tuition and fee rate recommendation will be submitted for board action. At that meeting the administration will also present a budget update report for the current year and a preliminary FY2021 budget estimate.

### Strategic Alignment

Budgeting for strategic needs and initiatives aligns with all aspects of Butler's operations.

Butler Community College  
Statement of Revenue, Expenditures, Other Changes  
As of 1/31/2020

FISCAL YEAR 20, PERIOD 07  
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	17,375,060	1,860,854	90.33%	19,960,768	18,396,428	1,564,340	92.16%
Local Sources	14,648,337	9,057,511	5,590,826	61.83%	14,733,876	8,797,234	5,936,642	59.71%
State Sources	15,870,398	15,672,196	198,202	98.75%	15,278,990	14,554,583	724,407	95.26%
Auxiliary Sources	17,724	15,470	2,254	87.28%	17,724	14,425	3,299	81.39%
Other Sources	1,042,959	473,530	569,429	45.40%	942,039	457,486	484,553	48.56%
Transfers	109,249	63,352	45,897	57.99%	422,397	362,892	59,505	85.91%
<b>TOTAL REVENUES:</b>	<b>50,924,581</b>	<b>42,657,119</b>	<b>8,267,462</b>	<b>83.77%</b>	<b>51,355,794</b>	<b>42,583,048</b>	<b>8,772,746</b>	<b>82.92%</b>
<b>EXPENSES:</b>								
Instruction	16,182,322	7,689,757	8,492,565	47.52%	15,959,814	7,437,737	8,522,077	46.60%
Other Expenditures	0	0	0	0.00%	0	1,000	(1,000)	0.00%
Public Service	0	109	(109)	0.00%	0	0	0	0.00%
Academic Support	3,582,251	1,820,166	1,762,085	50.81%	3,614,105	1,900,073	1,714,032	52.57%
Student Services	6,652,677	3,471,047	3,181,630	52.18%	6,577,955	3,503,345	3,074,610	53.26%
Institutional Support	17,863,851	10,471,207	7,392,644	58.62%	16,885,484	9,755,047	7,130,437	57.77%
Physical Plant Operations	3,521,141	1,660,752	1,860,389	47.17%	3,314,569	1,586,888	1,727,681	47.88%
Student Financial	3,710,385	1,941,484	1,768,901	52.33%	3,765,385	1,894,201	1,871,184	50.31%
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>27,054,522</b>	<b>24,693,105</b>	<b>52.28%</b>	<b>50,322,312</b>	<b>26,078,290</b>	<b>24,244,022</b>	<b>51.82%</b>
<b>TRANSFERS AMONG FUNDS:</b>								
Mandatory Transfers	1,135,060	696,924	438,136	61.40%	1,370,424	818,655	551,769	59.74%
Non-Mandatory Transfers	686,000	686,000	0	100.00%	615,000	615,000	0	100.00%
<b>TOTAL TRANSFERS:</b>	<b>1,821,060</b>	<b>1,382,924</b>	<b>438,136</b>	<b>75.94%</b>	<b>1,985,424</b>	<b>1,433,655</b>	<b>551,769</b>	<b>72.21%</b>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<b>(2,644,106)</b>	<b>14,219,672</b>			<b>(951,942)</b>	<b>15,071,102</b>		
Fund Balances, Beginning of year	7,135,350	7,135,350			9,517,439	9,517,439		
Fund Balances, End of Period	<u>4,491,244</u>	<u>21,355,023</u>			<u>8,565,497</u>	<u>24,588,541</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

Dear Kim –

Thank you for a delightful lunch last week. I so appreciate the opportunity to connect with you personally and on behalf of our two institutions. Most importantly, I look forward to furthering our partnership on behalf of students!

Happy 2020!

Teresa (Hall Bartell)

Newman University Interim President

Dear Butler Friends,

On behalf of my family, thank you for the beautiful arrangements sent for my mother's funeral service both from the college and from the BCCEA. I am especially touched that the college will memorialize her with a book in the L.W. Nixon Library as we both shared a love of reading. So many of you have reached out and for that I am so grateful. It was comforting for Henry and me to return to a mailbox full of cards from our Butler colleagues and students. Thank you.

Sincerely,

Sam Sparks

Dear Dr. Krull & BCC Family,

Thank you for the lovely flower arrangement for my mother's Celebration of Life. It meant a great deal to me to know you were thinking of and praying for me and my family. You're the best!

Sincerely,

Kathy McCoskey & Family

Thank you to the Butler family for the beautiful yellow roses and the contribution to the Butler Library – a book in Herb's honor. I can't wait to check it out and share it with our family.

God Bless All!

Pat Lowrance

John & Michael

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES  
JANUARY – FEBRUARY**

February Board Finance Committee <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. Grizzly Den, Andover 5000 Building	<b>ALL TRUSTEES</b>
<b>Kansas Board of Regents Dinner</b>	February 19 Washburn University Memorial Union	<b>Jim Howell</b>
<b>El Dorado Chamber of Commerce Annual Dinner</b>	Thursday, February 20, 6:00 p.m. Civic Center	<b>TBD</b>
<b>March Board Finance Committee</b>	Tuesday, March 10, 3:30 p.m. President's Conference Room	<b>Shelby Smith Lance Lechtenberg</b>
<b>March Board Meeting</b>	Tuesday, March 10, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>PTK Luncheon</b>	Thursday, March 12, 12:00 p.m. Ramada Inn, Topeka	

<b>2019-2020 Board Meeting Dates</b>
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>April Board Finance Committee</b>	Tuesday, April 14, 3:30 p.m. President's Conference Room	<b>Shelby Smith Lance Lechtenberg</b>
<b>April Board Meeting</b>	Tuesday, April 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>May Board Finance Committee</b>	Tuesday, May 12, 3:30 p.m. President's Conference Room	<b>Shelby Smith Lance Lechtenberg</b>
<b>May Board Meeting</b>	Tuesday, May 12, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Nurses Pinning</b>	Thursday, May 14, 7:00 p.m. Gym	<b>Trustee Welcome TBD</b>
<b>Order of the Purple</b>	Friday, May 14, 2:30 p.m. Gym	<b>Trustee Welcome TBD</b>
<b>Commencement</b>	Friday, May 15, 6:00 p.m. BG Products Veterans Stadium	<b>TBD</b>

### Spring 2020 ACTIVITY CALENDAR

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.
Early College Academy Open House	Mon, February 24, Andover Tues, February 25, Rose Hill @ 6:00 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.
Second Saturday Grizzly Den	Sat, March 7 @ 8:00 a.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.
Second Saturday Grizzly Den	Sat, April 4 @ 8:00 a.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.
Early College Academy Graduation	Tues, May 12 @ 6:00 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