

**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING**  
4:30 p.m., Tuesday, June 9, 2020 – Dankert Board Room  
Watch Live via <http://www.butlercc.edu/bctv>

**3:30 p.m. Board Finance Committee Meeting – Dankert Board Room**

**4:30 p.m. Regular Board Meeting – Dankert Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas**  
***Only Trustees will be in person, all of those wishing to watch should visit <http://www.butlercc.edu/bctv>***

**Executive Session** – not to exceed 45 minutes for consultation with legal counsel with action to follow as necessary

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **EXECUTIVE SESSION ----- 3**
- IV. **RECOGNITIONS ----- 4**
- V. **PUBLIC COMMENT**  
If you wish to address the Board during Public Comment, please complete this form: <https://bit.ly/3b36GXi>
- VI. **STANDING REPORTS**
  - A. Professional Employees Report – Terry Sader
  - B. Board Finance Committee Report –Lance Lechtenberg, Shelby Smith
  - C. KACCT/COP Update – Mary Martha Good, Kim Krull
  - D. Foundation Board Report – Forrest Rhodes, Kim Krull
  - E. President's Report – Kim Krull
- VII. **MONITORING REPORTS**
  - A. (I) DIVISION REPORT – Academic Support and Effectiveness (Dr. Phil Speary)----- 5
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
  - A. FY2021 Budget Discussion-----23

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

Chair Howell, I move that the Board recess into Executive Session for consultation with legal counsel to receive advice concerning litigation pursuant to the open meetings exception for matters protected by attorney-client privilege and that the Trustees, President Kim Krull, and Ray Connell be included.

The Open Meeting will resume here in the Dankert Board Room in 45 minutes.

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

**CALL FOR A VOTE**

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

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

<b>JUNE BOARD RECOGNITIONS</b>
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- **Monica Dobbins** – Nursing Mentorship Program
- **Esam Mohammad** – Published Research in Community College Daily

## **MONITORING REPORTS**

### **BOARD OF TRUSTEES REPORT DIVISION of ACADEMIC SUPPORT AND EFFECTIVENESS June 2020**

**Dean: Dr. Phil Speary**  
**Executive Assistant: Theresa Pacitti**

The Academic Support and Effectiveness Division consists of diverse departments whose mission is to provide academic programs and services to students and faculty both inside and outside the classroom. The Division of Academic Support and Effectiveness encompasses Adult Education, the Advancement Via Individual Determination (AVID) Program coordination, Disability Services (beginning June 1/20), Faculty Development, Honors/Phi Theta Kappa, Personal Development courses (which include the Pathways PDX courses for six pathways), Testing Centers, and Tutoring programs. Because the ASE Dean co-chairs the Inclusion Council, much of the leadership and all budget supervision for the Inclusion Council come from the ASE Division.

The Division of Academic Support and Effectiveness is responsible for the development, implementation and supervision of all academic assessment and academic continuous quality improvement (CQI) (Institutional General Education Assessment, program learning outcomes assessment, departmental academic assessment, and Learning PACT individual student assessment) throughout the institution. The ASE Division continues to assist the VPA in coordinating the ongoing implementation of Meta-major and Major Pathways with all the other academic divisions and Student Services. The ASE Dean serves as academic co-chair for the implementation of the AVISO retention processes, which is Butler's Institutional Improvement Project required for continued HLC accreditation. Additionally, the Division is responsible for coordinating efforts with the Office of Institutional Research and Effectiveness relative to Butler's Institutional Effectiveness Planning, PROVIDE, and accreditation reports, focusing currently on both implementation of program pathway learning outcome assessment and the AVISO Retention Project required for HLC accreditation.

Being a resources and services division, it is successfully collaborating with all other academic divisions and Student Services. In addition, the organization of the division promotes sharing and collaboration among all its directors and departments with the overarching goal of supporting student success.

#### **Adult Education**

**Director: Sherry Watkins**

**Transition Coach: Heidi Davison**

**Full Time Instructor: Pam Cannon** (plus 1 unfilled position)

**Part Time Instructors: Leon Moore, Chrissy Unruh, Duane Procter, Salyi Vu, Alisha Cannon**

**Office Manager: Carrena Watts and Administrative Assistant: Pat Cummings**

***Program mission***

Adult Education designs and delivers programs and services that meet the basic education, High School Equivalency (HSE) testing, English Language Literacy, and transition needs of students under the Adult Education and Family Literacy Act (AEFLA) Grant umbrella.

***Key processes***

- Provide on-site, outreach, blended learning, and online learning options for academic skills instruction at multiple levels (K-12) and in multiple subject areas, which includes work readiness, college preparation, and basic technology skills.
- Provide rigorous academic instruction that aligns with college level skills and support services preparing students for transition to postsecondary education.
- Development of partnerships in the region.
- Collect and analyze student data using AESIS, the web-based Kansas Adult Education collection and reporting software for data collected under the federal National Reporting System (NRS).
- Write and manage the Adult Education Family Literacy Act (AEFLA) grant along with Kansas Board of Regents program quality indicators.

***Department Highlights of 2019-2020***

- Partnership with the Wichita Indochinese Center with Butler as the lead institution passed the financial audit by Kansas Board of Regents.
- Continue to offer Outreach classes at the Wichita Workforce Center, Wichita Indochinese Center, El Dorado Correctional Facility, and Evergreen City Hall.
- Continued the partnership with Workforce Alliance of Wichita that allows us to teach in their facility in West Wichita and with the City of Wichita, Evergreen Resource Center to teach in their facility an HSE class and ESL class in the evenings.
- Continue to offer a pre-High School Equivalency (HSE) class at the El Dorado Correctional Facility in cooperation with Greenbush educational services.
- Received a \$4,470.00 grant from the State to work with CTE instructors in 2 areas to develop materials to help second language learners in the classes.
- Continued to work on the 2-year, \$25,000.00 Kansas Health Foundation grant to provide academic instruction at Workplace sites in the area- Mahaney Roofing, Martin Interconnect, Union Rescue Mission, and Cintas.
- Consolidated several part-time positions to create 1 full-time position.

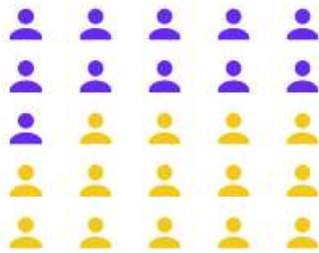
***Goals***

- Increase enrollment and students' college readiness levels
- Increase the number of students that transition to Butler Community College
- Increase participants' total outcomes for State and Federal reporting
- Increase the number of Indicators of Quality Adult Education Programs standards

***Challenges***

- Improving Integrated Education and Training (IET) opportunities, an approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster.
- Increasing the number of AO-K Pathways for Butler CC, which is a partnership between CTE and Adult Education.
- Continue to increase collaborative partnerships within Butler and area agencies, facilities, and employers.

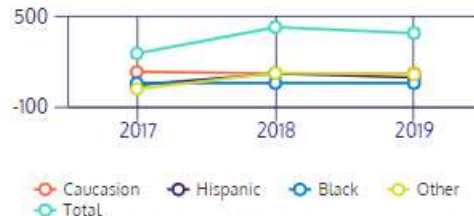
# FY 2019 Butler CC Adult Education



## Participants

Butler CC is in partnership with Wichita Indochinese Center beginning July 2018.  
Purple- # of males  
Gold- # of females

Number of Participants by Year



## Summary of the 2019 Program Year

### Educational Gains



**61.5%**

### Post-Secondary Education



**52 students**

### High School Equivalency



**24 students**

### Retention Rate (Post-Tests Given)



**66%**

### Employed



**57%**

### Classroom Hours per Participant



**119**

### Disabled



**5%**

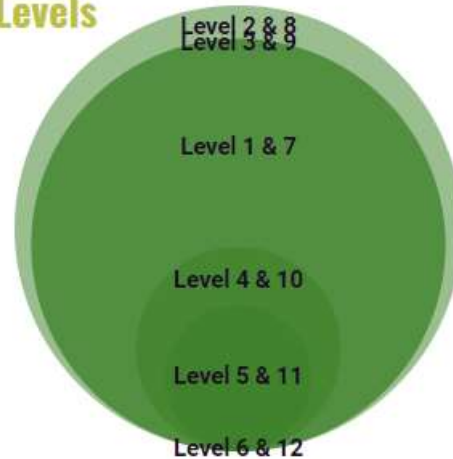
### Incarcerated Individuals



**19**

## Participant Levels

Level 6 & 12- 3 students
Level 5 & 11- 35 students
Level 4 & 10- 49 students
Level 3 & 9- 101 students
Level 2 & 8- 105 students
Level 1 & 7- 99 students
Total- 436 enrolled students



## Assessment

Director: Dean, Dr. Phil Speary

Executive Assistant: Theresa Pacitti

## Unit mission

The Office of Assessment operates as part of the functions of the Office of the Dean of Academic Support & Effectiveness and supervises the assessment of student learning achievement at the college-wide, program-specific, and discipline-specific levels to assist the faculty in the improvement of student learning and to facilitate the college's meeting of external

assessment expectations. The Office of Assessment serves as a consultant and facilitator to the units of the Division of Academics in the evaluation and improvement of the effectiveness of Butler's academic units. The principal focus for assessment efforts continues to be the implementation of the first complete four semester cycle of Program Pathway Learning Outcome Assessment which will be reported to HLC for review in December 2020.

### ***Key unit processes***

- Assist in design of assessment tools and procedures
- Process assessment data generated by faculty
- Prepare assessment data reports for faculty, administration, and external agencies
- Assist in administration and faculty analysis of assessment data
- Facilitate as a consultant for the evaluation of the effectiveness of academic processes

### ***Department Highlights of 2019-2020***

The Higher Learning Commission required that Butler do the following beginning in Fall 18 and continuing through Fall 2020:

- Finalize review of program learning outcomes for each of the Pathway degree programs
- Publish the program learning outcomes on the website
- Systematically assess student achievement for those program learning outcomes on an ongoing basis (3<sup>rd</sup> semester- F19; 4<sup>th</sup> semester- S20)
- Use that assessment data for analysis to generate targeted strategies for improvement in learning in every program
- Evaluate the effectiveness of those strategies through subsequent outcome assessment
- Principal discipline faculty for each pathway have reviewed the list of program learning outcomes based on the existing course learning outcomes from the milestone courses in each pathway. Those outcomes have been assessed using the MSAT already identified for the course. Assessment is administered through the Canvas course shells.
- Course learning assessment, department learning assessment, and institution-wide PACT learning assessment (found in the chart below) use the data drawn from this process for those levels of learning assessment.
- Institutional Learning PACT outcome data derives from the alignment of program outcomes to PACT outcomes.



### PACT Assessment Data – Fall 2019

The following chart gives the aggregate scores for each of the PACT outcomes based on faculty evaluation of student work on major summative assessment tasks designed to assess their mastery of the PACT outcomes.

The work is rated on a three-point scale:

3 = Exceeds Expectations

2 = Meets Expectations

1 = Does Not Meet Expectations

Fall 2019				
PACT Outcomes				
	Number of courses assessed	Number of CRNs assessed	Number of students assessed	Aggregate Score
<b>PERSONAL DEVELOPMENT</b>				
Personal Management	10	86	1,210	2.75
Interpersonal Interaction	2	28	315	2.69
<b>ANALYTICAL THINKING</b>				
Critical Thinking	63	354	4,864	2.54
Problem Solving	27	105	1,363	2.66
<b>COMMUNICATION</b>				
Creating a Message	34	163	2,191	2.34
Interpreting a Message	23	72	881	2.33
<b>TECHNOLOGY</b>				
General Computer Use	3	3	23	2.90
Field Related Technology	20	46	576	2.42

### Goals

- During Fall 2020 PDD, the faculty will analyze the data from the first four semester full cycle of PPLOA (Program Pathway Learning Outcome Assessment) to determine targeted strategies for improvement of student learning in the Pathways for the 2020-2022 cycle.
- All faculty teaching that term's milestone courses will begin the second PPLOA cycle by administering those MSATs and submitting the assessment data for those MSAT assessments through their Canvas shells.
- All faculty will review and respond to the assessment data from the previous term milestone course assessment.
- Faculty will determine targets for improvement and strategies to implement to achieve that improvement which will be implemented before the next assessment of the specific program learning outcomes being assessed.

### **Challenges**

- Use of assessment data across multiple departments because of common milestone courses
- Refocusing on comprehensive Learning PACT outcomes and department outcomes assessment in new PPLOA model

### **AVID**

**Co-Liaisons: Dr. Phil Speary, Shannon Covert**

**Chair: Cory Teubner**

### **Unit Mission**

The mission of the Butler Advancement Via Individual Determination (AVID) program is to introduce a transformative model for student success across the curriculum that focuses on faculty development, student tutoring and student services. AVID aims to help students take on greater personal responsibility for managing their own academic success and ultimately to improve student learning, retention, and completion.

### **Key unit processes**

- Facilitate communication and alignment among the Academic, Student Services, Financial, and Executive Division for all AVID initiatives. Develop and maintain a budgetary plan for the AVID program at the college.
- Equip all full-time faculty, adjunct faculty, and student services personnel with AVID strategies.
- Supervise the development of curriculum for 1<sup>st</sup>-year seminar course(s) and create enrollment strategy for cohort group(s).
- Establish and maintain a sustainable basis for data collection and reporting, project evaluation, and deeper research into the efficacy of AVID at Butler.

### **Department Highlights of 2019-2020**

- Butler is completing its 7<sup>th</sup>-year of participation in the AVID in Higher Education (AHE) program at the college. Butler has been recognized by the AVID in Higher Ed organization for its outstanding advancement of all essential elements of the AVID AHE program. Butler has also been recognized for its progress through several invitations for presentation on a national level over the past year.
- Butler's Faculty Development Team is collaborating with AHE in hosting a three-day, online professional development conference, Boot UP (new incarnation of the famed Summer Jam), open to the public and focused on online student engagement.
- AVIDized Inclusion trainings were delivered to both the Executive Council and Dean's Council.
- Numerous breakout sessions at both major in-service events (Institutional Development Days, and Professional Development Days) were hosted using AVID engagement strategies.
- Six faculty members from diverse fields attended the AVID Summer Institute in Denver.
- Hired and trained new Academic Coach/Tutoring Coordinator Cassie Zeiner.
- Expanded AVID-oriented tutoring capabilities with trained staff and improved modes of online, tutoring center, and one on one modes of delivery
- Refined AVID FYE courses (PDX series) and instructors
- Collaborated with Faculty Development Team for delivery of Boot Up Camp training of faculty for use of high engagement strategies in virtual environment.

- Cultivated now-experienced set of PDX series instructors using AVID strategies in online, face to face, and blended formats through weekly series of consultation sessions
- Supported BCCs abrupt shift to online distribution due to pandemic lockdown by AVIDizing trainings and emphasizing AVID strategies to engage students online

### **Goals**

- Work with administration to strongly encourage all participants in the Guided Pathways mentoring processes to further employ AVID student engagement strategies in their support of students particularly in on-line environment.
- Collaborate with the Pathways Steering and Navigation Teams to refine processes and implementation plans supplemented by AVISO functions.
- Refine and implement the long-term faculty development plan and incorporate expanded professional development for all employees.
- Update and revise the design and training of faculty for the 1st-year seminar courses (PDX) specific to pathways.
- Collect quantitative and qualitative evidence of AVID implementation and effectiveness in Pathways using AVISO Reports
- Reach out to Butler County high schools to develop pipeline for local students to Butler via Faculty Development continuing education offerings
- Continue to improve mentoring functions of PDX course series to more fully embrace AVISO functions
- Work together with AVID in Higher Education coaches and Butler's Faculty Development Team to develop online engagement strategies
- Explore Initiating and Developing AVID student group out of PDX cohort

### **Challenges**

- No systematic strategic plan for implementation of AVID strategies across disciplines
- Limited availability of students to be trained as AVID tutors
- Diminished capacity to meet/train face to face due to quarantine lockdowns
- Adapting AVID techniques to online environments for some disciplines

<p><b>Curriculum</b>  <b>Faculty Team Chair: Ben Bunck</b>  <b>Director: Peggy Krause</b></p>
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### **Unit mission**

The Curriculum Team facilitates faculty-developed curriculum that provides intellectually rigorous and eminently practical learning experiences for students that are consistent with the mission, Learning PACT Skills and purposes of Butler Community College.

### **Key unit processes**

- Yearly review of guidelines and timelines for curriculum development
- Review and approve new/change of course outlines
- Review and approve revisions of existing course outlines

### **Department Highlights**

- Processing of increased volume of course outlines being reviewed including new and revised courses for revision/updating of Pathways
- Use of split-team sessions to more efficiently handle high volume months

## Goals

- Continue to streamline team meeting processes while maximizing effectiveness and efficiency of cyclical workflows
- Continue to improve communication with faculty and assist in outline preparation
- Continue to improve communication to all departments of all approved curriculum changes for information consistency
- Streamline curriculum submission schedule to allow sufficient processing time for department notifications, alignment with student enrollment, and catalog timelines
- Work to improve submission/timeline process for revisions *not requiring* Curriculum review to better align with enrollment

## Challenges

- Processing and organizing of large volumes of course outlines received in one month
- Time restraints and scheduling of communication for all participants in course outline review
- Challenge of content updates due to transitioning to new Pathway curricular revisions and new degree programs

## TOTALS REFLECTING CURRICULUM UPDATES (June 2019-May 2020)

Fall 2018/Spring 2019		Fall 2019/Spring 2020 (AY20)	
New courses – Curriculum Review	20	New courses approved, but <i>pending</i> program approvals.	24
		New courses (Curriculum review)	41
Change of Course - Curriculum Review	74	Change/Revision of Courses (Curriculum and Non-Curriculum review. Many of these were IN subject code changes.)	196
		Reviewed courses	2

## Faculty Development

Director: Mark Jarvis  
Specialist: Lori Moshier  
Assistant: Sarah Berry

## Unit Mission

Our department will give more faculty more ways to become more effective in the classroom, online, and in their everyday interactions with peers and students. Our beginning and end game is engineering student success.

## Key unit processes

- Onboard, orient, and mentor new faculty
- Engineer and host Professional Development Days
- Build and coordinate Institutional Development Days
- Craft training events, workshops, other opportunities
- Support faculty development at the granular, individual level

## Department Highlights of 2019-2020

- Extensive goal and program review with new staff.
- Confer with IS to gain (relative) mastery of Microsoft Planner
- Created and delivered New Faculty Institute for 10 new full-time faculty
- Revised and delivered New Adjunct Faculty Orientation for 22 new adjuncts

- Amply revised online ‘safety net’ orientation modules for all faculty in Canvas.
- Monthly published “The Goods” newsletter.
- Vanguard training, research, and development for AVISO deployment
- Revisit and deploy student evaluation instrument, EvalKit
- Hosted four Second Saturday training events that were well-attended.
- Hosted and led 17 Summer Jam Practicum huddles.
- Altogether coordinated over 100 workshops for faculty
- Collaborated with Athletics, HR, IS, Tutoring, etc. to develop trainings
- Worked closely with EdTech and the Rapid Response Team to transition online.
  - Review current Canvas material applicable to online training
  - Build KTAB with current resources
  - Offer Zoom office hours for ongoing faculty help
- Created WIRED, then recreated it as Boot Up Camp to tool up faculty online
- Conducted individual classroom observations upon request with follow up meetings to share suggested strategies
- Maintained office hours on both the El Dorado and Andover campuses
- Continued to build relationships with Adjunct Faculty
- Began building a framework with Heather Rinkenbaugh and team to recognize and develop professional development opportunities for Concurrent Faculty in the academies.
- Developed networking possibilities with both Friends University and USD 259.

#### ***Additional Participation Numbers for Faculty Development for Spring 2020 remote transition***

**PJIDD-** 16 workshops; was over 300+ participants.

**Keep Teaching at Butler** (Spring Break+ to train faculty in zoom) 40+ workshops

**BCCPD-** 18 workshops; 250+ attendees (from transitioning to online until 5/15/2020)

**Office Hours-** over 300 hours from 2<sup>nd</sup> spring break 3/23/2020=5/15/2020

**Boot Up Camp-** 50 participants for 3-day virtual series of workshops

#### ***Goals***

- Work with IS on deployment and training of software including ‘campus M’
- Collaborate and support OER initiatives via TATT committee
- Coordinate with tutoring and other strategic student support initiatives
- Manage / facilitate faculty transition back-to-work in conventional ways
- Explore how ZOOM can be optimized to deliver faculty development
- (When again terrestrial) door-to-door office visits with faculty
- Participate in AVID’s new Digital Experience in lieu of their Summer Institute
- Improve social media presence

#### ***Challenges***

- Finding new ways to engage faculty and staff in professional development.

#### **Honors/PTK**

**Faculty Advisor: Katherine Gifford**

**Staff Advisor: Christine Baker**

#### ***Unit Mission***

The Honors department exists to provide recognition and opportunities for continued academic growth and success to Butler students who meet high academic standards.

#### ***Key unit processes***

- Facilitate student academic and professional success.

- Facilitate student transfer to further education at four-year universities.
- Provide leadership training opportunities to students.
- Provide funding for student travel.
- Provide funding for Phi Theta Kappa faculty sponsors travel.
- Facilitate good will in the community by doing community service.
- Provide students with community service opportunities.
- Provide students with a variety of educational experiences aligned with projects created by Phi Theta Kappa international (via our “Honors in Action” research project).
- Provide service to the school via our “College Project”
- Help with the Order of the Purple Ceremony

### ***Department Highlights of 2019-2020***

- At the PTK International Convention in April 2020, our Region won Excellence in Membership Recruitment, Distinguished Regional Officer Team, and Five Star Region. The Alumni association won Five Star status as well.
- 5 Star Chapter - Alpha Phi Alpha, Butler Community College
- 5 Star Chapter Advisor - Kathy Gifford  
Chapter Officer Team 4th – Alpha Phi Alpha, Butler Community College – Guilherme Berbel, Nick Jones, and Kenyatta Nyrienda
- Distinguished Chapter Advisor 3rd – Chrissy Baker, Alpha Phi Alpha, Butler Community College
- Great Idea Award 2nd – Alpha Phi Alpha, Butler Community College; Distinguished Alumnus Award 3rd – Emily Crow, Alpha Phi Alpha, Butler Community College; Sister Chapter Award 1st – Alpha Phi Alpha, Butler Community College and Tau Theta, Labette Community College
- Achievement in Literature Award – Research 2nd – Kenyatta Nyirenda, Alpha Phi Alpha, Butler Community College; 4th – Guilherme De Carvalho Lozani Berbel, Alpha Phi Alpha, Butler Community College
- Achievement in Art Award - Photography 2nd – Guilherme Berbel, Alpha Phi Alpha, Butler Community College
- Yearbook Award 1st – Alpha Phi Alpha, Butler Community College
- Chapter (Alpha Phi Alpha) remains a “5-star chapter” through Phi Theta Kappa international, the highest level available.
- Received a “REACH” award from Phi Theta Kappa international for increasing our overall enrollment of members by 15% over the last year (and we are still enrolling new members through the end of the current semester).
- PTK students worked in collaboration with several administration and faculty, as they wrote their “Honors in Action” paper this year, a 2600-word research paper required for 5-star recognition.
- In the fall semester, attended the state-wide convention for Phi Theta Kappa’s Kansas Region in Lincoln, Nebraska and a Leadership Convention in Kansas City, Kansas.
- 4 PTK students (Ashleigh Casper, Guilherme De Carvalho Berbel Lozani, Asha Belsan, and Lisa Tran) were honored by the state legislature in Topeka in March as members of the All-Kansas Academic Team.
- Attended the state-wide Region convention for Phi Theta Kappa in Lawrence and the international convention for Phi Theta Kappa by virtual means.
- PTK student members and advisors continue to serve on the Food Pantry Steering Committee and volunteered with the Red Cross Blood Drive (October and February).

### ***Goals***

- Continue to be a “5-Star Chapter”

- Attend regional and international conferences
- Continue to provide educational opportunities for students via our Honors in Action project
- Continue to provide service to the school via our College Project
- Continue to provide service to the community via our various service projects.
- Induct at least 200 new members to our chapter next academic year.

### ***Challenges***

- Fundraising
- Raising student and faculty awareness of our organization funding service opportunities.

### **Inclusion**

**Co-chairs: Monica Lorg, Dr. Phil Speary**

### ***Unit mission***

The Inclusion Council coordinates and directs efforts to advance Butler's Inclusion Mission and Vision and achieve defined objectives for faculty, staff, and students. The Council's work is aimed at leading sustainable, systemic change across Butler's institutional culture.

### ***Key unit processes***

- Develop cultural competence among Butler employees and students primarily through training experiences.
- Advance and support culturally competent organizational values.
- Participate in appropriate professional development and training.
- Regularly convene the Inclusion Council to coordinate and evaluate its work.
- Develop an Inclusion communication plan.
- Advocate for opportunities for diverse students through community relations, financial aid counseling, and scholarships.
- Advocate for inclusive recruitment practices for students, faculty, and staff, inclusive advising relationships with students, and inclusive educational experiences.
- Systematically collect, study, and use demographic, enrollment, and completion data to refine the program.
- Regularly share data and council evaluations.
- Establish programmatic inclusion connections with other institutions.

### ***Department Highlights of 2019-2020***

- Hosted successful 3<sup>rd</sup> Annual Inclusion Council Retreat
- Hosted campus-wide school supply drive, stocking our School Supply "Bank" (in connection with the existing food bank) with thousands of dollars' worth of school/office supplies for use by students.
- Launched Inclusion Book Club to discuss *Biased* by Jennifer Eberhardt.
- Initiated new Inclusion training delivery model, "Inclusion Workshops on Demand" and conducted sessions about Implicit Bias for Executive Council and Dean's Council.
- Won diversity award from Wichita Business Journal
- Defined and wrote gender-neutral language guidelines to be ratified in the coming year
- Inclusion council officer, Cassie Zeiner, participated in Advance Kansas
- Cassie Zeiner, Cory Teubner, and Monica Lorg spearheaded a revived Gay Straight Alliance, known as CAVE+
- Donnie Featherston and Andy Jones developed and implemented a digital inclusion segment for New Adjunct Orientation

- Conducted Inclusion training sessions at PDD, IDD, and 2<sup>nd</sup> Saturday including:
  - A plenary session focused on “Hidden Curriculum” (team leadership)
  - A breakout titled “Cultural Awareness and Communication” (Jeff Tymony and Monica Lorg)
  - Breakouts titled “Rape Culture” (Monica Lorg)
- Hosted tables at student recruitment events on both campuses
- Added new members, especially among first year faculty

### **Goals**

- Continue training of employees in varied schedule and venues.
- Revitalize broader employee participation in inclusion efforts.
- Interact with student organizations to increase student exposure and input.
- Use data from Climate Survey to further research-informed efforts
- Continue review of college policies and processes regarding inclusion issues.
- Interact with CARE teams to assist addressing inclusion issues.
- Interact with other CCs to learn more about best practices.
- Present inclusion efforts at regional and national conferences.
- Harness Microsoft Teams and Zoom to streamline workflows
- Revise and clarify membership guidelines
- Work with campus leadership to foster a more diverse faculty and staff through hiring
- Develop student-directed Inclusion trainings
- Develop student leadership on Inclusion Council
- Develop certification process for courses with inclusion-focused content
- Develop inclusion badging criteria for students and faculty
- Promote acceptance of gender-neutral language guidelines

### **Challenges**

- Time availability for Council members given other work responsibilities.
- Complexity of integration of training into student experience.
- Need for more effective workflows and communication
- Need for enhanced attention to dynamics of blended meetings (e.g. using Zoom)

## **Personal Development/Conquering College (College Readiness)**

**Chair: Cory Teubner**

**Adjunct faculty: 44**

### **Unit mission**

Personal Development supports the mission of Butler to prepare students for future success in college, the workplace, and lifelong learning through highly coordinated and relevant instruction, services, and support. Coursework meets elective requirements. The eight PDX courses (Engaging in...) serve as required gateway courses for new freshmen entering into Pathways and MetaMajors. These courses help students solidify their academic goals, become familiar with college resources, and develop crucial student learning skills. The courses support the commitment of Butler’s academic programs to prepare students for future success in college, the workplace, and lifelong learning through highly coordinated and relevant instruction, services, and support informed by the AVID strategies and approach to the First Year college student experience. Coursework meets elective and developmental requirements.

### **Key unit processes**

- Deliver courses in online and lecture formats



- Design and refine curriculum
- Assess student learning
- Monitor student satisfaction

### **Department Highlights of 2019-2020**

- Oversaw and refined implementation of the eight PDX courses which are AVID-infused first year experience courses for new students placing entering into Pathways and MetaMajors:
  - PD121 Engaging in Business & Industry
  - PD122 Engaging in Fine Arts & Communication
  - PD123 Engaging in Health Sciences
  - PD124 Engaging in Humanities
  - PD126 Engaging in Science, Engineering, & Math
  - PD127 Engaging in Social & Behavioral Sciences
  - PD129 Engaging in Pathways & MetaMajors
- Conducted multiple intensive training workshops for all PDX instructors
- Gathered faculty and student feedback from PDX courses in Fall 19
- Made updates to course content ordering, grouping of required work, and number of assignments for PDX courses for Spring 20
- Modified PDX placement calculus to eliminate requirement for certain students
- Butler freshmen transition coursework (PD120) student success featured in multiple national data-reporting webinars and conference presentations
- Maintained and revised fully populated course shells in Canvas for all those PD12x courses.
- Karen Waddell developed and offered PD 100 Career Readiness to replace former career planning course, taught to 12 students (Spring 2020)

### **Goals**

- Implement further data informed revised PDX courses in 2019-20
- Train all new PDX instructors and refresher train all continuing PDX instructors to effectively deliver the courses and address new students' needs
- Explore role of all PD courses in Meta-Majors and Major Pathways
- Adjust PDX mentoring-oriented content to incorporate AVISO systems
- Further calibrate PDX placement requirements
- Use AVISO data analysis systems to evaluate PDX course effectiveness
- Increase enrollment in Research Techniques courses through communication with students in coursework requiring research skills

### **Challenges**

- Coordinating student "mentoring" support with milestone instructors, Pathway chair/leads, and advisors

<b>PERSONAL DEVELOPMENT CLASSES 2019-2020</b>			
<b>TERM</b>	<b>CLASS</b>	<b>NUMBER OF STUDENTS ENROLLED (20<sup>TH</sup> DAY NUMBERS)</b>	
<b>Fall 2019</b>			
	<b>PD 100 – Career Readiness</b>		
		<b>7</b>	

	<b>PD 110 – Research Techniques</b>		
		5	
	<b>PD 112 – Stress Management</b>		
		31	
	<b>PD 121 – Engaging in Business &amp; Industry</b>		
		232	
	<b>PD 122 – Engaging in Fine Arts and Communication</b>		
		66	
	<b>PD 123 – Engaging in Health Sciences</b>		
		241	
	<b>PD 124 – Engaging in Humanities</b>		
		17	
	<b>PD 125 – Engaging in Public Services</b>		
		46	
	<b>PD 126 – Engaging in Science, Eng. and Math</b>		
		122	
	<b>PD 127 – Engaging in Soc/Beh Sciences</b>		
		103	
	<b>PD 129 – Engaging Meta Majors/Pathways</b>		
		156	
		<b>Total PD Students for Fall 2019</b>	<b>1,027</b>
<b>Spring 2020</b>			
	<b>PD 100 – Career Readiness</b>		
		12	
	<b>PD 112 – Stress Management</b>		
		33	
	<b>PD 121 – Engaging in Business &amp; Industry</b>		
		79	
	<b>PD 122 – Engaging in Fine Arts and Communication</b>		
		15	
	<b>PD 123 – Engaging in Health Sciences</b>		
		161	
	<b>PD 125 – Engaging in Public Services</b>		
		13	
	<b>PD 126 – Engaging in Science, Eng and Math</b>		
		28	
	<b>PD 127 – Engaging in Soc/Beh Sciences</b>		
		31	
	<b>PD 129 – Engaging Meta Majors/Pathways</b>		
		29	
		<b>Total PD Students for Spring 2020</b>	<b>432</b>

**Testing Centers****Full Time Administrators: Richard Jones (BOE), Bryn Cornell (BOA), Lana Lomachenko (BOA), L.K. Plain (BOM)****Part Time Test Administrator: Nick May (BOA)*****Unit mission***

The Butler Testing Centers provide a quality, secure testing environment in which the highest levels of testing standards possible are maintained. The Butler Testing Centers are located at several campuses throughout Butler Community College including BOE, BOA, McConnell and the Butler Service Center. The Centers offer a variety of testing for academic, placement, military and professional. The Centers provide testing services to Butler faculty, students, military personnel, and stakeholders from the surrounding communities.

***Key unit processes***

- Proctor placement and diagnostic testing to area students
- Proctor academic testing in the form of makeup, online and finals
- Proctor GED and CLEP testing
- Proctor professional testing to area stakeholders including testing for police officers and other administration of justice personnel
- Proctor all necessary testing in a remote environment
- Process in and secure all testing
- Follow proper check-in procedures
- Follow proper return test and materials procedures
- Follow proper reporting of incidents
- Review and update policies and procedures
- Communicate policies and procedures to stakeholders.

***Department Highlights of 2019-2020*****Testing Administered at Butler Testing Centers 2019-March 2020**

	BOA	BOE	BOM/SC	TOTAL
ACCUPLACER Placement	2819	1489	308	5860
Math Diagnostic	1364	N/A*	200	1556
Online tests	1134	125	143	1023
Make-up tests	1173	395	2	1509
Module finals	2343	565	9	3470
Other finals	693	N/A	10	753
PearsonVUE	N/A	N/A	N/A	58
CLEP	37	N/A	188	244
DSST	N/A	N/A	303	327
TEAS	N/A	110	N/A	149
CNA	240	N/A	N/A	113
Non-Butler	95	N/A	15	217
No. of Testers	7637	2433	967	10534
No. of Tests	11843	2684	1245	15768

\*included in ACCUPLACER placement

- The Andover Testing Center continues to be the primary testing location for the majority of online students. Students may also take the My Math Plan Assessment when they fail their

math module finals, as a way to pass to the next module. The Andover Testing Center administers the majority of these tests. Several “temporary” testing center workers have been brought in to assist with the high-volume testing weeks. The extra help during the math modules weeks has been invaluable.

- Dual credit programs and the various academy programs have brought a larger number of high school testers into the Testing Centers.
- BOA testing admins prepared for move from 6000 to 5000 building meeting with Facilities and IS
- The COVID-19 quarantine prompted a complete change of operations with all testing having to shift to remote proctoring. None of the external testing services were prepared for this situation. Butler testing administrators have been working since mid-March with the various services, the Butler academic departments (particularly Math), and Butler advising to adapt processes to provide remote proctoring to current and prospective students.
- Beginning May 12, Butler test administrators are zoom proctoring Accuplacer placement tests, facilitating
- During the COVID-19 quarantine, requests for CLEP testing have increased significantly. (Unfortunately, we are unable to administer CLEP testing until we return to campus. CLEP tests require special on-site software and cannot be remotely administered.)

**Goals:**

- Continued refinement of testing processes and utilization of staffing to accommodate the demands of the Math Module implementation.
- Maintenance of testing proctoring offerings in unpredictable f2f/remote dynamic
- Adaptability of processes to accommodate the use of multiple measures for placement testing.
- Smooth transition of services at BOA.
- Reimplementation of GED testing at BOA.

**Challenges:**

- Smooth transition of services at BOA in move to new Testing Center given enrollment volume and uncertainty of safety protocols
- Complexity of dealing with varied protocols required by multiple testing companies

**Tutoring Services**

**Academic Success Coach/Coordinator of Tutoring: Cassandra Zeiner**

**Unit Mission**

The Butler Tutoring program provides tutoring services in the academic disciplines most needed by our students. Both faculty and peer tutors provide these services at regularly scheduled times during each semester at designated learning labs on the Andover and El Dorado campuses.

**Key unit processes**

- Hire and schedule tutors with an emphasis on the Math, English and Reading disciplines
- Train and Supervise Tutor Ambassadors
- Gather, analyze, and report data related to tutoring services
- Market Butler tutoring services to students
- Academic Workshops

**Department Highlights of Fall 2019**

- Twelve Tutor Ambassadors were awarded a tuition/books scholarship to staff the Learning Lab in Andover and the Gayle Krause Learning Lab and A & P Learning Lab in El Dorado. There were eight scholarships awarded in El Dorado and four scholarships awarded in Andover.
- Three faculty members were paid for providing their services in the Gayle Krause Learning Lab in El Dorado for a total of three credit hours (fall).
- Two faculty members were paid for providing their services in the Learning Lab in Andover for a total of six credit hours (fall).
- Hired ten Tutor Ambassadors at 15+ hours per week to offer tutoring services during the summer and fall in Andover and El Dorado. Three tutors were paid hourly and worked up to 20 hours per week in El Dorado or Andover.
- Worked with Director of Athletic Services to form a more cohesive tutoring program for both athletes and students. Combined training efforts during the fall semester.
- Worked with Math Specialists in Math Labs to share resources in a more intentional cohesive way.
- The Faculty Advisory Committee, Dean of Academic Support & Effectiveness, and Academic Coach/Coordinator of Tutoring interviewed and selected all Tutor Ambassadors.
- Tutor training as required by CRLA Level I Certification has been accomplished through AVID led Socratic Tutor Training and we continue to use the Socratic Tutoring methods in the tutoring centers/labs.
  - Tutors met face-to-face and online for training before the spring 2020 semester.
- To supplement the face-to-face tutoring, NetTutor (online tutoring) is provided for all students. Updates were made to the guided user interface to enhance user experience. Students can access NetTutor through Canvas.
- Tutoring services are promoted through campus announcements, e-mails, digital signage as well as printed schedules posted around the campuses.
- TutorTrac software is used to track usage of the Andover Learning Lab and Gayle Krause Learning Lab.
- Cassie Zeiner started June 3 as Academic Coach/Coordinator of Tutoring.
- Academic Success Coach attended CRLA conference, as well as two AVID institutes.
- Transitioned f2f tutoring to zoom tutoring sessions for Covid 19 accommodation

### **Goals**

- Advance coordination of math tutoring with new math design modules. Tutor Ambassadors will work more closely with Professional Math Tutors to provide support to students
- Continue to develop better coordination with tutoring services for athletes.
- Give greater exposure to tutoring through PDX courses.
- Hire hourly student worker tutors to add 100 additional hours per week at both BOE and BOA shared between regular tutoring and math tutoring.
- Develop and administer CRLA Level 1 certification online training
- Coordinate academic coaching caseload management with tutoring and Pathways mentoring processes.
- Manage transition of tutoring facilities in 5000 remodel at BOA
- Initiate Pisces for remote tutoring
- Find at least 3 more faculty members on each campus willing to spend at least 1 hour of their student consultation time in the learning lab.
- Improve social media presence

### **Challenges**

- Marketing and advertising for tutoring services.
- Providing tutoring services at other Butler locations.

- Recruiting and keeping Tutor Ambassadors with high skill levels when we are a two-year institution.

<b>Aug-Dec 2019 Tutoring Services-Usage</b>	<b>Number of Students</b>	<b>Number of Visits</b>	<b>Hours of Tutoring</b>
<b>Andover Learning Lab</b>	151	714	1784.74
<b>Andover Math Lab</b>	198	627	976.91
<b>Gayle Krause Learning Lab</b>	120	634	1345.46
<b>El Dorado Math Lab usage</b>	241	1572	2196.08
<b>NetTutor (online tutoring)</b>	93	460	10,208 (min)
<b>Total</b>	940	2,747	2,904

<b>BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES</b>
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**TOPIC for DISCUSSION**  
**FY2021 Budget**

**REPORT:**

At the meeting, the Board a FY2021 Budget Development update will be provided.

Exec Council and Vice Presidents will continue to work on the budget until the meeting so no materials will be available prior.

Submitted by:	Dr. Kim Krull
Supervisor:	Board of Trustees
Date:	June 1, 2020

<b>BOARD ACTION ITEMS</b>
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**TOPIC for ACTION**  
**Property Insurance Renewal**

**REPORT:**

On May 20<sup>th</sup> Stacey Donnelly at ICI received notification from Marsh USA, our property insurer through the Midwest Higher Education Compact, that they would not renew Butler's policy.

**Subject:** MHEC Master Property Program: Butler Community College

Stacey,

We are writing regarding to provide notice of non-renewal to Butler Community College for the 7/1/20 MHEC Master Property Program. Zurich has provided a firm non-renewal for Butler Community College due to exposures and loss history.

We are writing to advise you of this position. Please communicate to Kent and Meredith at Butler Community College and express our appreciation for their participation and membership in the MHEC Master Property Program. If you would like me to connect or discuss with them directly, I am happy to do so.

Please confirm receipt.

Best regards, Maureen

**Maureen W. Biehl, CPCU, Senior Vice President**

Office Head, Marsh USA, Inc.

Ryan Murry has been working diligently to obtain property coverage for the college and will be present at the June 9 board meeting. Due to the short time period he may or may not have a firm commitment prior to the board meeting. If he does not have a firm quote by that time the board has two options – 1. have a special meeting prior to June 30 once coverage has been obtained, or 2. the board could grant the administration the authority under this unique circumstance to approve the policy.

Ryan can elaborate, but it appears that the premium will increase significantly due to Butler's circumstance, and the college may have difficulty maintaining the current deductible level (which was already at \$300,000).

Attached is a comparison of FY2020 premiums to FY2021 premiums for coverages other than property. This comparison shows MHEC pending for property coverage so please ignore that item.



**RECOMMENDED ACTION:**

Approve all FY2021 insurance policies that have a firm commitment as shown on the renewal schedule.

Approve authority for the college administrative staff to approve the property insurance if a firm commitment is not available by June 9.

**RECOMMENDED FUNDING SOURCE:**

General Fund Budget

Submitted by:	Kent Williams, Vice President Finance
Supervisor:	Dr. Kim Krull
Date:	May 30,2020



**Butler Community College**  
**20-21 Property and Casualty Insurance Renewal**

	Carrier	2019-20	2020-21	% Change
<b>Property</b>	<b>MHEC</b>	<b>\$144,663</b>	<b>PENDING</b>	
Limit		\$152,221,584	\$155,342,886	2.05%
Business Income		\$15,228,535	\$14,133,418	-7.19%
Deductible		\$25,000	\$25,000	
Wind/Hail Deductible		\$300,000	PENDING	
<b>Broker Fee</b>		<b>\$14,000</b>	<b>\$14,000</b>	
<b>General Liability</b>	<b>Trident</b>	<b>\$49,978</b>	<b>\$47,468</b>	-5.02%
Limit		\$1M/\$2M	\$1M/\$2M	
<b>Commercial Auto</b>	<b>Trident</b>	<b>\$56,728</b>	<b>\$68,767</b>	21.22%
Liability Limit		\$1,000,000	\$1,000,000	
No of Units		87	80	-8.05%
<b>Inland Marine</b>	<b>Travelers</b>	<b>\$3,671</b>	<b>\$3,683</b>	0.33%
Scheduled Equipment		\$471,759	\$471,759	0.00%
Deductible		\$1,000	\$1,000	0.00%
<b>Crime</b>	<b>Great American</b>	<b>\$3,666</b>	<b>\$3,933</b>	7.28%
Limit		\$500,000	\$500,000	0.00%
Deductible		\$25k/\$10k	\$25k/\$10k	
<b>Law Enforcement Liability</b>	<b>Trident</b>	<b>\$4,501</b>	<b>\$4,686</b>	4.11%
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	
<b>Educators Legal Liability</b>	<b>Trident</b>	<b>\$18,144</b>	<b>\$18,243</b>	0.55%
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	
<b>Employment Practices Liability</b>	<b>Trident</b>	<b>\$55,308</b>	<b>\$55,544</b>	0.43%
Limit		\$1M/\$2M	\$1M/\$2M	
Retention		\$10,000	\$10,000	
<b>Umbrella</b>	<b>Trident</b>	<b>\$30,678</b>	<b>\$30,356</b>	-1.05%
Limit		\$5,000,000	\$5,000,000	
Retention		\$0	\$0	
<b>Workers Compensation</b>	<b>Accident Fund</b>	<b>\$117,246</b>	<b>\$115,737</b>	-1.29%
Payroll		\$32,662,203	\$30,543,938	-6.49%
Experience Mod		0.71	0.74	4.23%
<b>Museum Floater</b>	<b>Hartford</b>	<b>\$2,500</b>	<b>\$2,500</b>	0.00%
Museum Collection		\$100,000	\$100,000	
Loan Collection		\$100,000	\$100,000	
Deductible		\$1,000	\$1,000	
<b>Media (Broadcasters) Liability</b>	<b>Capitol Indemnity</b>	<b>\$3,096</b>	<b>\$3,096</b>	0.00%
Limit		\$1,000,000	\$1,000,000	
Deductible		\$10,000	\$10,000	
<b>Student Professional E&amp;O</b>	<b>Liberty</b>	<b>\$15,384</b>	<b>\$15,510</b>	0.82%
Limit		\$1M/\$3M	\$1M/\$3M	



**Butler Community College**  
**20-21 Property and Casualty Insurance Renewal**

Wellness Center Prof. Liability	Chubb	\$5,432	\$6,216	14.43%
Limit		\$1M/\$3M	\$1M/\$3M	
Deductible		\$2,500	\$2,500	
Grizzly Adventures Liability	Atain	\$5,645	\$5,889	4.32%
Limit		\$1M/\$2M	\$1M/\$2M	
Cyber Liability	Evolve (Lloyd's)	\$8,904	PENDING	
Limit		\$2,000,000	\$2,000,000	
Retention		\$10,000	\$10,000	
Revenue		\$28,000,000	\$51,000,000	82.14%
<b>TOTAL</b>		<b>\$539,544</b>	<b>PENDING</b>	

## TOPIC for ACTION

### Early Retirement Incentive Policy Revision

#### **REPORT:**

The college currently provides an Early Retirement Incentive Plan that provides eligible employees the opportunity to retiree beginning at age 60 and includes a cash benefit and coverage through the College health insurance plan through age 65. The current policy covers and pays for the full cost of the plan the employee is enrolled in at the time of retirement, which may include one of the following: Single, Employee +1, or Family coverage. There is a separate policy for Professional Employees that has some differences in cash payout and qualifying age. The Professional Employees policy is not addressed here. This change would be for non-faculty employees only.

The following charts show the last five year costs, and the future retirement projections based on the eligible employees who could elect the Early Retirement Incentive Plan. The cost projections are for inclusion in the insurance program only (not the cash benefit) based on the current plan elections if carried forward, and includes both faculty and non-faculty.

Early Retirement Incentive Program				Number of Individuals Receiving Benefits	
	Cash Payouts	Insurance Payments	Total Benefits Paid	Faculty	Non-Faculty
FY 15-16	\$32,500.00	\$135,360.64	\$167,860.64	10	16
FY 16-17	\$28,000.00	\$150,389.48	\$178,389.48	12	19
FY 17-18	\$35,500.00	\$233,084.07	\$268,584.07	13	22
FY 18-19	\$37,500.00	\$235,463.02	\$272,963.02	11	24
FY 19-20	\$16,800.00	\$243,861.72	\$260,661.72	9	24

FY21 Eligible	#Employees	Current Ins. Cost	Single Cov Only
Faculty	22	\$239,383	\$153,000
Administration	9	\$126,676	\$60,000
Ops Staff	7	\$77,328	\$37,500
Total	38	\$443,387	\$250,500

**Savings**  
**\$192,887**

Coverage	Annual Cost
Single	\$7,500
Emp +1	\$17,450
Fam	\$20,736

The Early Retirement Incentive Plan (for non-professional employees) is provided below with strikethroughs to indicate language to be deleted and **bold** for language to be added.

#### Early Retirement Incentive Plan

All current, full-time employees with ten (10) or more years of continuous full-time service to the College who are between the ages of 60 and 64 and are qualified to receive KPERS retirement benefits are eligible for the College's early retirement plan.

A lump sum payment of \$1,000 for each year of retirement prior to 65 with the maximum of \$5,000 will be paid to the employee.

Eligible employees may continue in the College's health insurance program and will receive ~~either a full family or a full single health insurance coverage~~ as provided and paid

for by the College up to the first of the month the employee becomes 65. **Coverage for family members (if previously elected by the employee) may be continued on the College plan through the termination of the retired employee coverage at age 65. The cost for the additional coverage above the single rate plan will be paid by the retiree.**

Professional Employees refer to the Master Agreement.

#### **RECOMMENDED ACTION:**

The Administration recommends the Board support the proposed change to the Early Retirement Incentive Plan to only pay for a single health insurance premium for the employee up to age 65.

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

Not applicable

Submitted by:	Shelley Stultz, Associate Vice President of Human Resources
Supervisor:	Dr. Kimberly Krull
Date:	June 9, 2020

**TOPIC for ACTION**  
**New Welding Certificate (CERTA)**

**REPORT:**

The Butler welding program prepares students for a career in welding covering SMAW, GMAW, GTAW, and Oxy-fuel welding processes, all as applied to both ferrous and non-ferrous metals as well as position and out of position welding. Students will learn numerous industry recognized cutting processes, both manual and CNC (computer numerically controlled), receive in-depth training in Blueprint Reading and Metallurgy, and have the opportunity to become AWS certified in the SMAW, GMAW, and GTAW processes. This additional sub-set certificate of our Welding program will provide students another opportunity for credentials in the processes of SMAW (shielded metal arc welding, GMAW (gas metal arc welding), and GTAW (gas tungsten arc welding).

This welding certificate is a new subset of the KBOR approved welding program that is already available to students attending Butler. This certificate would allow them to complete the program in fewer hours to gain employment quicker. There will be no additional costs to the college for faculty or supplies.

**RECOMMENDED ACTION:**

Approval of a CERTA in Welding. Once approved, this program will be submitted to KBOR for final review/approval; scheduled implemented is for Fall 2020.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Peggy Krause, Director, Curriculum and Catalog
Supervisor:	Lori Winningham, Vice President of Academics
Date:	May 26, 2020

## New Program Request Form CA1

### General Information

Institution submitting proposal	Butler Community College
Name, title, phone, and email of person submitting the application (contact person for the approval process)	Lori Winningham, Vice President of Academics 316-322-3110 lwinning@butlercc.edu
Identify the person responsible for oversight of the proposed program	Mel Whiteside, Dean of Science, Technology, Engineering, and Mathematics
Title of proposed program	Welding Technology
Proposed suggested Classification of Instructional Program (CIP) Code	48.0508
CIP code description	Welding Technology/Welder
Standard Occupation Code (SOC) associated to the proposed program	The CIP code maps to these two: 1) 51-4121 Welders, Cutters, and Welder Fitters 2) 51-4122 Welding, Soldering, and Brazing Machine Setters, operators, and Tenders
SOC description	51-4121: Use hand-welding or flame-cutting equipment to weld or join metal components or to fill holes, indentations, or seams of fabricated metal products. 51-4122: Set up, operate, or tend welding, soldering, or brazing machines or robots that weld, braze, solder, or heat treat metal products, components, or assemblies. Includes workers who operate laser cutters or laser-beam machines.
Number of credits for the degree <u>and</u> all certificates requested	19
Proposed Date of Initiation	August 2020
Specialty program accrediting agency	American Welding Society (AWS)
Industry certification	AWS 2G (A student can achieve certification in these process areas: SMAW, GTAW, or GMAW)

Signature of College Official\_\_\_\_\_ Date\_\_\_\_\_

Signature of KBOR Official\_\_\_\_\_ Date\_\_\_\_\_

## Narrative

Completely address each one of the following items for new program requests. Provide any pertinent supporting documents in the form of appendices, (i.e., minutes of meetings, industry support letters, CA1-1a form).

*\*\*Institutions requesting subordinate credentials need only submit the items in blue. For example, an institution with an approved AAS degree has determined a need for a Certificate C in the same CIP code using the same courses used in the AAS degree program.*

## Program Description

- Provide a complete catalog description (including program objectives) for the proposed program.

The Butler welding program will prepare you for a career in welding. You will learn the SMAW, GMAW, GTAW, and Oxy-fuel welding processes, all as applied to both ferrous and non-ferrous metals as well as position and out of position welding. You will also learn numerous industry recognized cutting processes, both manual and CNC (computer numerically controlled), receive in-depth training in Blueprint Reading and Metallurgy, and have the opportunity to become AWS certified in the SMAW, GMAW, and GTAW processes.

- List and describe the admission and graduation requirements for the proposed program.

## Demand for the Program

- Using the Kansas Department of Labor's Long Term Occupational Outlook, (<https://klic.dol.ks.gov>) identify employment trends and projections: occupational growth, occupational replacement rates, estimated annual median wages, and typical education level needed for entry.
- Show demand from the local community. Provide letters of support from at least three potential employers, which state the specific type of support they will provide to the proposed program.
- Describe/explain any business/industry partnerships specific to the proposed program. *If a formal partnership agreement exists, agreement explaining the relationship between partners and to document support to be provided for the proposed program must be submitted to the Board office independently of the CA1 materials for review purposes. The agreement will not be published or posted during the comment period.*

## Duplication of Existing Programs

- Identify similar programs in the state based on CIP code, title, and/or content. For each similar program provide the most recent K-TIP data: name of institution, program title, number of declared majors, number of program graduates, number of graduates exiting the system and employed, and annual median wage for graduates existing the system and employed.
- Was collaboration with similar programs pursued:
  - Please explain the collaboration attempt or rationale for why collaboration was not a viable option.

## Program Information

- List by prefix, number, title, and description all courses (including prerequisites) to be required or elective in the proposed program.



**WE 110. OSHA 10.** 1 hour credit. This course will enable the student to gain critical knowledge regarding OSHA policies, procedures, and standards, including general industry safety and health principles. The student will learn the scope and application of the OSHA General Industry Standards, with special emphasis placed on those areas that are most hazardous, along with recommended abatement techniques.

**WE 114. Welding Methods.** 2 hours credit. Prerequisite: A score at a pre-determined level on a placement instrument. Corequisite: WE129. This course will enable the student to develop Shielded Metal Arc Welding (SMAW) skills to the level required to be successful in the advanced welding courses. The student will demonstrate safety practices.

**WE 125. Blueprint Reading (Welding).** 3 hours credit. Prerequisite: A score at a predetermined level on a placement instrument. This course will enable the student to interpret drawing at a fundamental level as applied to the welding trade. The student will identify basic lines, views and abbreviations used in blueprints; interpret basic 3D sketches using orthographic projection and blueprints; solve applicable mathematical equations; use basic measuring tools; interpret scale ratios on a blueprint; identify basic welding joints and structural shapes; interpret a Bill of Materials; and identify standard American Welding Society (AWS) weld symbols.

**WE 126. Cutting Processes.** 3 hours credit. Prerequisite: A score at a pre-determined level on a placement instrument. This course will enable the student to recognize and apply proper fundamentals of various cutting processes. The student will distinguish several types of mechanical and thermal cutting equipment and processes used in the welding trade and demonstrate the safe and correct set-up, operation and shutdown of the Oxy-fuel, Plasma Arc, Carbon Arc Cutting with Air and Mechanical cutting workstations. The student will also inspect quality and tolerance of cuts according to industry standards. Cutting safety will be emphasized.

**WE 127. Gas Metal Arc Welding 1 (GMAW 1).** 3 hours credit. Prerequisite: A score at a pre-determined level on a placement instrument. This course will enable the student to recognize and apply proper fundamentals of Gas Metal Arc Welding (GMAW). The student will accomplish the following: explain the GMAW process; demonstrate the safe and correct set up of the GMAW workstation; correlate GMAW electrode classifications with base metals and joint criteria; demonstrate proper electrode selection and use based on metal types and thicknesses; build pads of weld beads with selected electrodes in the flat and horizontal positions; produce basic GMAW welds on selected weld joints; and conduct visual inspection of GMAW welds. Safety practices are emphasized.

**WE 128. Gas Tungsten Arc Welding 1 (GTAW 1).** 3 hours credit. Prerequisite: A score at a pre-determined level on a placement instrument. This course will enable the student to recognize and apply proper fundamentals of Gas Tungsten Arc Welding (GTAW). The student will accomplish the following: explain the GTAW process; demonstrate the safe and correct set up of the GTAW workstation; relate GTAW electrode and filler metal classifications with base metals and joint criteria; demonstrate proper electrode and filler metal selection and use based on metal types and thicknesses; build pads of weld beads with selected electrodes and filler material in the flat and horizontal position; perform basic GTAW welds on selected weld joints; and perform visual inspection of GTAW welds. Safety practices are emphasized.

**WE 129. Shielded Metal Arc Welding 1 (SMAW 1).** 3 hours credit. Prerequisite: A score at a pre-determined level on a placement instrument. Corequisite: WE114. This course will enable the student to recognize and apply proper fundamentals to SMAW.

The student will explain the SMAW process; demonstrate safe and correct set up of the SMAW workstation; associate SMAW electrode classifications with base metals and joint criteria; demonstrate proper electrode selection and use based on metal types and thicknesses; build pads of weld beads with selected electrodes in the flat, horizontal, and vertical positions; perform basic SMAW welds on selected weld joints; and perform visual inspection of welds. The student will demonstrate safety practices.

**WE 130. Oxy-Fuel Gas Welding.** 1 hour credit. Prerequisite: A score at a pre-determined level on a placement instrument. This course will enable the student to recognize and apply proper fundamentals to Oxy-Fuel welding. The student will learn about and practice oxyacetylene welding, brazing, and soldering. The student will demonstrate safety practices.

- If the proposed program includes multiple curricula (e.g., pathways, tracks, concentrations, emphases, options, specializations, etc.), identify courses unique to each alternative.
- Provide a Program of Study/Degree Plan for the proposed program including a semester-by-semester outline that delineates required and elective courses and notes each program exit point.
- [List any pertinent program accreditation available:](#)  
Full-time instructor is a CWI (Certified Welding Instructor) and CWE (Certified Welding Educator). The Welding Department is a participating organization in the AWS SENCE Program.
  - [Provide a rationale for seeking or not seek said accreditation](#)  
This program is already accredited through AWS.
  - [If seeking accreditation, also describe the plan to achieve it](#) N/A

#### **Faculty**

- Describe faculty qualifications and/or certifications required to teach in the proposed program.

#### **Cost and Funding for Proposed Program**

- Provide a detailed budget narrative that describes all costs associated with the proposed program (physical facilities, equipment, faculty, instructional materials, accreditation, etc.).
- Provide detail on **CA-1a form**.
- Describe any grants or outside funding sources that will be used for the initial start up of the new program and to sustain the proposed program.

#### **Program Review and Assessment**

- Describe the institution's program review cycle.

#### **Program Approval at the Institution Level**

- [Provide copies of the minutes at which the new program was approved from the following groups:](#)
  - [Program Advisory Committee – See Appendix I](#)  
*(including a list of the business and industry members)*
  - [Curriculum Committee](#)  
The Butler Community College Faculty Curriculum Team examines, recommends and approves all courses; it does not examine nor approve degree programs. Approved courses reflected in the attached pathway have been

reviewed/approved by the division dean and the Vice President of Academics prior to final review/approval from our Board of Trustees.

- Governing Board – PENDING  
*(including a list of all Board members and indicate those in attendance at the approval meeting)*

Submit the completed application and supporting documents to the following:

Director of Workforce Development  
Kansas Board of Regents  
1000 SW Jackson St., Suite 520  
Topeka, Kansas 66612-1368

## **APPENDIX I**



- Let's Take Tomorrow -

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### **BUTLER COMMUNITY COLLEGE Welding Technology Program Advisory Committee Meeting**

#### **MINUTES OF MEETING Oct. 24th, 2018, Rm 307**

#### **ATTENDED**

Chris Neel-Welding instructor for local 441 pipe fitter's union  
David Tucker- Welding instructor and owner/operator of "Tuck's Welding".  
Jon Cressler-Beta  
Aimee Hoyt- CEO of Max's Breathe Easy  
Rod Blackburn- Board member, Workforce Alliance of South Central KS.  
Matthew Galbraith-Lead Welding instructor @ Butler Community College  
John Grange-Owner/Operator of Carlisle Heating and Cooling  
Mel Whiteside- BCC Dean of STEM (Science, Technology, Engineering and Math)  
Lori Winningham- BCC Vice President of Academic Affairs  
Tiffani Price- BCC Assistant Dean of STEM

#### **CALL TO ORDER**

The meeting was called to order by Aimee Hoyt at 5:30P.M. Aimee welcomed the group and thanked them for their continuing support in meeting the mission of Butler Community College.

#### **APPROVAL OF PREVIOUS MINUTES**

Previous minutes were not available at this time

#### **REVIEW OF CURRICULUM FOR EACH PROGRAM**

The curriculum was reviewed and no new changes were suggested. Everyone seemed confident that the current curriculum was meeting industry standards.  
There was discussion on the possible addition of a "Certificate A", in addition to the current "Certificate B" now being offered.

#### **OLD BUSINESS**

No discussion needed

#### **NEW BUSINESS**

Aimee Hoyt spoke to the advisory board about the importance of electing officers. Aimee volunteered to act as chairperson. After further discussion, it was agreed upon that Chris Neel would act as vice chairperson, and Rod Blackburn would act as secretary.

The current status of the fall 2018/spring 2019 enrollment and completion was discussed, as well as program limitations due to facility size.

The equipment needs of the program was discussed as well as the recent addition of three new GMAW machines, purchased with Carl Perkins funding.

It was also mentions that UTLX, a new area employer that deals with the manufacture and repair of railroad tank cars, has not only given us a tour of their facility but has expressed interest in a partnership agreement with our welding program and its graduates.

There was discussion regarding the historical success of the program and the constraints of the existing facility. Some committee members are in favor of some preliminary discussions regarding a capital campaign for expansion of the facilities, or relocation to a larger facility.

### **REPORTS**

Jon Cressler updated the board on the status of the non-credit welding classes being offered as well as other welding partnerships that are being considered for the future.

### **ADJOURNMENT**

The meeting was adjourned at 7:00P.M.

**BUTLER COMMUNITY COLLEGE  
Welding Technology  
Program Advisory Committee Meeting**

**MINUTES OF MEETING  
March 18, 2019,  
Hubbard Welcome Center**

**ATTENDED**

Chris Neel-Welding instructor for local 441 Pipe Fitters Union  
Samantha Meeds, Spirit Aerosystems, Sr Mgr for Workforce Development  
Kyle McLaren-Sg Co Plans supervisor and former welding program student  
Mike Hamm, Valmont, Lead Welder  
Sean Carroll , Valmont, Quality Supervisor  
Amiee Hoyt-CEO of Max's Breathe Easy Welding Supplies, Committee Chair Person  
Matthew Galbraith-Lead Welding instructor at Butler Community College  
David Tucker – Tuck's Welding, Welding Instructor  
Chad McCoy – Welding Instructor  
Rod Blackburn – Dev Dir Partners in Education Foundation, Committee Secretary

**CALL TO ORDER**

The meeting was called to order by Amiee Hoyt at 7:30 P.M. Amiee welcomed the group and thanked them for their continuing support in meeting the mission of Butler Community College.

**APPROVAL OF PREVIOUS MINUTES**

Minutes of Oct 24, 2018 were distributed for review and moved to approve the minutes from the previous meeting as distributed by Chris Neal. Samantha seconded the motion. The motion was approved.

**HISTORY OF PROGRAM**

Matt provided a brief history of the welding program and opportunities for improvement and expansion. New this year will be a welding academy for high school juniors and seniors enabling them to graduate high school with welding certificates. This may require some additional "practice" lab work as needed.

**REVIEW OF CURRICULUM FOR EACH PROGRAM**

The curriculum was reviewed, and no new changes were suggested. Everyone seemed confident that the current curriculum was meeting industry standards. Matt provided some detail on the requirements for passing the AWS certificate versus what is required in the field and how the program tries to meet those needs.

### **OLD BUSINESS**

No discussion needed

### **NEW BUSINESS**

The current status of the fall 2018/spring 2019 enrollment and completion was discussed, as well as the status of the fall 2019 enrollment (full).

Due to the large setting of the meeting, sharing with other committees, some discussions were not able to be recorded. However, there were discussion on how a rotating enrollment model is used in other programs allowing a smaller set of enrollees to begin and it also allows students to mentor each other, freeing up the instructor for concentrated instruction. Also discussed how the program is marketed and what future efforts can be used.

### **REPORTS**

Matt provided some updates on the BETA program and its growing interest from industry and other individuals. Samantha shared Spirit AeroSystems involvement with the Youth Employment Program by the Workforce Alliance.

### **ADJOURNMENT**

The meeting was adjourned at 8:00P.M.

**BUTLER COMMUNITY COLLEGE  
Welding Technology  
Program Advisory Committee Meeting**

**MINUTES OF MEETING**

**Oct. 30th, 2019,**

**Rm 307**

**ATTENDED**

Aimee Hoyt- Chairperson

Chris Neel-Welding instructor for Local 441 Pipefitter's Union- Vice Chairperson

Matthew Galbraith-Lead Welding instructor @ Butler Community College

John Grange-Owner/Operator of Carlisle Heating and Cooling

Mel Whiteside- BCC Dean of STEM (Science, Technology, Engineering and Math

Nick Hamm- Valmont

Sean Carroll- Valmont

Alex Rodgers- Butler Community College

**CALL TO ORDER**

The meeting was called to order by Aimee Hoyt at 5:30P.M. Aimee welcomed the group and thanked them for their continuing support in meeting the mission of Butler Community College and started with dinner provided by Matt Galbraith.

**APPROVAL OF PREVIOUS MINUTES**

Previous minutes were reviewed and approved.

**REVIEW OF CURRICULUM FOR EACH PROGRAM**

The curriculum was reviewed, and no new changes were suggested. Everyone seemed confident that the current curriculum was meeting industry standards.

There was discussion on the possible addition of a "Certificate A", in addition to the current "Certificate B" now being offered.

**OLD BUSINESS**

No discussion needed

**NEW BUSINESS**

Matt reported that they were having issues with their plasma cutting table and having a difficult time finding parts to fix the issue. Discussed the possibility of buying a newer



one in the future. He discussed that they were now having high school students coming for part of a day and those students' tuition is being paid by the State of Kansas and it going great.

### **REPORTS**

Mel Whiteside updated the board on the status of the non-credit welding classes being offered as well as other welding partnerships that are being considered for the future.

### **ADJOURNMENT**

The meeting was adjourned at 7:00P.M.

## 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, May 12, 2020 – Zoom Meeting**

### **STAFF ATTENDANCE**

Kim Krull	Lora Jarvis
Bill Young	Jessica Ohman
Jon Craig	Teressa Eastman
Susan Bradley	Shelley Stultz
Lori Winningham	Tom Borrego
Kent Williams	Esam Mohammad
Bill Rinkenbaugh	Mel Whiteside
Troy Nordman	

### **BOARD ATTENDANCE**

Mary Martha Good  
Jim Howell  
Doug Law  
Lance Lechtenberg  
Forrest Rhodes  
Shelby Smith  
Julie Winslow (Joined at 4:49)

### **GUESTS**

Ray Connell – Legal Counsel  
Vanessa Keith – IMA Inc.  
Ryan Powell – IMA, Inc.  
Ryan Murry – ICI Insurance

### **CALL TO ORDER**

Chair Howell called the regular monthly meeting of the Board of Trustees to order at 4:37 p.m.

### **APPROVAL OF THE AGENDA**

Trustee Good moved to approve the agenda as presented. Trustee Lechtenberg seconded. Lora Jarvis called a roll call vote and it passed unanimously.

### **RECOGNITIONS**

- **Students Qualified for PBL Nationals** - Bailey Baker, Brian Tsuma, Ian Kissel, Jacob Minter, Javier Grimaldo, Kenyatta Nyirenda, Naomi Galinda, Rebecca Whittaker (Janice Akao & Noreen Templin, Sponsors)
- **Kansas Association of Broadcasters Awards** - Austin Ashcraft, Deanna Bonn, Adam Fernz, Anthony Gorges, Wesley Hager, Bryce Hirayama, Adelyn Hobbs, Jordon Plowman, Madeline Reida (Keith West, Sponsor)
- **Phi Theta Kappa National Awards** - Emily Crow, Guilherme De Carvalho Lozani Berbel, 5 Star Chapter, 5 Star Advisor (Kathy Gifford), Chapter Officer

Team, Distinguished Chapter Advisor (Chrissy Baker), Sister Chapter Award, Yearbook Award

- **CAPR Interview** – Kathy McCoskey
- **KMUW Interview** – Rhonda Thomas
- **MarkArts Featured Artist** – Jim Gross
- **Virtual IDD** – Donnie Featherston, Sarah Berry, Lori Moshier

#### **PUBLIC COMMENT** – NONE

#### **STANDING REPORTS**

Professional Employees Report – NONE

President's Report – Dr. Krull reported that the Critical Incident Management Team (CIMT) is working to make a plan to transition back to campus. They have been able to host some small groups of tech students on campus to finish their welding and EMT certificates. They are closely monitoring the governor's plan to reopen as well as working with other sources to ensure the safest plan possible for everyone.

The ventilator we loaned for areas with a greater need will be returned to campus soon, but before then it will be going to Minnesota to be cleaned and refurbished.

Lori Winningham has been assigned to a KBOR task force to work on a plan to track and encourage pathways from Associate Degree programs through Baccalaureate with a common general education package.

The college is currently working on plans for a virtual commencement ceremony to be broadcast on May 29<sup>th</sup>. Nurses Pinning will be broadcast on May 28<sup>th</sup>.

Dr. Krull also recognized Trustees Law and Lechtenberg for their birthdays in April and May.

**MONITORING REPORTS** – Dr. Susan Bradley shared the annual report for the Humanities and Social and Behavioral Sciences Division.

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

Property Insurance Renewal – Ryan Murry from ICI shared information on the renewal of the college's property, liability coverage, workers' comp and several specialty items insurance. The Board will be asked to approve the premiums at the June meeting.

Health Insurance – The college offers a fully insured health and dental insurance product to all eligible employees. The plan year runs from October 1 to September 30 each year. In preparation for the upcoming renewal period, Butler's consultant/broker (IMA, Inc.) has conducted the renewal analysis with current health and welfare benefit carriers, marketed for any plan and/or carrier changes, and reviewed this information with the college insurance committee members on April 15, 2020.

IMA, Inc. has been invited to review the renewal process findings, and potential recommendations for the 2020-2021 plan year with the Board of Trustees. A copy of the presentation is included at the end of the minutes.

### **BOARD ACTION ITEMS**

Auto Collision Program – In February of this year, Butler's administration informed Auto Collision Associate Professor, Donnie Smith of the intent to discontinue the Auto Collision program. As far back as September 2016, discussions began regarding the redesign of the auto collision program to enhance enrollment, continue to meet industry needs, and allow students to complete in a shorter timeframe and seek employment. The program was redesigned with a hybrid format in place by the next fall. The program is not nationally accredited.

From AY16 – AY20, the program enrollment has averaged 5 students except for AY19 when 9 students were enrolled. The credit hours generated in this same timeframe ranged from 136 to 279 except during AY19 when 9 students took 483 credit hours. While industry partnerships have been sought as well as program partnerships with other institutions, the Butler's Auto Collision program has not grown.

Trustee Law moved to discontinue the Auto Collision program at the end of FY2020. Trustee Lechtenberg seconded. Lora Jarvis called a roll call vote and the motion passed with Trustees Smith and Winslow in opposition.

Approval of Intent to Non-Renew Contract –

### **RESOLUTION 20-07**

WHEREAS, the Board of Trustees of Butler Community College finds that the contract of Donnie Smith, Auto Collision instructor for the 2020-2021 school year will not be renewed, and Donnie Smith be given written notice on or before May 15, 2020, of the intent of the Board of Trustees not to renew his contract for the 2020-2021 year;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Butler Community College as follows:

It is hereby declared to be the intent of the Board of Trustees of Butler Community College that the Employment Contract of Donnie Smith as a full time faculty employee not be renewed for the 2020-2021 school year; and

The Secretary of the Board of Trustees is directed to give written notice in person or by restricted United States Mail to Donnie Smith on or before May 15, 2020, of the Board's intent not to renew his contract for the 2020-2021 school year.

Trustee Good moved to adopt Resolution 20-07. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Approval of Cell Phone Policy Revision – The college currently has a Cell Phone policy in place that provides a limited number of cellular telephones/pagers for certain college personnel such as Security and Resident Assistants. All other employees whose job function requires the use of a cellular telephone are provided a monthly stipend to use toward the cost of equipment and associated monthly service.

The annual cost of providing the monthly stipend to employees whose job functions require the use of a cellular telephone is roughly \$30,000. The administration feels that the initial reasoning behind this stipend provision was due to cellular costs that were assessed based on the number of calls or text made in a month. Currently, most all plans provide unlimited talk/text plans included in the monthly price for service. The administration is recommending to discontinue the Cell Phone stipend provision of the policy due to limited additional cost to the employee for their personal cell phone use, and as an annual cost savings measure to the College to be effective for the FY2021 beginning July 1, 2020.

The Cell Phone Policy is provided below with strikethroughs to indicate language to be deleted.

### **Cell Phone Policy**

The College recognizes the need for selected employees to rely upon cellular telephones and/or pagers in order to efficiently and effectively conduct official College business. In order to ensure appropriate and contained use of these electronic devices that are funded through the College's operating budget, the following policy shall be followed.

The following costs for cellular telephones/pagers will be paid by the College.

- A limited number of cellular telephones/pagers will be provided by the College for Security personnel, Resident Assistants, etc. Requests for College provided cellular telephones and/or pagers will be approved by the appropriate supervisor and Vice President. The cost for this equipment and associated service will be paid by the College. Personal use of College provided cellular telephones shall be kept to a minimum.
- ~~All other employees whose job function requires the use of a cellular telephone will be provided a monthly stipend to use toward the cost of equipment and associated monthly service. Requests for a monthly stipend will be approved by the appropriate supervisor and Vice President by completing the "Request for Cellular Telephone Monthly Stipend" and returning the form to the El Dorado Human Resources department. When an employee terminates employment with the College, the stipend will be pro-rated based upon the number of days worked during the employee's final month of employment.~~

~~Executive Council will review the list of monthly stipends provided to employees for~~

~~cellular telephone service and equipment once each year prior to approval of the following fiscal year's budget. At that time, Executive Council will also review the inventory and associated monthly costs of College provided cellular telephones and/or pagers which will include those provided to Security personnel, Resident Assistants, etc. (07/12)~~

Trustee Law moved to approve the proposed discontinuance of the Cell Phone Policy monthly stipend provision. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Approval of Emotional Support Animals Policy – Disability Services has created a policy with regard to Emotional Support Animals that may be permitted to reside with students with documented disabilities. Emotional Support Animals are recognized under the Fair Housing Act, of which Butler Community College's Residential Facilities are mandated to comply.

The Service Animal Policy has been updated to reflect behavior issues regarding the dog and to further define the differences between the Emotional Support Animal and a Service Animal. Service Animals are defined and governed under the Americans with Disabilities Amendments Act of 2008.

Both policies have been reviewed by Ray Connell, Legal Counsel for Butler Community College.

### **Emotional Support Animals**

Butler Community College recognizes the importance of Service Animals as defined by the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and the broader category of Emotional Support Animals (referred to as "Assistance Animals") under the Fair Housing Act, that provide physical and/or emotional support to individuals with disabilities. Butler Community College is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the College's programs and activities. Butler Community College is also committed to allowing Emotional Support Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy College housing. Our procedures explain the specific requirements applicable to an individual's use of an Emotional Support Animal in College housing. Butler Community College reserves the right to amend its procedures as circumstances require. This policy applies solely to Emotional Support Animals which may be necessary in College housing. It does not apply to "Service Animals" as defined by the Americans with Disabilities Amendments Act.

It is the policy of Butler Community College that individuals are prohibited from having animals in residential housing. Butler Community College will consider a written request accompanied by medical documentation showing a disability requiring a reasonable accommodation from this prohibition. It must be shown that the Emotional Support Animal is necessary because of documented disability and reasonable in scope. No

Emotional Support Animal may be kept in College housing at any time prior to the individual receiving written approval from the Director of Disability Services of the reasonable accommodation.

### **Service Animals**

The Americans with Disabilities Act (ADA) defines service animals as “dogs that are individually trained to do or perform tasks for people with disabilities.” Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. If an animal meets this definition, it is considered a service animal regardless of whether it has been licensed or certified by a state or local government training program.

The ADA allows service animal accompanying persons with disabilities to be on the Butler Community College campus. A service animal must be permitted to accompany a person with disabilities everywhere on campus except in situations where safety may be compromised or where the service animal may interfere with the fundamental nature of the activities being conducted.

The person a service animal assists is referred to as a partner. The partner’s disability may not be visible. If you have questions as to the appropriateness of an animal use on campus, please contact the Office of Disability Services or the Department of Public Safety.

A service dog can be any breed or size. It might wear specialized equipment such as a backpack, harness, or special collar or leash, but this is not a legal requirement.

### **Service dogs in training**

Any professional trainer, from a recognized training center, of an assistance dog, while engaged in the training of such dog, shall have the right to be accompanied by such dog in or upon any of the places listed in K.S.A. 39- 1101, and amendments thereto, without being required to pay an extra charge for such dog. Such trainer shall be liable for any damage done to the premises of facilities by such dog.

Trustee Winslow moved to ratify the new policies as written. Trustee Good seconded. Lora Jarvis called a roll call vote and the motion passed with Trustees Smith and Winslow in opposition.

Approval of Retirements – Shelley Stultz presented the Board with the following retirements effective May 31, 2020:

- Tonya Kerschner, full-time professor of biological sciences, has been at Butler for 40 years
- Mary McNown, full-time nursing instructor, has been at Butler for 9 years

- Karen Wright, full-time business systems technology instructor, has been at Butler for 14 years
- Mary Spoon, full-time administrative assistant in student services, has been a full-time employee at Butler for 30 years
- Bill Rinkenbaugh, Vice-President of Student Services, has been at full-time Butler employee for 28 years

Trustee Good moved to accept the retirements with regrets. Trustee Rhodes seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

### **CONSENT AGENDA**

Trustee Law moved to approve the consent agenda as presented. Trustee Lechtenberg seconded. Lora Jarvis called a roll call vote and the motion passed unanimously. The consent agenda included the following items:

- Approval of Minutes of Regular Board Meeting of April 14, 2020
- Approval of Bills and Warrants for April 2020 in the amount of \$4,572,889.01 (includes Expenditure Approval List - \$1,940,628.15 and Payroll - \$2,632,260.86).
- Approval of Resident Hall Infrastructure Upgrades in the amount of \$38,282.00
- Approval of Cyber Security Upgrade in the amount of \$314,942.23 over the next 5 years
- Ratification of Agreement with Holmes Corp
- Ratification of Great Western Dining Contract
- Ratification of SCKLS Grants-in-Aid Service Contract

### **SUPPLEMENTAL INFORMATION**

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – Rinkenbaugh Family

Board Calendars

#### **BOARD OF TRUSTEES CALENDAR OF ACTIVITIES MAY – JUNE**

<b>May Board Finance Committee</b>	Tuesday, May 12, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>May Board Meeting</b>	Tuesday, May 12, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>Tour of 5000 Building Remodel</b>	Tuesday, June 9, 3:30 p.m. Andover 5000 Building, Grizzly Den	<b>ALL TRUSTEES</b>
<b>June Board Meeting</b>	Tuesday, June 9, 4:30 p.m. Grizzly Den, Andover 5000 Building	<b>ALL TRUSTEES</b>



<b>2019-2020 Board Meeting Dates</b>
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>July Board Finance Committee</b>	Tuesday, July 14, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>July Board Meeting</b>	Tuesday, July 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>August Board Finance Committee</b>	Tuesday, August 11, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>August Board Meeting</b>	Tuesday, August 11, 4:30 p.m. Dankert Board Room	<b>ALL TRUTEES</b>

### **Spring 2020 ACTIVITY CALENDAR**

Nurses Pinning	Thur, May 14 - CANCELED
Spring Semester Ends	Fri, May 15
Order of the Purple	Fri, May 15 - CANCELED
Commencement	Fri, May 15 - CANCELED
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 - CANCELED
Memorial Day – COLLEGE CLOSED	Mon, May 25
Circle of Gold Society Luncheon	Fri, June 19 - CANCELED
Independence Day (Observed) – COLLEGE CLOSED	Fri, July 3
Summer Classes End	Fri, July 24

### **EXECUTIVE SESSION**

Trustee Rhodes moved that the Board recess into Executive Session for consultation with legal counsel concerning confidential employee information pursuant to the open meetings exception for personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy to include the Board, Dr. Kim Krull, Shelley Stultz, Kent Williams, Lori Winningham, Bill Rinkenbaugh, Bill Young, Jessica Ohman, Esam Mohammad, Tom Borrego, and Ray Connell. Trustee Good seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

The Open Meeting will resume here in the virtual zoom regular meeting room in 75 minutes.

The Board entered Executive Session at 6:35 p.m.

The Board re-entered regular session at 7:25 p.m.

**ADJOURNMENT**

Trustee Lechtenberg moved to adjourn the meeting. Trustee Smith seconded. Lora called a roll call vote and the motion passed unanimously. The regular meeting of May 12, 2020 was adjourned at 7:28 p.m.

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Doug Law – Secretary



## **AGENDA**

- BCC Medical Renewal History
- Medical
  - Marketing Summary
  - Fully-Insured Renewal & Contribution Analysis
  - Self-Funded Option & Contribution Analysis
- Appendix



## BCC MEDICAL RENEWAL HISTORY

RENEWAL YEAR	ENROLLED	CARRIER	ANNUAL PREMIUM ESTIMATE	FINAL RENEWAL CHANGE FROM PRIOR YEAR	Plan Design
10-1-2017 - 9-30-2018	382	AETNA	\$5,047,611	n/a	Triple Option plan design: \$1,500 / \$3,000 / \$1,500 OHDHP Ded Two-networks (Connector & OAMC) \$30 / \$60 Split OVC; Referrals Required \$75 Urgent Care; \$200 ER copay Rx Tiers - \$3/\$10/\$45/\$70
10-1-2018 - 9-30-2019	382	BCBS-KS	\$4,960,813	(\$86,799) -1.7%	Aetna Initial Renewal +11.1% IMA Negotiated Renewal down to +0.1% BCBS-KS Option -1.8% below final Aetna rates; IMA negotiated 10% Rate Cap for 2019 with BCBS-KS; Moved from Aetna to BCBS-KS Triple Option - No change in Deductibles Outpatient Mental Health & Telemed copays reduced to \$30
10-1-2019 - 9-30-2020	390	BCBS-KS	\$5,032,875	(\$234) 0.0%	BCBS-KS Initial Renewal -0.1% IMA Negotiated Renewal down to 0% IMA negotiated 10% Rate Cap for 2020 Renewed with BCBS-KS Triple Option No change in Deductibles Reduced Telemedicine copay to \$0
10-1-2020 - 9-30-2020	393	BCBS-KS	\$5,567,249	\$498,466 +9.8%	BCBS-KS Initial Renewal +21.1% IMA Negotiated 10% rate cap Revised renewal -5.3% decrease from initial renewal No benefit changes

3-year medical premium trend = +2.7%

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## CLAIMS EXPERIENCE

## LOSS RATIO – EXPERIENCE PERIOD

Current Time Frame:

Mar 01, 2019 Thru Feb 29, 2020 As Paid Thru Feb 29, 2020

Month	Insured Months	Member Months	Calculated Premium	Plan Paid (Health)	Plan Paid (Pharmacy)	Total Plan Paid	Plan Paid PEP	Plan Paid PMPM	Loss Ratio
03/2019	390	864	\$413,037	\$62,138	\$120,610	\$182,748	\$469	\$212	44%
04/2019	388	862	\$411,157	\$174,653	\$178,192	\$352,845	\$909	\$409	86%
05/2019	388	866	\$412,336	\$287,319	\$148,511	\$435,830	\$1,123	\$503	106%
06/2019	385	864	\$409,403	\$339,202	\$141,840	\$481,042	\$1,249	\$557	117%
07/2019	380	858	\$405,415	\$246,316	\$165,232	\$411,549	\$1,083	\$480	102%
08/2019	376	850	\$404,141	\$223,539	\$157,798	\$381,337	\$1,014	\$449	94%
09/2019	381	853	\$406,531	\$355,570	\$156,050	\$511,620	\$1,343	\$600	126%
10/2019	391	871	\$411,963	\$275,351	\$152,033	\$427,384	\$1,093	\$491	104%
11/2019	393	868	\$411,406	\$179,729	\$131,943	\$311,672	\$793	\$359	76%
12/2019	395	871	\$413,293	\$161,507	\$164,061	\$325,567	\$824	\$374	79%
01/2020	394	868	\$411,358	\$208,374	\$144,884	\$353,257	\$897	\$407	86%
02/2020	393	872	\$412,678	\$179,103	\$150,503	\$329,606	\$839	\$378	80%
<b>TOTAL</b>	<b>4,654</b>	<b>10,367</b>	<b>\$4,822,716</b>	<b>\$2,682,801</b>	<b>\$1,811,656</b>	<b>\$4,504,457</b>	<b>\$968</b>	<b>\$434</b>	<b>92%</b>

Premium versus Plan Paid by Month



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## HIGH COST CLAIMS LIABILITY

For the experience period of 3/1/2019 – 2/29/2020 BCC had:

- 36 members >\$25,000 in paid claims (32 active; 4 termed)
- 15 members >\$50,000 in paid claims (13 active; 2 termed)
- 9 members >\$75,000 in paid claims (7 active; 2 termed)
- 5 members >\$100,000 in paid claims (4 active; 1 termed)

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## MEDICAL



## MEDICAL & DENTAL MARKETING SUMMARY

### Medical:

Blue Cross Blue Shield of Kansas: Current carrier since 10-01-2018

- Renewal +21.5%
- Negotiated in 2019 for 10% 2020 renewal cap
- ASO Option with current benefits
  - \$50,000 Individual Stop Loss

### Aetna

- Declined to quote due to being uncompetitive

### United Healthcare

- Declined to quote due to being uncompetitive

### Dental

#### Delta Dental

- Final renewal -4.9%
  - Added unlimited frequency for preventive exams/cleanings
  - Added Right Start 4 Kids program for no cost treatment for children under 12 - up to benefit period maximum



## FULLY-INSURED

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## BCBSKS RENEWAL

BCBS of Kansas (Select Re-Renewal)									
In-Network Benefits	Current A1	Renewal	Renewal renewal	Current B1	Renewal	Renewal renewal	Current C1	Renewal	Renewal renewal
<b>Cost Sharing</b>									
Deductible (single/family)	\$1,500   \$3,000			\$1,000   \$6,000			\$1,500   \$7,000		
Coins (plan year/member year)	80%   20%			80%   20%			80%   20%		
Total OOP (single/family)	\$6,000   \$12,000			\$6,000   \$12,000			\$3,500   \$7,000		
<b>Network</b>									
Office Visit (primary/specialist)	\$30   \$60			\$30   \$60			Ded. Coins		
Telehealth Visit	\$0			\$0			Ded. Coins		
Preventive Care	Generally Free			Generally Free			Generally Free		
Diagnostic Lab	Ded. Coins			Ded. Coins			Ded. Coins		
Diagnostic X-Ray	Ded. Coins			Ded. Coins			Ded. Coins		
Advanced Imaging	Ded. Coins			Ded. Coins			Ded. Coins		
Urgent Care Facility	\$75			\$75			Ded. Coins		
Emergency Room	\$285, then Coins			\$200, then Coins			Ded. Coins		
Inpatient Hospital	Ded. Coins			Ded. Coins			Ded. Coins		
Outpatient Facility	Ded. Coins			Ded. Coins			Ded. Coins		
Inpatient MH/SUD	Ded. Coins			Ded. Coins			Ded. Coins		
Outpatient MH/SUD	\$30			\$30			Ded. Coins		
Special Manipulation	\$60			\$60			Ded. Coins		
<b>Prescription Drugs</b>									
Deductible (single/family)	No Ded.			No Ded.			Med Ded.		
Tier 1	\$10			\$10			Ded. Coins		
Tier 2	\$45			\$45			Ded. Coins		
Tier 3	\$70			\$70			Ded. Coins		
Specialty Drugs - Preferred	10% up to \$150			20% up to \$150			Ded. Coins		
Specialty Drugs - Non-Preferred	50% up to \$250			50% up to \$250			Ded. Coins		
Mail order	2.5x Retail Copy			2.5x Retail Copy			Ded. Coins		
<b>Enrollment &amp; Cost</b>									
67 55 44 Employee Only	\$ 624.83	\$ 740.47	\$ 675.01	\$ 592.90	\$ 899.35	\$ 837.78	\$ 558.09	\$ 695.32	\$ 634.13
52 34 20 Employee + 1	1,454.79	1,732.43	1,574.87	1,378.83	1,652.96	1,485.72	1,295.50	1,623.28	1,476.94
43 56 23 Employee + Family	1,726.48	2,049.67	1,867.39	1,639.83	1,935.08	1,763.26	1,542.57	1,923.64	1,752.90
<b>881 845 87 Est. Total/Mo</b>	<b>\$ 100,388</b>	<b>\$ 226,063</b>	<b>\$ 205,837</b>	<b>\$ 171,330</b>	<b>\$ 302,348</b>	<b>\$ 284,335</b>	<b>\$ 85,945</b>	<b>\$ 107,303</b>	<b>\$ 87,757</b>
Compared to Current		+12.7%	+8.1%		+18.2%	+7.6%		+24.9%	+13.7%
Compared to Renewal									
<b>383 Est. Combined Total/Yr</b>		<b>\$5,171,813</b>			<b>\$5,825,186</b>			<b>\$5,825,181</b>	
Est. Annual Change from Current					\$1,056,375			\$-681,538	
Est. Annual Change from Renewal					+18.7%			-8.0%	
								(\$373,418)	
								-8.5%	



Current rates include 127.0% PMP for IMA annual consulting fee (\$25,000 to \$250,000)  
Renewal rates include 236.0% PMP for IMA annual consulting fee (\$25,000 to \$250,000)  
Current rates include dental premium (\$10.00 to \$10.00) + 1.00% (\$10.00 to \$10.00)  
Renewal rates include dental premium (\$11.00 to \$11.00) + 1.00% (\$11.00 to \$11.00)  
IMA Rate cap included for 2020 Renewal

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## AFFORDABILITY

Affordability Safe Harbors				AFFORDABILITY PENALTY PER INDIVIDUAL FOR 2019: \$3,750 or \$312.50/month for each month deemed unaffordable
Client Name:	Butler Community College			
Renewal Date:	10/1/2020			
Current monthly employee contribution toward lowest cost single plan:	\$0.00			
1) FPL Safe Harbor				AFFORDABILITY PENALTY PER INDIVIDUAL FOR 2020: \$3,860 or \$321.67/month for each month deemed unaffordable
Federal Poverty Level (FPL) as Wage Base*		Monthly Wage Base	Affordable Lowest Cost Single Plan	
\$12,490	÷ 12 =	\$1,040.83	× 9.78% =	
			\$101.79	
*FPL provided is effective for the Renewal Date above for the lower 48 states and D.C. only				

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## CONTRIBUTION ILLUSTRATION – FULLY-INSURED

KEEPING BCC DEFINED CONTRIBUTION EXACTLY THE SAME

Premium includes medical, dental, and HRA fee

2019 (Current) Plan year Rates						2020 (Renewal) Plan year Rates					
2019 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>2</sup>	Butler Community College Monthly Rate	2020 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>2</sup>	Butler Community College Monthly Rate
Current Option A						Current Option A					
Employee	67	\$624.72	\$50.31	8%	\$574.36	Employee	67	\$675.01	\$100.85	13%	\$574.36
Employee + 1	51	\$1,454.92	\$106.05	7%	\$1,348.87	Employee + 1	51	\$1,574.87	\$226.90	14%	\$1,348.87
Family	43	\$1,728.66	\$337.49	20%	\$1,391.17	Family	43	\$1,867.28	\$476.11	25%	\$1,391.17
Total Enrolled	161					Total Enrolled	161				
Current Option B						Current Option B					
Employee	55	\$292.39	\$18.01	3%	\$574.36	Employee	55	\$337.78	\$83.42	10%	\$574.36
Employee + 1	34	\$1,170.96	\$20.09	2%	\$1,348.87	Employee + 1	34	\$1,405.72	\$136.33	9%	\$1,348.87
Family	56	\$1,646.01	\$246.64	15%	\$1,391.17	Family	56	\$1,763.26	\$772.00	21%	\$1,391.17
Total Enrolled	145					Total Enrolled	145				
Current Option C						Current Option C					
Employee	44	\$258.18	\$0.00	0%	\$558.18	Employee	44	\$634.13	\$59.77	9%	\$574.36
Employee + 1	28	\$1,295.63	\$0.00	0%	\$1,295.63	Employee + 1	28	\$1,476.94	\$128.77	9%	\$1,348.87
Family	23	\$1,543.75	\$151.58	10%	\$1,391.17	Family	23	\$1,752.96	\$361.73	21%	\$1,391.17
Total Enrolled	95					Total Enrolled	95				
PEPM Composite:	393	\$1,139	\$109	10%	\$1,030	393		\$1,242	\$207	17%	\$1,035
Monthly:		\$447,085	\$42,764		\$484,921			\$487,925	\$61,231		\$400,698
Annual Cost:		\$5,372,220	\$513,196		\$4,859,054			\$5,855,151	\$974,777		\$4,880,374
Annual Change:								\$487,911	\$481,611		\$21,321
Annual Percent Change:								9%	90%		8.66%

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## SELF-FUNDING – ADMINISTRATIVE SERVICES ONLY (ASO)

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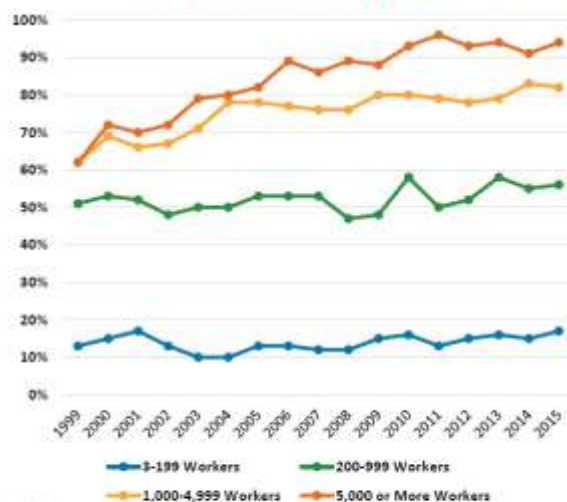
## WHO IS SELF-FUNDING THEIR HEALTH PLANS?

The percentage of covered workers in SELF FUNDED plans increases as the number of employees in a firm increases.<sup>(1)</sup>

- 17% of plans with 3-199
- 58% of plans with 200-999
- 83% of plans with 1,000 to 4,999
- 91% of plans with 5,000 or more

Overall, 63% of covered workers are enrolled in a plan that is either partially or completely SELF-FUNDED.

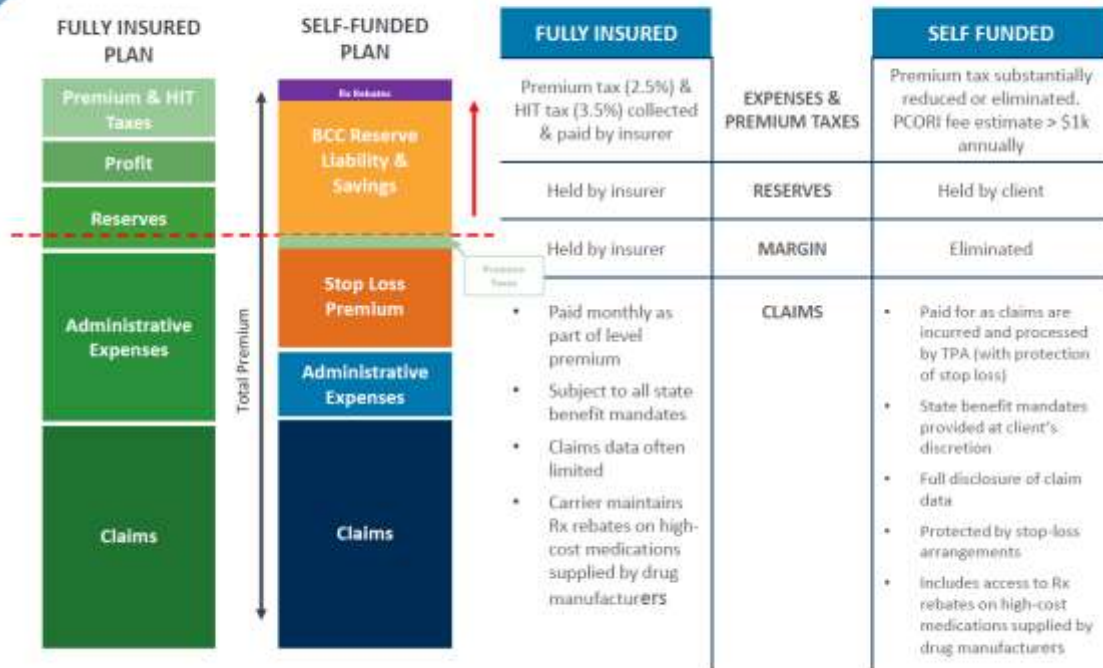
% OF COVERED WORKERS IN SELF FUNDED PLANS



<sup>(1)</sup> Source: Kaiser Family Foundation: Employer Health Benefits 2015 Annual Survey

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## FULLY FUNDED VS. SELF-FUNDED



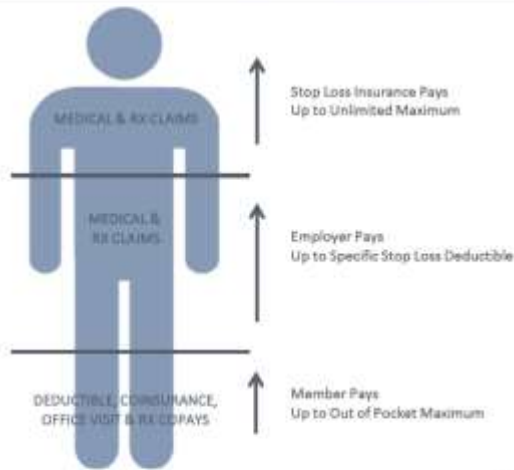
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## PROS & CONS OF SELF-FUNDING



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**AGGREGATE LOSS INSURANCE PAYS IF OVERALL PLAN MEDICAL & RX CLAIMS EXCEED 125%\* OF EXPECTED CLAIMS**



## WHAT IS SPECIFIC STOP LOSS INSURANCE?

- Insurance that provides protection for catastrophic claims incurred by one **INDIVIDUAL** member
- Employer pays Medical & Rx claims up to Specific Stop Loss Deductible (i.e. \$75,000, \$100,000, etc.)
- Claims included under the Specific Stop Loss Insurance include all eligible Medical and/or Rx claims paid over a one year period for an **INDIVIDUAL** member

## WHAT IS AGGREGATE STOP LOSS INSURANCE?

- Insurance that provides protection if **MEDICAL PLAN** claims exceed expected claims by 25%\*
- 125%\* of expected claims is also referred to as maximum claims
- Any eligible claims that exceed the 125% threshold in a one year period are reimbursable under the aggregate stop loss insurance

\*25% is the standard threshold over-expected claims where maximum claim liability is set. Other options may apply.

#### INDIVIDUAL MEMBER CLAIM EXAMPLE

Total Paid Medical & Rx Claims = \$100,000  
Specific Stop Loss Deductible = \$50,000

Member Pays	\$6,350
CLIENT Pays	\$50,000
Stop Loss Insurance Pays	\$43,650

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## BCBSKS ASO SUMMARY \$50K

[illegible][illegible]

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## CONTRIBUTION ILLUSTRATION – ASO AT BCBSKS EXPECTED

Premium includes medical, dental, and IMA fee

2019 (Current) Plan year Rates						2020 (Renewal) Plan year Rates					
2019 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>1</sup>	Butler Community College Monthly Rate	2020 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>1</sup>	Butler Community College Monthly Rate
Current Option A						Current Option A					
Employee	67	\$624.72	\$50.36	8%	\$574.36	Employee	67	\$648.53	\$74.17	11%	\$574.36
Employee + 1	51	\$1,454.92	\$106.05	7%	\$1,348.87	Employee + 1	51	\$1,438.06	\$85.19	6%	\$1,348.87
Family	43	\$1,728.66	\$337.49	20%	\$1,391.17	Family	43	\$1,898.95	\$307.78	18%	\$1,391.17
Total Enrolled	161					Total Enrolled	161				
Current Option B						Current Option B					
Employee	55	\$592.99	\$18.63	3%	\$574.36	Employee	55	\$626.34	\$51.98	8%	\$574.36
Employee + 1	34	\$1,378.96	\$30.09	2%	\$1,348.87	Employee + 1	34	\$1,384.04	\$36.07	3%	\$1,348.87
Family	56	\$1,640.01	\$248.84	15%	\$1,391.17	Family	56	\$1,636.94	\$245.77	15%	\$1,391.17
Total Enrolled	145					Total Enrolled	145				
Current Option C						Current Option C					
Employee	44	\$558.18	\$0.00	0%	\$558.18	Employee	44	\$602.00	\$0.00	0%	\$602.00
Employee + 1	20	\$1,295.63	\$0.00	0%	\$1,295.63	Employee + 1	20	\$1,326.65	\$0.00	0%	\$1,326.65
Family	23	\$1,542.75	\$151.58	10%	\$1,391.17	Family	23	\$1,568.93	\$177.76	11%	\$1,391.17
Total Enrolled	87					Total Enrolled	87				
PEPM Composite:	393	\$1,139	\$109	10%	\$1,030		393	\$1,151	\$114	10%	\$1,037
Monthly:		\$447,685	\$42,764		\$404,921			\$452,159	\$44,690		\$407,470
Annual Cost:		\$5,372,220	\$513,166		\$4,859,054			\$5,425,909	\$536,274		\$4,889,635
Annual Change:								\$53,690	\$23,108		\$30,582
Annual Percent Change:								1%	5%		1%

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## CONTRIBUTION ILLUSTRATION – ASO AT 10% BCC MEDICAL BUDGET

Premium includes medical, dental, and IMA fee

2019 (Current) Plan year Rates						2020 (Renewal) Plan year Rates					
2019 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>1</sup>	Butler Community College Monthly Rate	2020 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>1</sup>	Butler Community College Monthly Rate
Current Option A						Current Option A					
Employee	67	\$624.72	\$50.36	8%	\$574.36	Employee	67	\$701.25	\$126.89	18%	\$574.36
Employee + 1	51	\$1,454.92	\$106.05	7%	\$1,348.87	Employee + 1	51	\$1,563.49	\$214.62	14%	\$1,348.87
Family	43	\$1,728.66	\$337.49	20%	\$1,391.17	Family	43	\$1,845.24	\$454.07	25%	\$1,391.17
Total Enrolled	161					Total Enrolled	161				
Current Option B						Current Option B					
Employee	55	\$592.99	\$18.63	3%	\$574.36	Employee	55	\$676.18	\$101.82	15%	\$574.36
Employee + 1	34	\$1,378.96	\$30.09	2%	\$1,348.87	Employee + 1	34	\$1,503.46	\$154.59	10%	\$1,348.87
Family	56	\$1,640.01	\$248.84	15%	\$1,391.17	Family	56	\$1,775.17	\$384.00	22%	\$1,391.17
Total Enrolled	145					Total Enrolled	145				
Current Option C						Current Option C					
Employee	44	\$558.18	\$0.00	0%	\$558.18	Employee	44	\$648.67	\$74.31	11%	\$574.36
Employee + 1	20	\$1,295.63	\$0.00	0%	\$1,295.63	Employee + 1	20	\$1,437.59	\$88.72	6%	\$1,348.87
Family	23	\$1,542.75	\$151.58	10%	\$1,391.17	Family	23	\$1,698.32	\$307.15	18%	\$1,391.17
Total Enrolled	87					Total Enrolled	87				
PEPM Composite:	393	\$1,139	\$109	10%	\$1,030		393	\$1,247	\$212	17%	\$1,035
Monthly:		\$447,685	\$42,764		\$404,921			\$490,139	\$83,441		\$406,698
Annual Cost:		\$5,372,220	\$513,166		\$4,859,054			\$5,881,670	\$1,001,295		\$4,880,374
Annual Change:								\$509,450	\$488,130		\$21,321
Annual Percent Change:								9%	95%		0.44%

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# CONTRIBUTION ILLUSTRATION – ASO AT BCBSKS MAXIMUM FACTOR BUDGET

Premium includes medical, dental, and IMA fee

2019 (Current) Plan year Rates						2020 (Renewal) Plan year Rates					
2019 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>1</sup>	Butler Community College Monthly Rate	2020 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend <sup>1</sup>	Butler Community College Monthly Rate
Current Option A						Current Option A					
Employee	67	\$624.72	\$90.36	8%	\$574.36	Employee	67	\$749.92	\$175.56	23%	\$574.36
Employee + 1	51	\$1,454.92	\$106.05	7%	\$1,348.87	Employee + 1	51	\$1,679.27	\$330.40	20%	\$1,348.87
Family	43	\$1,728.66	\$337.49	20%	\$1,391.17	Family	43	\$1,980.28	\$589.11	30%	\$1,391.17
Total Enrolled	161					Total Enrolled	161				
Current Option B						Current Option B					
Employee	55	\$592.99	\$18.63	3%	\$574.36	Employee	55	\$722.18	\$147.82	20%	\$574.36
Employee + 1	34	\$1,378.96	\$30.09	2%	\$1,348.87	Employee + 1	34	\$1,612.87	\$264.00	18%	\$1,348.87
Family	56	\$1,640.01	\$248.84	15%	\$1,391.17	Family	56	\$1,902.77	\$511.60	27%	\$1,391.17
Total Enrolled	145					Total Enrolled	145				
Current Option C						Current Option C					
Employee	44	\$558.18	\$0.00	0%	\$558.18	Employee	44	\$691.76	\$117.40	17%	\$574.36
Employee + 1	20	\$1,295.63	\$0.00	0%	\$1,295.63	Employee + 1	20	\$1,540.01	\$191.14	12%	\$1,348.87
Family	23	\$1,542.75	\$151.58	10%	\$1,391.17	Family	23	\$1,817.76	\$426.59	23%	\$1,391.17
Total Enrolled	87					Total Enrolled	87				
PEPM Composite: Monthly:	393	\$1,139	\$109	10%	\$1,030	393		\$1,336	\$302	23%	\$1,035
Annual Cost:		\$447,685	\$42,764		\$404,921			\$525,198	\$118,500		\$406,698
Annual Change:		\$5,372,220	\$513,166		\$4,859,054			\$6,302,372	\$1,421,997		\$4,880,374
Annual Percent Change:								\$930,152	\$908,831		\$21,321
								17%	177%		0.44%

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## APPENDIX

# 2019 RENEWAL REVIEW

## Medical – Blue Cross Blue Shield of KS (BCBS-KS)

- BCBS-KS fully insured initial Triple Option renewal -0.1%; IMA negotiated renewal to +0.0% to allow ease of administration by maintaining rates
  - Marketed unbundled TPA to UMR and Kempton
  - Marketed stop-loss to Berkley Captive, Optum, QBE, SunLife, SwissRe, Symetra
- Renewed with BCBS-KS Triple Option with \$0 Telemed copay on \$1,500 & \$3,000 Ded.
- IMA negotiated 10% Rate Cap included for 10/1/2020 Renewal

## Dental – Delta Dental of KS

- Delta Dental of KS pooled renewal -0.1%; Renewed with same plan design for 1-year
  - Moved from Premier Network to Pooled PPO with Premier

## Voluntary Vision – Vision Care Direct (VCD)

- Renewed with VCD for 1-year; reduced to triple option plan, no change in rates or benefits
  - Marketed Vision to Ameritas, EyeMed, Guardian, Standard, Superior and VSP

## Ancillary – Reliance Standard

- Rate guarantee extended for 1-year

## Worksite – Aflac

- Renewed all coverages with Aflac Public Entity Program and Maestro platform

## FSA/COBRA Administration – Maestro Health

- Renewed with no change in rates for 1-year; COBRA rate under rate guarantee until 2021

## Legal – Legal Shield

- Renewed with no change in rates for 1-year

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# DISCLOSURES & NOTICES

## IMPORTANT NOTICE

The information contained in this Administrative Management Summary Report was obtained from proposals submitted by insurance companies. It is intended to be used for illustrative purposes only. If there are any discrepancies the insurance company contract will prevail. Final rates may vary based upon final enrollment and demographics, effective date, selected plan design, health risk information, and other underwriting considerations. Plan administration, billing procedures, network providers, and benefit design will vary by company. Each company reserves the right to re-rate their product during any plan year if there is a significant change in enrollment.

## DISCLAIMERS

1. This proposal is based upon the financial and underwriting information provided by you. In the event that there have been significant changes, or we are missing material data, we will need that information in order to provide it to the underwriters. If any of the information you provided is inaccurate, the terms and conditions, premium, or even availability of the insurance summarized here may be subject to change.
2. This proposal is issued by each carrier as a courtesy; however, the actual rates will depend upon underwriting and final enrollment.
3. This proposal is intended to be a summary of the premium costs of the plans under consideration. Please refer to each carrier's plan document for actual terms, conditions, limitations, and exclusions.
4. It is imperative we be informed of any employee or dependent who is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverages may not be available for these individuals.
5. The rates shown are not guaranteed and may be subject to change without notice.
6. Each carrier's proposal may include conditions that must be satisfied before coverage can be written or rates can be made firm.
7. The data, analyses, description, exhibits, and charts in this proposal are to support the conclusions and suggestions stated here. Both IMA and any carrier listed herein will be available to explain any item presented. It is assumed the recipients of this proposal will seek an explanation for anything that is not understood.
8. Requests to place or change coverage cannot be considered finalized until you have received confirmation from an authorized IMA representative.

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#### PRODUCTS AND SERVICES AVAILABLE THROUGH YOUR PARTNERSHIP WITH IMA

- Group Medical, Prescription, Dental, and Vision
  - Life/AD&D (Voluntary and Group), Travel Accident, International Benefits
  - Short and Long Term Disability (Voluntary and Group)
  - Voluntary Products (Indemnity Medical, Cancer, Critical Illness, Legal, Long Term Care, etc.)
  - Wellness
  - Employee Assistance Programs\*
  - COBRA Administration\*
  - Section 125 Administration\*
  - FSA with Debit Card, HSA, HRA, Executive, and other reimbursement accounts\*
  - Total Rewards
  - Property & Casualty Coverage
  - Bonds & Surety Services
  - Small Commercial & Personal Insurance through IMA Select
  - Risk Control & Risk Management Services
  - 401(k) and Wealth Management Services through IMA Wealth
- \* Outsourced

#### NOTICE OF PLAN ADMINISTRATION

It is your responsibility to read and understand the plan administration manuals that will be provided to you by the carrier(s) that you choose. These documents may come in paper form and/or be accessible online.

#### COMPENSATION DISCLOSURE

The IMA Financial Group, Inc. is a national financial services company with numerous affiliates and subsidiaries, including IMA, Inc., Cornerstone Risk Solutions, LLC, IMA Select, IMA Acumen, LLC, Towerstone, Inc., Eydent Insurance Services LLC and IMA Wealth, (collectively the "IMA Group"). These entities, excluding IMA Acumen, LLC, are insurance producers licensed in accordance with respective state requirements. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers.

The producer may have access to more than one insurance company to place the purchaser's coverage. The producer may have authority to obligate the insurance company on the purchaser's behalf and as a result may be required to act within the scope of contractual agreements with the insurer.

Compensation will be paid to the producer by the insurer or other third parties. Compensation may vary depending on a number of factors, including the insurer and the insurance contract the purchaser selects, the volume of business the producer places with the insurer, and the profitability of that business.

In addition to the compensation received by the IMA Group, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by the IMA Group), may earn and retain usual and customary commissions or other compensations for providing insurance products to a Client under separate contracts with insurers or reinsurers. Such payments will not be considered as compensation to IMA and will not offset any compensation payable to IMA. In addition, there may be referral compensation shared within the IMA Group. Further, the IMA Group may receive contingent or incentive payments or allowances from insurers or finance companies based on the size or performance of an overall book of business produced with them by the IMA Group. Additionally, expense reimbursements Upon written request, the IMA Group will provide to Client additional details and information about any and all compensation arrangements for insurance placed and/or quoted on behalf of the Client.

Revised January 1, 2018

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## PRIVACY

#### PRIVACY POLICY NOTICE

The IMA Financial Group, Inc. and its insurance brokerage subsidiaries and affiliates (collectively referred to in this notice as "we", "us", or "our") provide insurance brokerage services and sell insurance products and services to commercial businesses and to individuals for personal, family and household purposes. The IMA Financial Group, Inc. and all of its subsidiaries are collectively referred to in this notice as the "IMA Group". "You"/"Your Company" refers to each of our customers or prospects who may engage us to provide services for or on your behalf, such as placing your insurance and/or providing you with insurance risk management or consulting products and/or services, and as otherwise allowed or required by law. This Privacy Policy applies to each of the websites in the IMA Group. This Privacy Policy does not apply to the information collected by IMA Wealth. Please review the privacy policy for IMA Wealth when visiting that portion of the IMA website.

#### WHY YOU ARE RECEIVING THIS PRIVACY POLICY NOTICE

Federal and state laws and regulations generally prohibit us from sharing nonpublic personal, financial or health information about you with a non-affiliated third party unless we provide you with a notice of our privacy policies and practices, such as the types of information that we collect about you and the categories of persons or entities to whom it may be disclosed. In compliance therewith, we are providing you this notice about our privacy policies and practices.

#### THE INFORMATION THAT WE COLLECT

We collect and maintain your information so we can provide insurance brokerage services and sell insurance products to you, as well as process your insurance claims. In providing our various services, we may obtain certain non-public, personal, financial or health information. The types and categories of information we may collect about you includes:

- Information we receive from you on applications for insurance coverage and other forms to provide insurance brokerage services to you (such as your name, home address, social security, telephone number, financial information such as the fair market value of property you wish to insure, and health information)
- Information you authorize us to collect (such as health information for underwriting purposes) or information we are authorized or required by law to collect (such as medical records in a workers' compensation case)
- Information that we generate to service your account (such as loss claim information)
- Information we receive from a consumer reporting agency such as motor vehicle and driver data, credit history, and employment information; and
- Information about your transactions with us and our affiliates such as your policy coverage, premium payment history, the premium you pay and claims information.

Much of the information discussed above is not collected on the IMA Group sites which include [www.imacorp.com](http://www.imacorp.com), [www.imaselect.com](http://www.imaselect.com), [www.imawealth.com](http://www.imawealth.com) (the "Sites").

- **Contact Us:** Information that may be collected or submitted on the Sites includes your first and last name, business name, city and state, phone number, email address and any other information you provide to us in your correspondence with us when you submit a form through the Contact Us page on our Sites. We use this information in order to respond to your question or request. We may also use your email address to send you promotional and informational emails. You have the opportunity to opt out of receiving promotional emails.
- **Careers:** Additionally, you may apply for jobs with the IMA Group through the Careers page on the IMA corporate site. When you submit your resume in response to a current job opening, we collect all the information that is included in the resume that you submit to us along with your email address so that we can contact you. We use this information solely for human resources purposes. We do not share the information we collect through our Careers page other than with our affiliates as it relates to the position for which you are applying.
- **Cookies:** We may also collect information about how you access the Sites using cookies. Session ID cookies may be used by us to track your preferences while you are visiting the Sites. They also help to minimize load times and save on server processing. Persistent cookies may be used by us to store other information. Cookies used on the Sites do not contain your personal information.
- **Log Files:** We use log files which may include Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyze trends, administer the site, track your movement in the aggregate, and gather broad demographic information for aggregate use. However, none of this information contains personal information.
- **Children's Information:** Protecting the privacy of the very young is especially important. For that reason, we do not collect or maintain information on or through our website from those we actually know are under 13 years old, and no part of our website is structured to attract anyone under 13 years old.

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## INFORMATION SHARING PRACTICES WITHIN THE IMA GROUP

We may share nonpublic information about you within the IMA Group, as permitted by law, to enable us to service and maintain your account and provide information to you about products and services of the IMA Group. IMA may collect data and other similar information of its customers and prospects and may use and share that data in our internal systems, such as sales management applications. These systems permit IMA employees to access and process such data solely for the purposes of customer request completion, business administration, business reporting, statistical analysis and marketing of IMA products and services. IMA may share the business contact data among its affiliates. The circumstances under which disclosure within the IMA Group is permitted by law include disclosure to our subsidiaries TrueNorth, Inc. to provide information to you about those subsidiaries' investment management and securities brokerage services. We may use your information in order to contact you and send you information about the IMA Group or about our products and services. Specifically, we may use your email address to send you newsletters about our products and services, company news and events or educational opportunities.

## SHARING INFORMATION OUTSIDE THE IMA GROUP

We do not disclose any nonpublic information about you to non-affiliated third parties, except as permitted by law. The circumstances under which disclosure to non-affiliated third parties is permitted by law include disclosures to insurance companies or insurance intermediaries to obtain any insurance coverage requested by you or to process insurance claims. The circumstances under which disclosure to non-affiliated third parties is permitted by law also include to our auditors, appraisers and legal advisors, in response to a court order, governmental authorities pursuant to legal process, to prevent fraud, and/or disclosures to authorized third party service providers acting on our behalf, that perform marketing and other services for us, such as electronic enrollment service providers, to other financial institutions with which we have joint marketing agreements, such as banks, securities broker-dealers, registered investment advisors, and insurance providers.

## HOW WE PROTECT YOUR INFORMATION

We take commercially reasonable steps to ensure that your information is kept safe from unauthorized access. We may use physical, electronic and procedural safeguards to protect your private information and to assist us in preventing unauthorized access to that information.

To fulfill our privacy commitment, we take certain actions which may include:

- Adopting policies and procedures that put in place physical, electronic and other safeguards to keep your personal information safe;
- Striving to maintain the accuracy of your information and promptly responding to any questions or concerns you may raise in its regard;
- Requiring third parties that perform services for us to have standards to keep your information confidential;
- Protecting information of our former clients to the same extent as our current clients.

Despite reasonable technological measures taken by us, technology can be bypassed and we cannot guarantee privacy of your information. You agree that we shall not be responsible for any loss, damages or liability arising from the information you provide to us in any way and you shall have no recourse against us, or any employee, officer, director, shareholder, agent or representative for such loss, damage, liability.

## REQUESTS FOR YOUR INFORMATION AND OPT OUT RIGHTS

To the extent provided by applicable federal or state law, you may have certain rights to access and correct the information we have collected about you. Additionally, if you have questions or would like to request that your information not be shared among the IMA Group, please contact the IMA Compliance Department at [privacy.officer@imacorp.com](mailto:privacy.officer@imacorp.com). If you wish to correct your information we may take reasonable steps to ensure your identification before making the requested corrections. You can opt out of receiving any promotional emails that we send to you by sending an email requesting to be removed from the email list at [privacy.officer@imacorp.com](mailto:privacy.officer@imacorp.com) or by clicking on the unsubscribe link at the bottom of the email you receive from us.

## OUR POLICY REGARDING DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to our privacy policy, or the breach of our privacy policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## RESERVATION OF RIGHT TO DISCLOSE INFORMATION IN UNFORESEEN CIRCUMSTANCES

In connection with the sale or potential sale or transfer of all or part of our company or its assets, we reserve the right to sell or transfer your information to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be our successor in interest with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy policy.

Revised January 2018

This notice is for information only. We reply is necessary. If you have questions about any of these terms, please contact us at [info@imacorp.com](mailto:info@imacorp.com).

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# A.M. BEST

## Guide to A.M. Best's Insurer Financial Strength Ratings

The objective of Best's rating system is to provide an opinion as to an insurer's financial strength and ability to meet ongoing obligations to policyholders. Opinions are derived from an evaluation of a company's balance sheet strength, operating performance and business profile as compared with Best's quantitative and qualitative standards. Best's Ratings may be viewed at [www.ambest.com](http://www.ambest.com). Best's ratings are not a warranty of a company's financial strength and ability to meet its ongoing obligations to policyholders.

**A++ and A+ (Superior):** Assigned to companies which have, in balance, superior balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have a very strong ability to meet their ongoing obligations to policyholders.

**A and A- (Excellent):** Assigned to companies which have, in balance, excellent balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have a strong ability to meet their ongoing obligations to policyholders.

**B++ and B+ (Very Good):** Assigned to companies which have, in balance, very good balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have a good ability to meet their ongoing obligations to policyholders.

**B and B- (Good):** Assigned to companies which have, in balance, fair balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have an ability to meet their current obligations to policyholders, but their financial strength is vulnerable to adverse changes in underwriting and economic conditions.

**B+ and C- (Marginal):** Assigned to companies which have, in balance, marginal balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have an ability to meet their current obligations to policyholders, but their financial strength is vulnerable to adverse changes in underwriting and economic conditions.

**C and C- (Weak):** Assigned to companies which have, in balance, weak balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have an ability to meet their current obligations to policyholders, but their financial strength is very vulnerable to adverse changes in underwriting and economic conditions.

**S (Under Regulatory Supervision):** Assigned to companies (and possibly their subsidiaries/affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint, whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.

**IF (In Liquidation):** Assigned to rated companies which have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company.

**U (Rating Suspended):** Assigned to companies that have experienced sudden and significant events affecting their financial position or operating performance whose rating regulations could be impacted due to a lack of timely or adequate information.

**Not Rated Categories (NR):** Assigned to companies that are not rated by A.M. Best.

**U (Under Review):** Under Review (U) Rating Modifiers are assigned to Best's Ratings and Financial Performance Ratings to identify companies whose rating opinions are Under Review and may be subject to near-term change.

## Financial Size Categories (FS)

Assigned to all companies and reflects their size based on their capital, surplus and conditional reserve levels in millions of U.S. dollars, using the scale below.

I	less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	greater than 2,000
VIII	100 to 250		

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**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE SPECIAL BOARD MEETING  
5:00 p.m., Thursday, May 28, 2020 – Dankert Board Room/Zoom**

**STAFF ATTENDANCE**

Kim Krull	Lora Jarvis *Z
Bill Young *Z	Christy Streeter *Z
Esam Mohammad *Z	Jessica Ohman *Z
Kent Williams *Z	Lori Winningham *Z
Shelley Stultz *Z	Tom Borrego *Z

**BOARD ATTENDANCE**

Mary Martha Good \*Z  
Jim Howell  
Doug Law  
Lance Lechtenberg  
Forrest Rhodes \*Z (Joined at 5:14)  
Shelby Smith  
Julie Winslow

(\*Z – Denotes attendance via Zoom)

**CALL TO ORDER**

Chair Howell called the regular monthly meeting of the Board of Trustees to order at 5:02 p.m.

**EXECUTIVE SESSION**

Trustee Winslow moved that the Board recess into executive session to discuss confidential employee information pursuant to the open meetings exception for personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy and that the Trustees, President Kim Krull and Vice Presidents Kent Williams, Bill Young, Jessica Ohman, Lori Winningham, Tom Borrego, Esam Mohammad and Shelley Stultz, and Dean Christy Streeter be included. Trustee Lechtenberg seconded. The motion passed unanimously.

The open meeting will resume here in the Dankert Board Room in 90 minutes.

The Board entered executive session at 5:05 p.m.

The Board returned to open session at 5:54 p.m.

**ADJOURNMENT**

Trustee Winslow moved to adjourn. Trustee Lechtenberg seconded. The motion passed unanimously. The special meeting of May 28, 2020 was adjourned at 5:55 p.m.

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Doug Law – Secretary

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

**REPORT:**

Bills and Warrants for May 2020 - \$6,060,975.40 (includes Expenditure Approval List - \$2,857,279.71 and Payroll - \$3,203,695.69).

**RECOMMENDED ACTION:**

Approval of May 2020 bills and warrants.

**RECOMMENDED FUNDING SOURCE:**

Submitted by:

Sariah Wilson

Supervisor:

Yolanda Hackler

Date:

June 1, 2020

<b>RESOLUTIONS</b>
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**TOPIC for ACTION**  
**Payment of Claims**

**REPORT:**

The administration is requesting approval to continue the current procedure for payment of claims consistent with Resolution 98-4 which was adopted October 13, 1998:

BE IT RESOLVED that subject to prior Purchase Policy, the Trustees hereby approve the payment of any and all "claims" that are part of the approved Budget. The Trustees further authorize the Administration to pay any claims arising from the approved Budget. This approval and authority is provided pursuant to K.S.A. 12-105 (b) et seq.

When this resolution was adopted, it was the intent of the Board of Trustees to approve the resolution annually as a routine item.

**RECOMMENDED ACTION:**

The administration is requesting approval to continue the current procedure for payment of claims for the 2018-19 budget year consistent with Resolution 98-4.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by:	Yolanda Hackler
Supervisor:	Kent Williams
Date:	June 1, 2020

**TOPIC for ACTION**  
**Designation of Depository Accounts for 2020-2021**

**REPORT:**

The College will be maintaining the following bank accounts during fiscal year 2020-2021.

**Commerce Bank El Dorado**

- Claims Account
- Payroll Account
- Flex Plan Account (Employee payroll 125 plan deductions)
- Wire Transfer Account
- Federal Fund and Escrow Account
- Student Loan Account

**Freedom 1<sup>st</sup> Federal Credit Union**

Butler of McConnell Checking Account - This account is used for depositing funds collected at McConnell. These funds are then transferred to the claims account.

**Andover State Bank**

Butler of Andover Checking Account - This account is used for depositing funds collected at Andover. These funds are then transferred to the claims account.

**Emprise Bank - Council Grove**

Butler of Council Grove Checking Account - This account is used for depositing funds collected at Council Grove. These funds are then transferred to the claims account.

**The Central Bank**

Butler of Marion Money Market Account - This account is used for depositing funds collected at Marion. These funds are then transferred to the claims account.

**American State Bank**

American State Bank Checking Account - This account is used for depositing funds collected at Rose Hill. These funds are then transferred to the claims account.

**RECOMMENDED ACTION:**

We will be maintaining the above listed accounts during fiscal year 2020-2021. We recommend that the Board pass a motion to approve these accounts.

**RECOMMENDED FUNDING SOURCE:**

Operating budget of College.

Submitted by:	Kim Sherwood
Supervisor:	Kent Williams
Date:	6/1/2020

**TOPIC for ACTION**  
**Adoption of Resolution 20-08**

**REPORT:**

**RESOLUTION 20-08**

WHEREAS, on the 12th day of May, 2020, the Board of Trustees of Butler Community College by Resolution duly adopted, took action to notify Donnie Smith of the Board's intent to non-renew his contract for the 2020-2021 school year and;

WHEREAS, Butler Community College Human Resources department gave written notice to Donnie Smith on the 13th day of May, 2020 that it was the intent of the Board of Trustees not to renew his contract for the 2020-2021 school year and;

WHEREAS, after extensive consideration and thorough discussion, the Board has determined that the matter should be resolved as follows;

NOW, therefore, be it resolved by the Board of Trustees of Butler Community College:

1. That the contract of Donnie Smith not be renewed for the 2020-2021 school year.
2. That Butler Community College Human Resources department give Donnie Smith personally or by restricted mail, written notice of this resolution.

Adopted this 9th day of June, 2020 by the Board of Trustees of Butler Community College, El Dorado, Butler County, Kansas.

**RECOMMENDED ACTION:**

Adoption of Resolution 20-08

**RECOMMENDED FUNDING SOURCE:**

Not Applicable

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kimberly Krull
Date:	June 9, 2020

## **BIDS AND PURCHASES**

### **TOPIC for Action Fiber Hardening Project**

#### **REPORT:**

Butler Community College must strategically continue to develop its physical environment to be robust for the latest technology advancements and for disaster recovery in case of a natural or manmade disaster. Information Services is diversifying the fiber interconnectivity to prevent outages that could impact Instructional and Business operations. In order to reduce overall costs of this project by \$15,000.00, Facilities Management will trench and lay new conduit for fiber routes and purchase fiber directly to ensure a reduction in overall cost. Information Services is recommending services from Vision Communications to relocate existing fiber, run new fiber and splice all fiber in concurrence with this project.

#### **RECOMMENDED ACTION:**

The Board approve the purchase of Fiber Services from Vision Communications for \$44,133.00

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

FY20 Information Services Technology Project Fund \$44,133.00

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

Supervisor: Dr. Kim Krull

Date:



May 19<sup>th</sup>, 2020 (Rev #6)

Vision Communications Ks, Inc. is pleased to offer our proposal for the installation & related hardware for the **Butler community college data center migration**. Included is our scope of work and pricing.

#### **Scope of Work**

- Provide and install (5) new Corning 4RU rack mount fiber termination housings along with the necessary LC SM coupler packs, splice cassettes, & ribbonized LC SM pigtails. The 5<sup>th</sup> LIU will house the 48 strand fiber from the network closet in building 100, this will leave 10 open bays in the LIU for future additions.
- The (2) 48 count fibers from both the stadium and the lower basement to be spliced and extended to the hand holes. A new closet to be established on the South side of building 200 and will require a new 48 strand fiber to building 100 (Closet buildout by others). Building 100 will also require an interlocking armored 48 strand fiber from the network closet to the new data center.
- Vision to install (3) 432 count ribbon type fiber cables (this combination allows for 144 open strands for DR or future). Fiber to be terminated in the new data center ahead of the scheduled cutover. This will allow just the need for splicing into the existing cables within the hand hole & final testing in order to allow minimal downtime for the campus.

#### **Pricing**

**\$44,133.00**

**We have excluded the following: Underground construction, conduit / tracer wire installation, Hand Hole installation, & conduit risers /penetrations into the building.**

Note: Tax not Included (Please provide project exemption certificate)

Should you have any questions concerning this proposal, please call me at 634-6747

Sincerely,  
Vision Communications KS, Inc.  
Chris Dobosz

<b>RATIFICATION OF AGREEMENTS AND CONTRACTS</b>
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**TOPIC for ACTION**  
**Clinical Affiliation Site Agreement - Salem Home**

**REPORT:**

The Butler Community College Flint Hills campus needs additional Long Term Care Clinical Affiliation sites to accommodate the State required Clinical learning experiences for Nursing Assistant and Medication Aide students

**RECOMMENDED ACTION:**

Approval of the Salem Home, Long Term Care Facility, in Hillsboro, Kansas.

**FUNDING SOURCE:**

There is no funding needed for this Clinical Affiliation Agreement.

**Submitted by:**

Beth B. Eagleton, PhD, MN, RN  
Associate Dean of Nursing and Allied Health

**Supervisor:**

Christy Streeter, Dean of Health, Education & Public Services

**Date:**

May 12, 2020





## Clinical Affiliation Agreement

Between

Butler Community College

And

Salem Home-Hillsboro, Kansas

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

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

1. The College assumes full responsibility for offering the Allied Health curriculum and other related courses. Its faculty will be qualified both as teachers and as competent Registered Nurses in the State of Kansas.
2. The Facility will maintain the standards required for a care facility in the State of Kansas.
3. The Facility will make available to the students and faculty of the College a conference room or break room, when available.
4. The faculty of the College will notify the Facility's administration in advance, of its planned schedule of clinical experiences at the Facility, including the dates, number of students and types of experiences.

5. The College will provide instructor(s) for teaching and supervision of students assigned to directed learning experiences and retains direct responsibility for the control, supervision and evaluation of its students.
6. The Facility will provide adequate staffing in the clinical areas so that no student or faculty member will be expected to give service to patients in the Facility apart from that rendered for its educational value as a part of the planned nursing curriculum.
7. Students and faculty of the College will abide by existing rules and regulations of the Facility insofar as they may pertain to their activities while in the Facility. The College will assume the responsibility for maintaining discipline among its students and will consider any breach in confidentiality to be an infraction of the rules and regulations of the Facility calling for appropriate discipline.
8. Members of both the Facility nursing staff and the nursing faculty of the College will cooperate in concurrent and terminal evaluation of these learning experiences.
9. The College will provide the Facility with an appropriate certificate of insurance stating that each student, faculty member, or other agent of the College, while performing any of the duties or services arising in the performance of this Agreement, shall have liability insurance in a minimum amount of one million dollars (\$1,000,000.00). A copy of the policy or a certificate of insurance providing coverage to cover the Academic Term will be provided to the Facility. The College will hold the Facility harmless for any and all liability for damages to any person and/or property of any and all persons, resulting from the operations of the College's educational program including the faculty and students.
10. The Facility agrees to provide liability coverage for the operation of its facility and hold the College harmless for any and all liability for damages to any person and/or property of any and all persons resulting from the operations of the Facility, exclusive of the services performed by the College, its faculty and students hereunder.
11. The Facility will regard students of the College, when assigned for clinical experience, as having the status of learners who will not replace Facility employees.
12. The Facility is responsible for the overall supervision and delivery of nursing care.

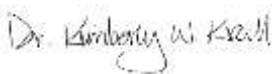
13. The Facility will retain the right to restrict a student, faculty member, or other agent of the College from participating in the clinical experience or from the Facility grounds for good cause shown. The basis for such a restriction shall be presented in writing to the individual responsible for the clinical experience from the College.

**BUTLER COMMUNITY COLLEGE**

**DATE**

**SALEM HOME**

**DATE**

  
\_\_\_\_\_  
Dr. Kimberly Krull  
President

5/11/2020

\_\_\_\_\_  
Peter Mungai  
CEO

**BUTLER NURSING PROGRAM CONTACT:**

Beth B. Eagleton, PhD, MN, RN  
Associate Dean of Nursing and Allied Health  
901 S. Haverhill Road  
El Dorado, Kansas 67042

**TOPIC for ACTION**  
**Workforce Alliance of South Central Kansas**  
**Memorandum of Agreement for Provision of Services**

**REPORT:**

The purpose of this Memorandum of Agreement (MOA) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations, responsibilities and expectations. This MOA is also intended to contribute to a cooperative and mutually beneficial relationship between the Local Area IV Workforce Development Board (LWDB) and Eligible Education/Training/Apprenticeship Providers, to coordinate resources to prevent duplication and ensure the effective delivery of services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies.

**RECOMMENDED ACTION:**

Ratify the MOA and contract Amendment between Butler and The Workforce Alliance of South Central Kansas for timeframe July 1, 2020 to June 30, 2021.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by: Peggy Krause, Director, Curriculum and Catalog  
Supervisor: Lori Winningham, Vice President of Academics  
Date: May 26, 2020

## Local Workforce Development Area IV

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# MEMORANDUM OF AGREEMENT

## Between the Local Area IV Workforce Development Board and Local Area IV Eligible Education/Training/Apprenticeship Providers

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### I. PURPOSE OF MEMORANDUM OF AGREEMENT

A. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations, responsibilities and expectations. This MOA is also intended to contribute to a cooperative and mutually beneficial relationship between the Local Area IV Workforce Development Board (LWDB) and Eligible Education/Training/Apprenticeship Providers, to coordinate resources to prevent duplication and ensure the effective delivery of services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies.

B. PERIOD OF RELEVANCE: This MOA is designed to serve as a record of the relationship of the signatories from July 1, 2020 until June 30, 2021 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature. A review will be conducted annually for modification and/or amendment. Upon agreement by the parties, the MOA will be renewed for each Program Year based on annual reviews and subsequent modification and/or amendment.

### II. INTRODUCTION/BACKGROUND

The Local Area IV Workforce Development Board and the Eligible Education/Training/Apprenticeship Provider developed this Memorandum of Agreement to ensure that the following principles are implemented.

### III. PARTIES TO THE MEMORANDUM OF AGREEMENT

A. The Local Area IV Workforce Development Board and Butler Community College are the Parties to this Memorandum of Agreement.

#### B. AMENDMENTS:

1. The information contained in this MOA may be modified or amended by written consent of the parties. The parties understand and agree that all the terms and conditions of the MOA are binding upon any subsequent modification or new agreement. Any request to amend a provision should

be made in writing to the Local Area IV Workforce Development Board and must be agreed to by all parties in writing. Changes particular to a party's service responsibility or individual program delivery methodology are to be communicated but are not considered amendments to the MOA.

2. It is understood by the parties that each should be able to fulfill its role in full accordance with any federal and state laws and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement consistent with federal, state or local statutory, regulatory or policy mandates, the affected party should immediately provide written notice of their intent to amend or modify the Agreement at least 30 days in advance of effectuating the amendment or modification.

#### C. MISCELLANEOUS:

1. NO INDEMNIFICATION AND LIABILITY: By executing this MOA each partner agrees to work together to deliver services for employers, employees and those seeking employment. However, the partners are not legally "partners" to the extent that term encompasses joint and several liability. Each party under this MOA is responsible for its own employees, representatives, agents and subcontractors.
2. MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES: All parties identified in this MOA or in supplemental agreements to this MOA will respect each others' organizational practices and management structures in the provision of services under the MOA. No party shall be deemed to be an agent or employee of any other party. No party shall have authorization, express or implied, to bind another party to any agreement, liability, or Agreement except as expressly set forth herein. Each party shall be solely responsible for the acts of its employees and agents. At all times during the term and performance of this MOA, the parties shall comply with all applicable Federal and State laws, regulations, rules or procedures, as these provisions currently exist, or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this agreement.
3. NO THIRD PARTY BENEFICIARIES: The parties signing this agreement are the only parties to the agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.
4. ENTIRE AGREEMENT: This agreement sets forth the full and complete Agreement of the parties, as of the date hereof, and relating to the subject matter hereof. It supersedes any and all other agreements regarding the same subject matter, oral or written, made or dated prior thereto.

#### IV. TERMS OF THE AGREEMENT:

A. The Local Area IV Workforce Development Board agrees:

1. To obtain an individual Release of Information from each participant.
2. To notify the Education/Training/Apprenticeship Provider of its intention to pay, and authorize payments within 30 days of billing.
3. To notify the provider in writing of intent to pay by way of a voucher on behalf of a participant. The voucher will detail the amounts and timeframe that will be funded by the LWDB. Participants should not be allowed to begin training without a completed written voucher.
4. To respond to requests for information timely.
5. To make payments for a semester, quarter or course only. No advance payments will be made. Payment will be made by the end of the term.
6. No payments will be made for classes previously failed or withdrawn from.
7. To discontinue benefits if progress is not made per WIOA guidelines (2.0 GPA).

B. Butler Community College agrees:

1. To provide necessary information to the LWDB as requested and released by the participant at no charge.
2. To make refunds to the LWDB if a participant drops a course as provided in the provider's refund policy.
3. To apply financial aid, both public and private, to the participant's balance prior to applying any payment from the LWDB. Any overage resulting for which the participant may be eligible is to be refunded to the LWDB.
4. To keep Education/Training/Apprenticeship Provider information and individual program information, including cost, updated annually in KANSASWORKS.
5. To provide program performance information as requested.
6. The LWDB will notify the provider in writing of intent to pay by way of a voucher on behalf of a participant. The voucher will detail the amounts and timeframe that will be funded by the LWDB. Participants should not be allowed to begin training without a written voucher.
7. Tools, books, uniforms or other materials purchased by the LWDB remain the property of the LWDB until the participant successfully completes training. If a participant returns to the provider items purchased by the LWDB, the provider must return those items to the LWDB.

DocuSigned by:

*Keith Lawing*

For the LWDB

5/20/2020 | 10:59

Date

DocuSigned by:

*AM/POTIM Knoll*

For Butler Community College

5/19/2020 | 1:17 PM PDT

Date



## TOPIC for ACTION

### REPORT:

Agreement with CSC, Inc. to deliver a professional and top level CDL training program.

BETA is requesting approval of the Board to enter into an agreement with CSC, Inc. to create revenue for BETA/Butler CC by promoting, registering and scheduling Class A and Class B CDL training with no upfront financial cost to Butler CC. Butler CC receives a management fee and revenue generated above the expenses incurred by CSC, Inc. We will be placing students into existing classes at a cost of \$2910 per student for CDL-B and \$3710 per student for CDL-A. CSC will invoice BETA a flat \$2810 or \$3610 depending on truck rental. BETA will Net a minimum of \$2210 per class (2 students), more if there is no truck rental. We are currently under contract to provide CDL-B training for Schwann's in KS and OK. We are adding a vendor to provide some of this existing training and expand opportunities.

### RECOMMENDED ACTION:

The Board approve the attached contract/agreement for signature.

### RECOMMENDED FUNDING SOURCE:

There is no upfront financial commitment with this agreement. BETA will collect payment from students prior to scheduling course.

Submitted by: Jon Cressler  
Supervisor: Michelle Ruder  
Date: 5/27/2020





**CORPORATE SAFETY COMPLIANCE, INC.**  
**9335 W. 53<sup>rd</sup> Street North PO Box 556**  
**Maize, Kansas 67101-0556**  
**Phone: 316-201-6750 FAX: 316-201-6917**

**Consulting Agreement:**

This Consulting Agreement ("Agreement") is effective as of **June 1, 2020** ("Effective Date"), and is entered into by and between Corporate Safety Compliance, Inc. ("CSC, Inc.") 9335 W. 53<sup>rd</sup> Street North Maize, Kansas 67101 and **Butler County Community College** ("Company") whose address is: **715 E 13<sup>th</sup> Street, Andover, KS 67002**

**1. Consultation Services.**

Company hereby engages CSC, Inc. and CSC, Inc. accepts such engagement to provide services in accordance with the terms and conditions set forth in this agreement. Specifically, CSC, Inc. shall provide safety consulting services for the Company. The specific services to be performed by CSC, Inc. are listed in SCHEDULE A shown below.

**2. Term of Agreement.**

The term of this agreement will begin on **June 1, 2020** and will remain in effect until the specific services listed in SCHEDULE A below are completed unless terminated by either party upon 30 days written notice to the other party.

**3. Location of Services.**

CSC, Inc. will perform services at the Company's various office locations and/or at other locations the Company may reasonably request and/or at the CSC, Inc. office location.

**4. Compensation and Expenses.**

In consideration of CSC, Inc.'s services during the term, the Company shall pay CSC, Inc. at the rate of **See Attachment A** per hour payable on receipt of invoice from CSC, Inc. In addition, during the Term, Company shall reimburse CSC, Inc. for out of pocket expenses incurred by CSC, Inc. in the performance of CSC, Inc.'s duties. These expenses shall include but not be limited to Controlled Substance Testing, DOT Physical Exams, State and Federal Registration Fees, and Travel/Meals/Lodging expenses incurred in the performance of CSC, Inc.'s duties.

**5. Independent Contractor.**

CSC, Inc. and Company agree that CSC, Inc. will act as an independent contractor in the performance of CSC, Inc.'s Services under this agreement. Nothing in this Agreement shall be construed to constitute CSC, Inc. as Company's partner, employee, or agent, nor shall either party have authority to bind the other in any respect, it being intended that CSC, Inc. shall remain an independent contractor solely responsible for CSC, Inc.'s own actions.

6. Company Responsibilities

Company understands and agrees that the work to be completed by CSC, Inc. is a cooperative effort between Company and CSC, Inc. and that certain information required to complete said work can only be provided by the Company. As such, the Company agrees to provide documentation, information, and access to Company employees so that the work can be completed in a timely manner. Company understands and agrees that delays on their part in providing information, documentation, or employee access may result in fines and/or judgments against the Company and that CSC, Inc. shall not be responsible in any way for said fines and/or judgments.

7. Indemnity

Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a breach by the indemnifying party of any of its warranties and covenants.

8. Confidential Information

CSC, Inc. acknowledges an obligation of confidence to the Company and its employees, and agrees that during the term of this Consulting Agreement and subsequent thereto, CSC, Inc. will not disclose to any third party or use any of its confidential information. Confidential information shall include but not be limited to financial information, medical records, controlled substance testing results, and MVR reports; CSC, Inc. agrees that upon termination of this Consulting Agreement that CSC, Inc. shall promptly deliver to the Company all confidential information.

9. Ownership of Forms & Documents

Company agrees that any and all documents and/or blank forms are the sole property of CSC, Inc. Company agrees to not copy, modify, or change any document or form without the expressed written consent of CSC, Inc. Completed forms are the property of the Company but may not be blanked out, copied, or reused in any fashion without the expressed written consent of CSC, Inc.

10. Severability

The invalidity, illegality, or unenforceability of any provision or part of this Consulting Agreement shall not affect the validity, legality, or enforceability of any other provision of this Consulting agreement, which shall remain in full force and effect.

11. Entire Agreement

This Consulting Agreement contains the complete and exclusive understanding of CSC, Inc. and the Company with respect to the matters contained herein. No waiver, alteration, or modification of any of the provisions of this Consulting Agreement will be binding unless in writing and signed by a duly authorized representative of the party to be bound. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Consulting Agreement.

BY: M. Harg CSC, Inc. DATE: 5-26-2020

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

**SCHEDULE A:**

CDL Class A or B Training: to include (1) full week of onsite preparation (5620 N 119<sup>th</sup> Street West, Maize, KS 67101) preparation of commercial driver training to obtain Class or B license from the designated State. This is maximum of (2) students per (1) instructor provided by CSC, Inc., including facility for training and driving range.

**\$2,800.00 per full week of (1) instructor**

CSC to provide training from 7:00am to 4:00 pm on scheduled week starting on Monday and completing on Friday (Friday course will be completed by 12:00pm). Participant/ student will be fully responsible for paying for all license fees and license at DMV (rates are provided in CDL manual for each state) Participant must hold CDL permit for 14-days prior to testing and provide the following items for testing to be completed: CDL permit and current regular license, DOT medical card, proof of address (such as bill or statement showing his/her mailing address)

1 day of classroom preparation of CDL permit: (2) student minimum and (20) student maximum- classroom training (1) instructor

CDL manual and practice test **\$10.00 per student**

Truck rental if needed- includes truck/ trailer/ and fuel **\$800.00 per week**

If student or BCCC provides the truck there is NO charge for truck rental- just the instructor as listed in line item (1) for the \$2,800.00 per week. (MAXIMUM 2 Students per instructor)

Initials: \_\_\_\_\_ (Company)



**CORPORATE SAFETY COMPLIANCE, INC.**  
**9335 W. 53<sup>rd</sup> Street North PO Box 556**  
**Maize, Kansas 67101-0556**  
**Phone: 316-201-6750 FAX: 316-201-6917**

Memorandum of Understanding

1. Scope of Partnerships:
  - a. The purpose of this partnership is to create a professional and top level CDL training program between Butler Community College and CSC, Inc.
2. Expected Outcomes:
  - a. The goal of this partnership is to provide companies and partners top trained CDL drivers whom have a complete understanding and responsibility of safety to operate a Commercial Motor Vehicle with a State CDL.
3. Roles and Responsibilities:
  - CSC, Inc.
    - Provide the classroom training and resources to assist the students in obtaining their CDL permit
    - Provide the instructor and facility to use for classroom, hands on training, and on the road training to obtain and pass their CDL test with licensed State examiner.
    - Provide licensed State examiner for each student to test
    - Provide necessary documents to show entry level driver training complete and all necessary documents
    - Points of Contact
      - Steve Kendall: 785-213-7521
      - [steve@cscks.com](mailto:steve@cscks.com)
      - Mike Harp: 316-640-6239
      - [Mike.harp@cscks.com](mailto:Mike.harp@cscks.com)
  - Butler Community College
    - Provide the online boarding of students and scheduling of classroom to assist with getting students enrolled into program
    - Provide all administrative documentation and steps in starting program and enrolling students
    - Points of Contact
      - Michelle Ruder: 316-218-6124
      - [Mruder1@butlercc.edu](mailto:Mruder1@butlercc.edu)
      - Jon Cressler
      - [Jcressler@butlercc.edu](mailto:Jcressler@butlercc.edu)
4. Formal evaluation process, including periodic reviews and the means to address problems as they arise:
  - a. CSC, Inc. and Butler Community College to hold quarterly meetings at facility to find ways to improve program, assure that all students are happy with training being provided, and review the pass rate from each class. Discuss any problems that may have come up and evaluate how to make sure we have minimal issues.
  - b. If a problem or issue arises during class, CSC, Inc. will contact Michelle Ruder and figure the best way to resolve at that time
  - c. CSC to provide Butler Community College a list of all students via training log- license- and pass/fail status
5. Dress and Attire:
  - a. Students will wear appropriate clothing anytime at the facility or being trained. Students can wear shorts if weather allows but need to be appropriate length. No cut off shirts or open faced shoes are allowed at any time
6. Please refer also to the following documents:
  - a. Consulting Agreement dated June 1, 2020
  - b. Course Outline Class

If anyone has any questions please feel free to contact Steve Kendall or Mike Harp.



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9335 W. 53<sup>rd</sup> Street North PO Box 556  
Maize, Kansas 67101-0556  
Phone: 316-201-6750 FAX: 316-201-6917

Course Outline Class B CDL:

LOCATION: 5620 N. 119<sup>th</sup> Street West Colwich, KS DO NOT GO TO MAIN  
OFFICE LOCATED AT 9335 W 53<sup>rd</sup> Street North

STUDENTS MUST HAVE INSTRUCTIONAL PERMIT IN PERSON AND HAVE FOR  
MINIMUM 14 DAYS PRIOR TO STARTING WEEKLY TRAINING

Day1:

- Classroom time to meet with "students/ drivers" to study and complete entry level driver training, training videos, all necessary paperwork completed, and sign in sheets. After lunch students are taken outside to be introduced to the equipment they will be testing in as well as start learning the inspection process

Day 2:

- Continue learning and examining equipment to learn inspection required by State. At this time student will learn how to inspect and point out all major components required by State(s) including but not limited to:
  - Under the hood, Brake Components, Fluid Levels, Hoses, Suspension, In Cab, Drive Line and Frame, etc.

- 
- Students will be shown skills area that they will be required to perform in order to obtain CDL license including but not limited to:
    - Straight Line Backing, Off Set Left, Off set right backing, Side side parallel park or curb side parallel park, 90 degree alley park, and other areas applicable for training/ testing
  - Students will start the on road skills

Day 3:

- Students will go to equipment and walk through vehicle inspection then start to work and practice on skills
- Students will also continue on road experience to learn skills to include but not limited to: shifting (if manual), lane position, turning, backing, hazard awareness

Day 4:

- Students will go to equipment and walk through vehicle inspection then continue driving on public roadways and learn shifting if applicable, merging, lane position, etc.

Day 5:

- Students will start morning with walk through vehicle inspection, practice skills in vehicle, then taken on Road Test to discuss merging, lane position, braking, etc.
- Students will take required State examination with licensed examiner



**TOPIC for ACTION**  
**McGraw Hill Inclusive Access**

**REPORT:**

McGraw Hill inclusive access makes digital texts available to students on their first day of study in Butler courses. The texts are incorporated in Butler's Learning Management System or LMS, Canvas, at a substantial savings over conventional textbooks. In May 2019, at the request of Associate Professor Matt Sanders and Dean Christy Streeter, Butler signed a pilot agreement with McGraw Hill for inclusive access texts in Human Performance (HP) courses. The success of the HP program encouraged other departments to adopt inclusive access texts in 29 additional courses. The attached amendment, which has been reviewed by Counsel, covers the 2-year term of the subscription plus a low-cost loose-leaf option sold through the Bookstore. Students may opt-out of the inclusive access program as required by law.

**RECOMMENDED ACTION:**

The Board ratify the attached amendment to the agreement with McGraw Hill, signed May 30, 2019, for its inclusive access textbook program, effective until May 31, 2022.

**RECOMMENDED FUNDING SOURCE:**

The cost of the texts will be billed to the students enrolled in the courses.

Submitted by:	Dr. Susan Bradley
Supervisor:	Lori Winningham
Date:	5/29/2020

## MHE Subscription and Product Purchase Agreement – Registration Page

This Subscription and Product Purchase Agreement (the "Agreement") by and between **McGraw-Hill Global Education, LLC** ("MHE") and **Burler Community College, El Dorado** ("Subscriber") consists of the following: (i) this Registration Page, (ii) the **Terms of Service** (available on the MHE website at <https://www.mheducation.com/terms-service.html>) (the "Terms of Service"), (iii) any purchase order(s) accepted by MHE, and (iv) any written addenda or amendments to any of the foregoing that are agreed to by both parties. In the event of a conflict between the terms of this Registration Page and the Terms of Service, the terms of this Registration Page will control. The Agreement shall be effective as of the date on which MHE has signed below (the "Effective Date").

1. **NAMES & ADDRESSES OF THE PARTIES.** MHE is a Delaware limited liability company with an address at 2 Penn Plaza, New York, NY 10121, Subscriber is a Junior/Community College with an address at 901 S Haverhill Rd El Dorado, KS.
2. **RELATIONSHIP OF THE PARTIES.** Subscriber's End Users (as defined in the Terms of Service) will use certain online educational products and services (the "Subscribed Materials" or "Services") and related content provided by MHE in connection with Courses offered by Subscriber. Subscriber and/or its End Users may provide personally identifiable information of the End Users to MHE in connection with accessing and using the Services. End Users will be required to agree to MHE's **Terms of Use** (available on the MHE website at <https://www.mheducation.com/terms-use.html>) and the **Privacy Notice** (available on the MHE website at <https://www.mheducation.com/privacy.html>), before accessing the Services. For the avoidance of doubt, if the MHE Solution (as defined in the Terms of Service) is integrated with Subscriber's learning management system ("LMS") through MH Campus, the **MH Campus Terms of Use** (available on the MHE website at <http://www.mheducation.com/highered/services/mhcampus/mhcampus-terms-of-use.html>) shall apply and shall not be superseded by the terms of this Agreement.
3. **DATA PRIVACY AND SECURITY.** MHE maintains reasonable procedures in accordance with its policies and practices and applicable law to protect the confidentiality, security, and integrity of personally identifiable information received by MHE in connection with provision of the Services to the End Users. The **MHE Data Privacy and Security Guidelines** are available on the MHE website at <https://www.mheducation.com/privacy/data-security-policy.html>.
4. **SUBSCRIBER ADOPTION**
  - 4.1. During the Term of this Agreement (a) Subscriber will adopt the Subscribed Materials and/or Services set forth in Exhibit A as the required Course materials and services for certain Courses offered by Subscriber ("Courses"), as further described in Exhibit A, and (b) Subscriber shall purchase and MHE shall provide access for each of the Registered Students in each Course for the discounted fees set forth in Exhibit A (the "Discounted Fees"). "Registered Students" shall mean the number of students that are enrolled in a Course, as indicated in the Census Report provided by Subscriber, or that accessed the Subscribed Materials after the Add/Drop Date as determined by MHE and/or the Platform Provider, whichever is greater.
  - 4.2. With respect to each Course, Subscriber will provide to MHE the requisite information set out on Exhibit A.
  - 4.3. Subscriber will notify MHE of the Subscribed Materials and/or Services to be adopted in each Course at least eight (8) weeks prior to the Course commencement and such notice shall constitute Subscriber's offer to purchase End User access to such Subscribed Materials and/or Services. Such notice may be in the form of one or more purchase orders to MHE, which shall be subject to acceptance by MHE and the terms of this Agreement. Terms and conditions contained on such purchase orders that are additional to or different from the terms of this Agreement (other than Bill-To, Ship-To and Product quantity information, desired delivery date(s) and other administrative information) shall not be enforceable.
5. **INDIVIDUAL SUBSCRIPTION AND ACCESS.** Subscriber shall not permit anyone other than the End Users to use or access the Subscribed Materials and/or Services. Subscriber may not share passwords or other login credentials provided for



accessing the Subscribed Materials and/or Services with third parties or among the End Users and shall advise its End Users that such sharing is not permitted. If requested by MHE, Subscriber shall cooperate with MHE in the investigation of any unauthorized use of the Subscribed Materials and/or Services of which Subscriber is made aware and use best efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use of the Subscribed Materials and/or Services by an End User, in addition to any remedies available herein, MHE may suspend or terminate such End User's access to the Subscribed Materials and/or Services (for example, by blocking an individual user's IP address or other means).

6. **CENSUS REPORTING.** Each academic term, within five (5) days after the final add/drop date for the Course (the "**Census Due Date**"), Subscriber will deliver to MHE at the address set out in Exhibit A a true and accurate "**Census Report**" setting forth, for each Course and the associated Subscribed Materials and/or Services, the number of Registered Students enrolled in that Course as of the Add/Drop Date, as well as any specific information set out in Exhibit A.
7. **TERM.** The term of this Agreement is for one (1) year from the Effective Date (the "**Term**").
8. **FEES; INVOICING; CENSUS PROVISIONS.**
  - 8.1. Discounted Fees are subject to bi-annual increases.
  - 8.2. MHE will invoice Subscriber after the Census Due Date the Discounted Fees for each Registered Student in the Census Report and Subscriber shall pay such invoice within thirty (30) days of the invoice date.
  - 8.3. As an alternative to the invoice provisions in Section 8.2, at MHE's option, and notwithstanding any other provision herein, MHE may invoice Subscriber the Discounted Fees for Registered Students who have accessed the Subscribed Materials and/or Services, based upon usage data available to MHE from the Solution, Platform Provider and/or systems that provide such access. Subscriber shall pay such invoice within thirty (30) days after the invoice date. Invoiced amounts are payable by Subscriber irrespective of the fees charged to Registered Students or received by Subscriber for access to the Subscribed Materials and/or Services. Subscriber may determine, in its sole discretion, the fees it charges Registered Students for access to the Subscribed Materials. Subscriber will pay any applicable sales, use or other tax related to the Subscribed Materials and/or Services, exclusive of taxes on MHE's income.
9. **ACCESS TO SUBSCRIBED MATERIALS.**
  - 9.1. MHE or a designated third-party provider shall provide End Users with access to the Subscribed Materials and/or Services as described herein. Subscriber shall create an individualized user name for each End User. Subscriber shall be solely responsible for keeping an accurate record of the user name assigned to each End User along with additional information that identifies End User's access to the Subscribed Materials and/or Services. The Subscription Term associated with the Subscribed Materials shall be as set forth in Exhibit A. Any access to Subscribed Materials and/or Services provided to the instructor (whether on a fee or no fee basis) for use in the Course shall be in the same format as provided to the student End Users in such Course.
  - 9.2. Access to Subscribed Materials that are not eBooks and/or Services will be delivered to Registered Students via an integration with Subscriber's LMS system.
  - 9.3. Access to Subscribed Materials that are eBooks will be delivered to Registered Students via a mutually agreed upon third party platform provider ("**Platform Provider**"). It is understood that Subscriber shall be responsible for entering into any necessary agreements with the designated Platform Provider in order to obtain access to the MHE eBooks through the Platform Provider's platform ("**Platform**") and Subscriber will be solely responsible for any fees payable to the Platform Provider for any such services and for arranging with the Platform Provider for integration of the Platform within the Secure Network (as described below). MHE shall have no responsibility for the obligations of the Platform Provider or for any failure by the Platform Provider to perform or to provide access to the MHE eBooks. In order to receive access to the Subscribed Materials via the Platform, End Users must agree to the Platform Provider's End User Agreement.

10. **ACCESS GRANT.** Subject to the payment of the fees to MHE in accordance with this Agreement, MHE hereby grants to Subscriber a non-exclusive, limited, non-assignable, non-transferable right to provide each End User access to the Subscribed Materials and/or Services via the MHE Website, subject to each End User first agreeing to the Terms of Use.
11. **SECURITY MEASURES.** Subscriber shall maintain, or caused to be maintained, a secure environment capable of receiving and allowing End Users to access the Subscribed Materials and/or Services, and shall use reasonably effective technological means, consistent with best industry practices, to monitor and prevent potential abuses and unauthorized use and access by End Users and others. A secure environment shall mean a network owned or operated by Subscriber or a third-party provider under contract with Subscriber, which environment shall ensure that Subscribed Materials and/or Services are only accessible to End Users approved by Subscriber, and who have paid the requisite fee, and whose identity is authenticated at the time of login (the "Secure Network"). Subscriber shall promptly notify MHE of any actual or suspected unauthorized access to the Subscribed Materials and/or Services through the Secure Network.
12. **SUSPENSION OF ACCESS.** MHE may, immediately upon providing written notice to the Subscriber, suspend the use of any or all of the Subscribed Materials and/or Services provided to Subscriber if MHE reasonably believes that access to the Subscribed Materials and/or Services has been obtained through Subscriber without the payment of fees to MHE or if Subscriber is in violation of its obligations under the Agreement. Upon termination or expiration of the Agreement, Subscriber and MHE shall immediately cease providing access to the Subscribed Materials and/or Services.

By signing below, the parties agree to be bound by the terms of the Agreement.

Subscriber: **Butler Community College, El Dorado**

By: Kimberly W Krull

Print Name: KIMBERLY W KRULL

Title: President

Date: 5/30/19

McGraw-Hill Global Education, LLC

By: Irene McGuinness

Print Name: Irene McGuinness

Title: V.P. Sales

Date: June 5, 2019 | 1:09 PM EDT

**Exhibit A**

*to Subscription and Product Purchase Agreement between **MHE** and Butler Community College*

**Section A: Specific MHE Subscribed Materials/MHE Services:**

Course Description	MHE Service	Discounted Fees per Registered Student	Subscription Term
HP 120 (Intro to Physical Ed)	CONNECT for LUMPKIN – Intro to Phys Ed, 10 e	\$60.00	One semester
HP 190 (Fitness and Wellness)	CONNECT for FAHEY-Fitness and Wellness 13e	\$60.00	One semester
HP 220 (Personal Health)	CONNECT for TEAGUE: Your Health Today, 7e	\$60.00	One semester
HP 275 (Intro to Ex Science)	CONNECT for WALTON – Foundation of Phys Ed, 19e	\$60.00	One semester
HP 280 (Athl Injuries)	CONNECT for PRENTICE - Essentials of Athletic Injury, 11e	\$60.00	One semester
HE 277 (Motor Learning)	CONNECT for MAGILL, Motor Learning	\$60.00	One semester
HE 279 (Sports Psychology)	CONNECT for WILLIAMS Applied Psychology 7e	\$60.00	One semester
HP 285/286	CONNECT for PRENTICE Essentials of Athletic Injuries	\$60.00	One Semester

**Section B : Connect/ALEKS/SIMNet Service:**

In addition to the specific MHE Services and Discounted Fees available for the corresponding Courses listed in Section A above, the following MHE Services at their Discounted Fees may be available for purchase from MHE by Subscriber for other courses.

Course Description	MHE Service	Discounted Fees per Registered Student	Subscription Term
Courses for which Connect is available from MHE	Connect	25% off Connect List Price	MHE specified subscription term for the specific Connect service
Courses for which ALEKS is available from MHE	ALEKS	20% off ALEKS List Price	MHE specified subscription term for the specific ALEKS service
Courses for which SIMnet is available from MHE	SIMnet	20% off SIMnet List Price	MHE specified subscription term for the specific SIMnet service

**Section C: Ebook Access**

Course Description	MHE Titled eBook	Discounted Fees per Registered Student	Subscription Term
Courses for which MHE Titled eBooks are available from MHE	<p>MHE Titled eBook in any of the following discount categories:</p> <ul style="list-style-type: none"> <li>• McGraw-Hill Technology Education (Discount Code CI, and CG),</li> <li>• McGraw-Hill Higher Education College special products (Discount Code CI), and</li> <li>• McGraw-Hill Higher Education Study Guides (Discount Code SG)</li> </ul> <p>MH Professional Print Books are not included</p>	\$35.00	365 days

Subscribed Materials/Services requested for specific Courses must be submitted in writing by Subscriber not less than eight (8) weeks prior to Course commencement.

**Subscriber's Add/Drop Dates for the next t (3) Academic Terms:**

Fall 2019: Aug 26<sup>th</sup>

Spring 2020: Feb 4<sup>th</sup>

Summer 2020: July 1

**Delivery of Census Report:**

Subscriber shall deliver the Census Report to MHE to the attention of:

auditbilling@mheducation.com

Subscriber's point of contact responsible for delivery of Census Report to MHE:

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

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Amendment to the  
Subscription and Product Purchase Agreement

This Amendment (the “**Amendment**”) is made by and between **McGraw Hill LLC** (“MH”) successor to McGraw-Hill Global Education, LLC located at 1325 Avenue of the Americas, New York, NY 10019 and **Butler Community College, El Dorado** (“Subscriber”), and is incorporated into and shall form a part of the **Subscription and Product Purchase Agreement** June 45, 2019 (the “**Agreement**”). This Amendment shall be effective as of the date on which MHE has signed below (the “Amendment Effective Date”). All capitalized terms not defined herein shall have the same meaning as in the Agreement. In the event of a conflict between the Agreement and the Amendment, the terms of this Amendment will control.

**WHEREAS**, the parties wish to amend the Agreement to extend the Term and to modify the products and or services in Exhibit A to the Agreement.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Amendment to the Agreement**

1.1 Section 7 “Term” of the Agreement is deleted in its entirety and replaced with the following new Section 7:

“7. Term. The Term of this Agreement commences on the Effective Date and terminates on May 31, 2022. Subscriber payment obligations set forth in the Agreement survive any termination of the Agreement.”

1.2 In Section 8 “Fees; Invoices; Census Provisions,” the following new subsection 8.4 is added:

“8.4 With respect to loose leaf material purchases, Subscriber will pay MH the loose leaf fees listed in Exhibit A and set forth in MH invoices within thirty (30) days from the invoice date.”

1.3 A new section 13 “Loose Leaf Material Purchase Option” is added to the Agreement as follows:

“13. LOOSE LEAF MATERIAL PURCHASE OPTION. Loose Leaf material may be purchased pursuant to the terms of this Agreement and the additional terms and Discounted Fees are set forth in Exhibit A.”

1.4 Exhibit A to the Agreement is deleted in its entirety and replaced by Exhibit A dated May 8, 2020, a copy of which is attached hereto and incorporated into the Agreement by this reference.

**2. Incorporation of Amendment.** As of the Amendment Effective Date, all the provisions of this Amendment shall be deemed to be incorporated in, and made a part of, the Agreement and the Agreement, as amended by this Amendment shall be read, taken and construed as one and the same instrument. Except as otherwise expressly modified herein, the Agreement shall remain in full force and effect, in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives.

**Butler Community College, El Dorado**

**McGraw Hill LLC**

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

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

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

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

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

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

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

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



**Exhibit A dated May 8, 2020**

*to Subscription and Product Purchase Agreement between **MH and Butler Community College***

**MH Subscribed Materials/MH Service:**

Subscriber agrees to pay the e following Discounted Fees to MH for the MH Subscribed Materials and MH Services listed that MH may make available to Subscriber and Subscriber may order from MH.

**Section A: Connect – Hardside/Softside Disciplines**

Course Description	MH Subscribed Materials and Services	Discounted Fees (per Student per Course)	Subscription Term
<u>One Semester</u> Courses in <b>Hard Side</b> disciplines listed in <u>Attachment 1</u> to this Exhibit A for which Connect is available from MH ( <b>Note 1</b> )	Connect	\$60.00/Hard Side Discipline Course	MH national subscription term for the specific Connect service
<u>Two Semester</u> Courses in <b>Hard Side</b> disciplines listed in <u>Attachment 1</u> to this Exhibit A for which Connect is available from MH ( <b>Note 1</b> )	Connect	\$80.00/Hard Side Discipline Course – Full amount due in First Semester Payment	MHE national subscription term for the specific Connect service
<u>One Semester</u> Courses in <b>Soft Side</b> disciplines listed in <u>Attachment 1</u> to this Exhibit A for which Connect is available from MH ( <b>Note 1</b> )	Connect	\$50.00/Soft Side Discipline Course	MH national subscription term for the specific Connect service
<u>Two Semester</u> Courses in <b>Soft Side</b> disciplines listed in <u>Attachment 1</u> to this Exhibit A for which Connect is available from MH ( <b>Note 1</b> )	Connect	\$80.00/Soft Side Discipline Course – Full amount due in First Semester Payment	MH national subscription term for the specific Connect service
<u>One Semester</u> Courses for which Connect Math Hosted by ALEKS is available from MH	Connect Math Hosted by ALEKS	\$60.00	MH national subscription term for Connect Math Hosted by ALEKS

**Note 1:** MHE may add additional Hardside/Softside disciplines from time to time. In the event that there is any conflict as to whether a discipline is classified as Hardside or Softside or any conflict as to whether MHE Connect is classified as Hardside or Softside service or materials, such classification(s) will be determined by MHE.

**Section B: Loose Leaf Upgrade**

For each Registered Student for whom access to Connect has been purchased from MH by the Subscriber at the Discounted Fees set forth above, a loose-leaf version of the text in Connect may be ordered by the Subscriber from MH for availability to the Registered Student at the Subscriber bookstore, for an additional payment as follows:

Hardside Loose Leaf – 1 semester course – 15.00

Softside Loose Leaf – 1 semester courses – 10.00

Hardside or Soft Side Loose Leaf -2 Semester course – 30.00

Loose leaf is not available for purchase as a standalone product at these fees.

MH delivery of loose leaf material purchased from MH by Subscriber shall occur at MH's warehouse, or MH's designated ship-from location in the U.S. on the date specified by MH at which time MH will make such loose leaf material available for pick-up by Subscriber's designated carrier ("Delivery"), and upon such Delivery, title to and risk of loss of the loose leaf material will pass from MH to Subscriber. The designated carrier will be Subscriber's carrier.

Titles requested for specific Courses must be submitted in writing by Subscriber not less than eight (8) weeks prior to Course commencement.

**Subscriber's Add/Drop Dates for the next four (4) Academic Terms:**

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**Delivery of Census Report:**

Subscriber shall deliver the Census Report to MH to the attention of: [auditbilling@mheducation.com](mailto:auditbilling@mheducation.com)

Subscriber's point of contact responsible for delivery of Census Report to MHE: \_\_\_\_\_

**Attachment A  
To  
EXHIBIT A**

Classification	Discipline	Classification	Discipline
Hardside	CALCULUS	Softside	ANTHROPOLOGY
Hardside	COLLEGIATE MATH	Softside	HEALTH
Hardside	GENERAL STATISTICS	Softside	HISTORY
Hardside	ALEKS PREP, PLACEMENT AND LEARNING	Softside	PHYSICAL EDUCATION
Hardside	MATHEMATICS	Softside	POLITICAL SCIENCE
Hardside	F.A. DAVIS NURSING	Softside	SOCIOLOGY
Hardside	MASSAGE THERAPY	Softside	COMPUTER APPLICATIONS
Hardside	P.S. HEALTH OCCUPATIONS	Softside	COMPUTER CONCEPTS
Hardside	P.S. PUBLIC SAFETY	Softside	MANAGEMENT INFO SYSTEM
Hardside	AGRICULTURE/FORESTRY	Softside	MICROSOFT LEARNING
Hardside	APPLIED BIOLOGY	Softside	NETWORKING, CERTIFICATION & SECURITY
Hardside	BOTANY, ZOOLOGY, ECOLOGY AND EVOLUTION	Softside	OLD CIT
Hardside	CELL & MOLECULAR BIOLOGY	Softside	P.S. KEYBOARDING
Hardside	MAJORS BIOLOGY	Softside	PROGRAMMING, DBMS & WEB DEV
Hardside	MICROBIOLOGY	Softside	SIMNET



Hardside	NON-MAJORS BIOLOGY	Softside	P.S. MANAGEMENT
Hardside	NUTRITION	Softside	STUDENT SUCCESS
Hardside	BUSINESS MATH	Softside	BUSINESS CAREERS
Hardside	BUSINESS STATISTICS	Softside	CAREER BUSINESS COMMUNICATION
Hardside	ECONOMICS	Softside	INTRO TO BUSINESS
Hardside	FINANCE	Softside	BUSINESS COMMUNICATIONS
Hardside	INSURANCE	Softside	MANAGEMENT & OB
Hardside	OPERATIONS AND DECISION SCIENCES	Softside	MARKETING
Hardside	REAL ESTATE	Softside	ART
Hardside	CHEMISTRY	Softside	CAREER PSYCHOLOGY
Hardside	CIVIL ENGINEERING	Softside	FILM AND THEATER
Hardside	COMPUTER SCIENCE	Softside	HUMANITIES
Hardside	ELEC & COMPUTER ENGINEERING	Softside	MUSIC
Hardside	ENGINEERING GRAPHICS	Softside	PSYCHOLOGY
Hardside	ENVIRONMENTAL SCIENCE	Softside	COMMUNICATION
Hardside	GENERAL ENGINEERING	Softside	COMPOSITION
Hardside	GEOGRAPHY	Softside	DEVELOPMENTAL ENGLISH
Hardside	GEOLOGY	Softside	ENGLISH LITERATURE
Hardside	HIGHER MATH	Softside	JOURNALISM
Hardside	INDUSTRIAL ENGINEERING	Softside	P.S. BUSINESS COMMUNICATION

Hardside	MECHANICAL ENGINEERING	Softside	PHILOSOPHY & RELIGION
Hardside	P.S. MECHANICAL ENGINEERING	Softside	CRIMINAL JUSTICE
Hardside	P.S. PHYSICS	Softside	EDUCATION
Hardside	P.S. TRADE & TECHNICAL	Softside	FRENCH
Hardside	PHYSICAL SCIENCE - ASTRONOMY	Softside	GERMAN
Hardside	PHYSICS	Softside	ITALIAN
Hardside	ACCOUNTING	Softside	JAPANESE
Hardside	BUSINESS LAW	Softside	OTHER FOREIGN LANGUAGE
Hardside	CAREER BUSINESS LAW	Softside	SPANISH
Hardside	MHHE SSG Sales - SEM	Softside	SSG
Hardside	MHHE SSG Sales - Engineering	Softside	COMBOS - HSSL
Hardside	MHHE-SSG SALES - B&E	Softside	B&E OTHER
Hardside	B&E OTHER	Softside	SOCIAL SCIENCE OTHER
Hardside	SCIENCE OTHER	Softside	SOCIAL WORK
		Softside	OTHER HUMANITIES
		Softside	P.S.ABE/ESL/GED

MH may add additional Hardside/Softside disciplines from time to time. In the event that there is any conflict as to whether a discipline is classified as Hardside or Softside or any conflict as to whether MH Connect including a MH titled textbook is classified as Hardside or Softside service or materials, such classification(s) will be determined by MH.

**TOPIC for ACTION**  
**Verba/Vital Source Agreement**

**REPORT:**

Verba/Vital Source provides inclusive access textbook management services across publishers. Because inclusive access texts by McGraw Hill and other publishers have been adopted by academic departments and will be available to Butler students in their course shells on their first day this fall, Verba has been selected to provide ready, low-cost technical coordination of this information in Banner, Booklog, and Canvas and assist in accurate, timely student billing as well as future planning through reports. Not only does the billing involve multiple publishers and data sources, but also several parts-of-term or class lengths and the student ability to opt-out of the textbook purchase. Adoption of Verba is pending Compliance, NDA, and Counsel review.

**RECOMMENDED ACTION:**

The Board ratify the attached agreement between Vital Source Technologies LLC and the College effective from the date of signing for a 12-month period.

**RECOMMENDED FUNDING SOURCE:**

The cost of the inclusive access textbook management service will be billed to the students enrolled in the courses and opting to use the books. For example, the price of McGraw Hill inclusive access texts would include Verba costs ranging from \$3.13-5.00 each depending on text type and semesters of use.

Submitted by:	Dr. Susan Bradley
Supervisor:	Lori Winningham
Date:	5/29/2020

## **MASTER SUBSCRIPTION AGREEMENT**

### **SIGNATURE INSTRUCTIONS**

There are two components to this document:

- (1) Order Form; and
- (2) Master Subscription Agreement.

Once the order form is signed, subsequent renewals or the addition of new products and services can be initiated without signing another Master Subscription Agreement, simply through the execution of additional order forms.

**1. Please Sign - note that two (2) signatures are required on this document.**

- ☐ Order Form, page 2 of this document.
- ☐ Master Subscription Agreement, usually found on page 10 of this document.

**2. Please return all pages of the Order Form and Master Subscription Agreement.**

**Order Form No. 1**

**Software Services:**

PRODUCT/SERVICE	EFFECTIVE DATE	TERMINATION DATE	COST PER MONTH	TOTAL COST
Verba Compare, <u><b>Exhibit A</b></u>				
Verba Compete, <u><b>Exhibit B</b></u>				
Verba Collect, <u><b>Exhibit C</b></u>				
<b>Total Software Services Subscription Fee</b>			\$0.00	

**Studio and Digital Content Distribution and Access:**

PRODUCT/SERVICE	Yes	No
Studio, <u><b>Exhibit D</b></u>	<b>X</b>	
Digital Content Distribution and Access, <u><b>Exhibit E</b></u> Enables digital content fulfillment and/or Inclusive Access management	<b>X</b>	

	By	Title	Signature	Date Signed
<b>Client</b>				
<b>VST</b>	Jared Pearlman	Vice President, Product and Operations		
<b>Order Form Effective Date</b>		<b>June 1, 2020</b>		

This Order Form is governed by the terms and conditions contained in the Master Subscription Agreement, executed contemporaneously herewith by and between Butler Community College (“Client”) and VitalSource Technologies LLC (“VST”) and adds or amends the products/services identified herein.

## **MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement (“**Agreement**”) is made and entered into as June 1, 2020 (the “**Effective Date**”) by and between VitalSource Technologies LLC (“**VST**”), a Delaware limited liability company, having principal offices at 227 Fayetteville Street, Suite 400, Raleigh, NC 27601 and Butler Community College, having principal offices at 901 S Haverhill Rd, El Dorado, Kansas 67042-3280 United States (“**Client**”). VST and Client may collectively be referred to as “**Parties**” and/or individually as “**Party**”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. Definitions.**

- (a) Bookshelf: means the VST platform where end-users can access eTextbooks, both the online and the offline versions.
- (b) Client Content: means any marks, domain names, logos, proprietary or copyrighted material, software, and other materials of Client that Client provides to VST to facilitate VST’s provision of the Service.
- (c) Client Data: means all electronic data or information submitted by Client or Users when using the Service.
- (d) Client’s Website: shall mean a website URL and associated code and/or other website designated in writing by Client.
- (e) Content Provider: means Digital Content owner that Client may contract with to obtain distribution rights.
- (f) Digital Content: means Content Provider’s owned or licensed content in digital form.
- (g) Digital Content Distribution and Access: means Digital Content access to Users as further defined in Exhibit E.
- (h) Digital Content eTextbooks: means Content Provider’s owned or licensed content in eTextbook form, hosted on Service, and not hosted on a Content Provider’s proprietary platform.
- (i) Digital List Price (“DLP”): means Content Provider’s suggested selling and rental prices for Digital Content.
- (j) Merchant: means an online website, owned by parties other than VST or Client, from which Users may engage in financial transactions for goods and services.
- (k) National Catalog: means Digital Content that VST is authorized and licensed to distribute through third-party resellers and clients.
- (l) Service: means any of the VST tools and services for which Client contracts, Software Services, and Digital Content Distribution and Access, that are provided by VST.
- (m) Software Services and VST Platform: mean Verba Compare, Verba Compete, Verba Collect, Verba Connect, VitalSource Manage, Studio and other applications as updated from time to time by VST.
- (n) Software Services Subscription Fee: means the agreed upon cost of the selected Software Services.
- (o) Users: mean Client’s employees, consultants, and students who use the Service, either directly or through an interface.
- (p) Studio: means the online, web-based digital content authoring platform.
- (q) Verba Compete: means the online, web-based textbook marketplace analytics provided to Client by VST.

- (r) Verba Compare: means the online, web-based comparison shopping service through which Users can compare offers from Client and other Merchants provided by VST.
- (s) Verba Collect: means the online, web-based textbook adoption and management service provided for Client and Client's faculty by VST.
- (t) VitalSource Manage: means VST's proprietary digital content and user management system.

## **2. Service.**

- (a) VST Responsibilities. VST shall:
  - i. Make the Service designated on the Order Form above, as of the Order Form Effective Date, available to Client pursuant to the terms and conditions set forth in this Agreement.
  - ii. In addition to confidentiality obligations in Section 5, maintain the security and integrity of the Service and Client Data.
  - iii. Provide telephone and online standard support to a designated representative of Client at no additional charge.
  - iv. Ensure that the Service performs substantially in accordance with the support documentation.
  - v. Use commercially reasonable efforts to make the Service generally available twenty-four (24) hours a day, seven (7) days a week, except for:
    - Planned downtime (of which VST shall give at least eight (8) hours' notice via the Service or by email); and
    - Any unavailability caused by the actions of the Merchants and Content Providers included in the Service; or, any unavailability caused by circumstances beyond VST's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving VST employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within VST's possession or reasonable control, and network intrusions or denial of service attacks.
- (b) Provider Enhancements. Beyond the obligations of Section 2(a), VST may engage in partnerships with other technology providers to enhance the VST Services. These enhancements are not guaranteed as part of the Service and may cease to be available during the course of this Agreement. Termination or impairment of these enhancements shall not constitute material breach of this Agreement.
- (c) Client Responsibilities. Client is responsible for all activities under Client's User account. Further, Client shall:

- i. Have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data;
  - ii. Use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify VST promptly of any such unauthorized use as soon as it is discovered
  - iii. Comply with all applicable local, state, federal, and foreign laws in using the Service and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted therein
  - iv. Provide all required assistance, information, materials, and code to VST to set up the interface to Client's Website and ensure that Client's Website maintains the infrastructure necessary to support the interface.
- (d) Use Guidelines. Client shall not:
- i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement;
  - ii. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
  - iii. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
  - iv. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs;
  - v. interfere with or disrupt the integrity or performance of the Service or the data contained therein;
  - vi. attempt to gain unauthorized access to the Service or its related systems or networks; or
  - vii. circumvent or disable any technological or security features or measures in the Services, including, without limitation, attempting to discern the source code for the Software Services.
- (e) Publicity. Upon prior notification, either Party may include the name and logo of the other Party's campus store or institution in lists of Clients, vendors, or generic partners on either Party's website, blog, social networking account,



and press releases. In addition, VST may use Client Data in a non-identifying manner to publicize the results of Client's use of the Service.

### **3. Payment Terms.**

- (a) Payments. Client will pay to VST the Software Services Subscription Fee as indicated in the initial Order Form due within thirty (30) days of the Effective Date. All other payments hereunder shall be due and payable within thirty (30) days including subsequent Order Forms. In the event of any delinquency in any payments due, VST may, at its sole option, suspend use of the Service until all delinquent payments have been made and may require advance payments if it deems it necessary. Client's failure to adhere to the payment obligations under this Section 3 will be considered a material breach of this Agreement. If Client legitimately disputes any amount due hereunder, then Client shall pay to VST all undisputed amounts due, provide to VST a detailed written description and the basis for the Client's dispute, and cooperate with VST in promptly resolving the dispute.
- (b) Credit Review. Client acknowledges and agrees that VST may conduct periodic credit reviews of Client's account, and Client shall cooperate with VST by providing financial statements and other reasonable information to VST. VST may, in its sole discretion based upon Client's supplied information or other information VST receives, adjust the payment terms and credit limit extended to Client by notifying Client via email or otherwise. If Client has not brought its account in line with the new credit limit within five (5) business days after such notification, VST may, in its sole discretion, take one or more of the following actions:
  - i. disable or suspend Client's integration to prevent the further dissemination of Digital Content;
  - ii. convert Client's business model to direct student pay;
  - iii. suspend student User access to Digital Content supplied yet not paid for; and
  - iv. terminate this Agreement.
- (c) Taxes. Client will be responsible for paying any taxes, including sales and use, value added, goods and services and other similar governmental charges, levies or impositions, if any, assessable upon such fees and expenses pursuant to applicable law (excluding taxes imposed upon VST's net income, net worth or capital, or the like) in the manner prescribed by applicable law. Taxes do not include interest, penalties, or additions to taxes. In the event VST determines taxes are applicable to the Services, VST will provide Client with sufficient detail concerning the nature of the product(s) sold or services rendered under this Agreement and the taxes charged with respect thereto to allow Client to verify the accuracy of the taxes charged. If applicable resale and/or other exemptions apply, Client agrees to provide documentation required by the taxing jurisdiction to validate such exemption. Until such time as valid documentation is supplied, VST will be required to charge any applicable tax.

#### 4. **Proprietary Rights.**

(a) Reservation of Rights. Client acknowledges that in providing the Service, VST utilizes:

- i. Verba and VitalSource names and derivative names, Verba, VitalSource, and derivative logos, Verbasoftware.com and vitalsource.com domain names, the product and service names associated with the Service, and other trademarks and service marks;
- ii. certain audio and visual information, documents, software and other works of authorship; and
- iii. other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information (collectively, “**VST Technology**”) and that the VST Technology is covered by intellectual property rights owned or licensed by VST (collectively, “**VST IP Rights**”). Other than as expressly set forth in this Agreement, no license or other rights in or to the VST Technology or VST IP Rights are granted to Client, and all such licenses and rights are hereby expressly reserved. The foregoing includes any work performed pursuant to Section 3 above. Upon VST’s request, Client shall promptly provide VST with copies of all Client Content required by VST to provide the Services under this Agreement. Client hereby grants to VST a limited, non-exclusive, non-transferable license to use the Client Content solely in connection with providing Services.

(b) Client Restrictions. Client shall not:

- i. modify, copy, or create derivative works based on the Service or VST’s Technology;
- ii. disassemble, reverse engineer, or decompile the Service or VST Technology, or access it in order to:
  - build a competitive product or service;
  - build a product or service using similar ideas, features, functions, or graphics of the Service;
  - demonstrate product or service to competitive product or service providers; or
  - copy any ideas, features, functions, or graphics of the Service.

(c) Client expressly authorizes VST to use any Client Data transmitted to VST, except personally identifiable student information (“**Student PII**”), and share such Client Data with partners to provide the Service to Client and for other related purposes. In addition, VST is hereby authorized to use any Student PII received pursuant to this Agreement and shared with Client’s agreed-upon publishers and related software providers to the extent necessary for the provision of the Service and in compliance with FERPA regulations to the extent applicable.

#### 5. **Confidentiality.**

(a) Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given

the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Service, the VST Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
  - ii. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
  - iii. was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; and
  - iv. is received from a third party without breach of any obligation owed to the Disclosing Party.
- (b) Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
- (c) Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.
- (d) Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- (e) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

## **6. Warranties & Disclaimers.**

- (a) Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement. VST represents and warrants that:
- i. it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof;
  - ii. it owns or otherwise has sufficient rights to the Service and the VST Technology to grant the rights and licenses granted herein; and

- iii. the Service and VST Technology do not infringe any intellectual property rights of any third party.

VST will use commercially reasonable efforts to correct or repair any non-conformance to such warranty standards of the Service. If VST is unable to correct or repair any such non-conformance, Client may terminate this Agreement.

- (b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VST HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- (c) Mutual Indemnification.
  - i. Client Indemnification. Client shall, at its own expense, defend, hold harmless and indemnify VST and its affiliates, and their officers, directors, employees and contractors, from any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Liabilities**") to the extent such Liabilities arise out of or in connection with any third party claim that the Client Website or any part thereof, infringes any patent, copyright, trademark, trade secret, moral, or any other intellectual property rights of such third party. VST shall promptly notify Client in writing of any such claim and allow Client to control the defense and settlement of such claim, provided that VST may participate in the defense and settlement at its own expense with counsel of its own choosing. Client shall not agree to any settlement of claims against VST or other indemnified parties, without VST's prior written consent.
  - ii. VST Indemnification. VST shall, at its own expense, defend, hold harmless and indemnify Client and its affiliates, and their officers, directors, employees and contractors, from any and all Liabilities to the extent such Liabilities arise out of or in connection with any third party claim that the Service as provided by VST hereunder, infringes any patent, copyright, trademark, trade secret, moral or any other intellectual property rights of such third party. Client shall promptly notify VST in writing of any such claim and allow VST to control the defense and settlement of such claim, provided that Client may participate in the defense and settlement at its own expense with counsel of its own choosing. VST shall not agree to any settlement of claims against Client or other indemnified parties, without Client's prior written consent. VST shall have no obligation pursuant to this paragraph for claims or Liabilities to the extent same result from VST's compliance with the Client's detailed specifications. This paragraph states VST's sole liability and Client's exclusive remedy in respect of any intellectual property infringement.

## 7. **Limitation of Liability.**

- (a) Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION AND THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID AND DUE HEREUNDER.
- (b) Exclusion of Consequential and Related Damages. EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION AND THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS,

LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY LOSS OF DATA OR GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- (c) Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

## **8. Term and Termination.**

- (a) Term of Agreement. The term of this Agreement shall begin on the Effective Date and continue for one (1) year (the “**Initial Term**”). After the Initial Term, this Agreement will automatically renew for additional one (1) year terms (each, a “**Renewal Term**”), unless either Party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.
- (b) Software Services Subscription Fee after the Initial Term. A new Order Form must be submitted prior to or during any Renewal Term to maintain Services that are subject to a Software Services Subscription Fee.
- (c) Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days’ written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- (d) Outstanding Fees. Termination shall not relieve VST of the obligation to pay any fees or Commissions accrued or payable to Client prior to the effective date of termination.

## **9. General Provisions.**

- (a) Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.
- (b) Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email.
- (c) Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- (d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- (e) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that neither Party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the consent of the other Party, except that either Party may, without the consent of the other Party and upon notice to the other Party, assign or transfer this Agreement in whole or in part

to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of the business unit conducting the business of such Party.

- (f) Governing Law and Venue. This Agreement shall be governed exclusively by the internal laws of the State of Tennessee, without regard to its conflicts of laws rules. The state and federal courts located in or near Davidson County, Tennessee, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.
- (g) Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.
- (h) Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms executed hereunder, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of such exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- (i) Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement as of the Effective Date.

**VITALSOURCE TECHNOLOGIES LLC**

**Butler Community College**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jared Pearlman

Name: Kimberly Krull

Title: Vice President, Product and Operations

Title: President

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

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

## **EXHIBIT A**

### **Verba Compare**

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Compare, subject to the terms and conditions herein.

#### **1. Definitions.**

- (a) Commission: means fees paid to VST from Merchant and from VST to Client.
- (b) Client's Website: shall mean a website and the associated code comprising same and/or other websites designated in writing by the Client.

#### **2. Rights Granted.**

- (a) VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Compare to provide Users comparison offers from Client and other Merchants provided by VST.

#### **3. Affiliate Merchant Relations and Integration.**

- (a) If Client utilizes Verba Compare, VST shall make available a standard interface that allows the relevant Service(s) to be utilized from Client's Website.
- (b) If Client utilizes Verba Compare, VST and Client will jointly agree upon Merchants to be included in Verba Compare for Client. Should one or more Merchants cease operations or withhold functionality necessary for inclusion in Verba Compare, VST and Client shall jointly agree upon alternative Merchant(s).
- (c) If Client utilizes Verba Compare, then Client warrants its receipt of applicable program terms for the Merchants included in Verba Compare to Client.
- (d) If Client violates the terms of service for one of the Merchants included in Verba Compare, VST, at its discretion, may determine that violation to be cause for immediate termination of this Agreement or may remove the relevant Merchant from the Service to Client.
- (e) If Client utilizes Verba Compare, then Merchants, their agents and associated advertisers, included in Verba Compare are expressly exempt from any liability to Client. Client understands and agrees that VST has several agreements with Merchants and that when Users utilize Verba Compare, certain of these Merchants will be recommended as websites for Users to make purchases. In conjunction with these purchases, VST may be entitled to Commissions.
- (f) VST will pay Client a Commission per purchase via Verba Compare at the rates for the period in which the Commission is generated as described in the support documentation.
- (g) VST will issue to Client payment of Commissions received from each Merchant twice a year. Commissions earned from October 1 – February 28/29 will be paid in May, and commissions earned from March 1 – September 30 will be paid in November. VST may withhold payment of Commissions to Client if Client's account falls into delinquency. VST will not pay Client any commissions from purchases made by Client and/or generated in Verba Compete.

- (h) In the event that any Merchant in Verba Compare terminates its relationships with VST or with a class of participants that VST believes includes Client or VST, VST will inform Client of this event and offer to promptly remove Merchant from Client's Verba Compare. Upon being informed of affiliate termination, Client may choose to remove the terminating Merchant from Verba Compare by informing VST.
- (i) In the event that a Merchant terminates as described in this Section, and Client chooses to retain the Merchant in the Service, Client will be responsible for establishing their own affiliate relationship(s) with Merchants and for the collection of their own future affiliate Commissions from said Merchants for the duration of the Agreement.



## **EXHIBIT B**

### **Verba Compete**

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Compete, subject to the terms and conditions herein.

#### **1. Verba Compete Terms.**

- (a) VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Compete in order to access web-based textbook marketplace analytics provided to Client by VST.
- (b) If Client violates the terms of service for one of the Merchants in Verba Compete, VST, at its discretion, may determine that violation to be cause for immediate termination of this Agreement or may remove the relevant Merchant from the Service.

## **EXHIBIT C**

### **Verba Collect**

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Collect, subject to the terms and conditions herein.

#### **1. Verba Collect Terms.**

- (a) VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Collect, in order to provide Users web-based textbook adoption and management service provided for Client; and
  - i. if Client utilizes Verba Collect, VST shall make available a standard interface that allows the relevant Service(s) to be utilized from Client's Website.

## **EXHIBIT D**

### **Studio**

Client, if indicated on Order Form, desires to obtain a license to access and use Studio, subject to the terms and conditions herein.

**1. Studio Terms.** VST hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Studio to create and customize Digital Content in accordance with the terms of this Agreement and/or to use the Faculty Upload feature governed by these Studio terms. Client hereby grants a limited, non-exclusive license to VST solely to host Digital Content uploaded, modified and/or created by Client or Client's authorized users ("Client Digital Content") for the purposes of enabling Client to access and use Studio or Faculty Upload and to produce Client Digital Content.

**2. Additional Representation and Warranties; Indemnification.** Client represents and warrants to VST with respect to Client Digital Content that: (a) Client is owner or authorized licensee of all rights necessary and appropriate to access and use Studio to create and modify the Client Digital Content, as well as to grant to VST the license to host and enable such Client Digital Content; (b) it does not and shall not infringe any copyright, trademark, trade secret or other intellectual property or proprietary right, or violate any right of privacy, publicity or other right of any person; (c) it does not and shall not violate any applicable laws or regulations, including without limitation any export controls; (d) it does not and shall not contain any recipes, formulae or instructions that, if implemented, might be injurious to the End-User or others; and (e) it does not and shall not contain any viruses, Trojan horses, trap doors, worms or any other malicious computer programming routines that might damage a computer system. Client shall, at its own expense, defend, hold harmless and indemnify VST and its affiliates, and their officers, directors, employees and contractors, from any and all Liabilities to the extent such Liabilities arise out of or in connection with any third party claim that the Client Digital Content or any part thereof, infringes any patent, copyright, trademark, trade secret, moral, or any other intellectual property rights of such third party.

**3. Fees.**

<b>Module</b>	<b>Fee</b>	<b>Description</b>
Platform and maintenance	Waived	Unlimited products and users.  Client Digital Content developed in Studio can only be distributed to end-users via an ingestion into the VitalSource Bookshelf platform. Please contact your representative if you would like permission to download or deliver content through a distribution platform other than VitalSource Bookshelf.
Distribution through Bookshelf (IA)	\$4.00 per unit	Client acknowledges that the Price Per Title shall be \$4.00 in Inclusive Access/course fee, or institution paid models, and Client shall pay per Code as per Exhibit E.

Module	Fee	Description
Distribution through Bookshelf (non-IA)	\$7.00 per unit	Client acknowledges that the Price Per Title shall be \$7.00 in all other scenarios, and VST shall charge Client or Client's students as per Exhibit E.

**Payment Terms:** VST shall submit quarterly invoices for the units (codes) based on the fees outlined above. Statements for each invoice period shall be appropriately detailed to support the activity reported during the statement period. VST shall forward all invoices, statements, and payments to a designated address provided by Client and Client shall have forty-five (45) days to pay any such invoice. Each Party shall be responsible for any tax liability it incurs due to the performance of its duties under this Agreement.

## **EXHIBIT E**

### **Digital Content Distribution and Access**

Client, if indicated on Order Form, desires to obtain a license to access and the VST Platform, in order to provide access to Digital Content for its faculty, staff and students, subject to the terms and conditions herein.

#### **1. Definitions.**

- (a) **Census:** means the date on which each course enrollment is closed, and the official number of enrolled students is determined.
- (b) **Codes:** means the codes that provide access to Digital Content to the Client's faculty, staff, and students when redeemed in Bookshelf or on Content Provider's hosted platform.
- (c) **Connect Net Price:** means the Price Per Title minus the Client's margin.
- (d) **Connect Unit:** means each Billable Unit for which Client utilizes the Verba Connect platform.
- (e) **Inclusive Access:** means the program by which course materials are provided to students electronically through a mandatory or opt-out payment policy through institutional billing to students.
- (f) **National Catalog:** means Digital Content that VST is authorized and licensed to distribute through third-party resellers and Clients.
- (g) **Payment Agent:** means when Client purchases Digital Content directly from Content Providers and authorizes VST to bill Client on Content Provider's behalf.
- (h) **Price Per Title:** means the price of each title be as agreed between Client and Content Provider(s) and between Client and VST, as applicable, to Client or if leveraging the National Catalog shall be the DLP.
- (i) **Verba Connect:** means the suite of web-based tools that assist Client and course material publishers with managing the distribution of Inclusive Access course materials provided to Client.

## 2. **Rights Granted.**

- (a) Content License Granted to Client. Subject to the terms and conditions set forth in this Agreement, VST hereby grants to Client for the term of this Agreement a nontransferable, nonexclusive limited license to access and use Digital Content distributed to Client through the VST Platform, solely for educational purposes, and solely for use by Client's faculty, staff and students. All uses of the Digital Content are subject to the following conditions:
- i. Client may not erase, delete, or modify any proprietary notices;
  - ii. Client agrees that it shall not distribute, copy, publish, or display the Digital Content except as provided in this Agreement;
  - iii. Client agrees that it shall not allow the Digital Content to be provided by Client to various resellers, distributors and/or other third parties without the express written permission of VST; and
  - iv. Client acknowledges and agrees that each Client User of the Digital Content shall be required to assent to the Terms and Conditions of Use, as modified from time to time in VST's sole discretion, found at <http://support.vitalsource.com>.
- (b) Platform License Granted to Client. Subject to the terms and conditions set forth in this Agreement, VST grants to Client a non-exclusive, non-sublicensable, and non-transferable license to access and use the VST Platform to distribute Digital Content to authorized Users. If applicable, VST grants to Client the right to link or integrate the VST Platform with Client's learning management system, or other Client IT system in order to enable the distribution of Digital Content as provided herein. Access to and use of certain VST APIs may be subject to additional terms and conditions provided through VST's API portal website. Such terms and conditions must be acknowledged and assented to prior to access and use of such APIs. Client shall not, and shall not permit its appointed authorized users (each an "**Authorized VST Platform User**") to: (i) allow anyone other than Authorized VST Platform Users to access and use the VST Platform; (ii) use the VST Platform for any technology-based service business in which their sole business purpose is to make its resources (computers, people) available to others in volume for a fee, including but not limited to a merge/purge, list maintenance, or fulfillment service. Client shall not reverse assemble or reverse compile in whole or in part the VST Platform. If Client becomes aware of unauthorized access or the misuse of the VST Platform, it shall immediately notify VST of the same.
- (c) Digital Content License Granted to VST. Insofar as Client owns Digital Content or has licensed Digital Content from Content Providers, Client hereby grants to VST for the term of this Agreement, a non-transferable, non-exclusive, limited license (without the right to sublicense) to provide Client and its Users with access to such Digital Content, consistent with the license terms Client obtained from Content Providers, through the VST Platform, solely for the purpose of VST performing its obligations under this Agreement.

## 3. **Pricing and Reporting.**

- (a) Content Pricing. If Client enters or modifies prices in the VST Platform, then VST is not liable for the accuracy of aforementioned prices and resultant payment amounts to third parties.
- (b) Pricing Restrictions. If Client uses the National Catalog, certain Content Providers' prices may not be altered by the Client. The list of Content Providers with aforementioned pricing restrictions can be provided to Client upon request.

#### **4. Verba Connect: Inclusive Access Management.**

- (a) Verba Connect: Inclusive Access Management. If indicated on the Order Form, Client will use Verba Connect to manage their Inclusive Access program and hereby designates VST as Client's exclusive Payment Agent for Inclusive Access unit payments owed to Content Providers and related software providers.
- (b) Verba Connect Fees For Participating Publishers. Participating publishers, which will be provided in writing to the Client prior to the first day of the semester, Client shall collect and remit to VST the Connect Net Price for each Connect Unit payable as defined below.
- (c) Verba Connect Fees For Non-Participating Publishers or E-Texts Other than Bookshelf. VST shall be Client's Payment Agent and Client shall collect and remit to VST the Connect Net Price for each Connect Unit plus the five percent (5%) VST transactional fee for each Connect Unit payable as defined below.

#### **5. Payments and Fees.**

- (a) Billable Units shall be:
  - i. For Inclusive Access Based Courses: The number of enrolled students for each identified course as of Census, minus any students that use an Opt-Out Process if one is identified, multiplied by each unique title assigned.
  - ii. All Other: All Codes created by Client's students via a point of sale, ecommerce sale, learning management system link or sale, through an opt-in program, or any other method.
- (b) Opt-Out Process. If applicable, VST and Client shall mutually approve an opt-out mechanism, subject to the provisions of Content Provider agreements and/or prior to the start of the semester.
- (c) Enrollment Reporting. If payments require reporting from the Client, Client shall provide reports that detail: (i) each title and its ISBN, per course; (ii) the total number of enrolled students, per title, per course, as of Census; and (iii) the Price Per Title, when applicable. Client will deliver such reports to VST within fifteen (15) days of each course Census.
- (d) Client shall be invoiced for the number of Billable Units at the Price Per Title or the Connect Fees if it is a Connect Unit, unless the Content Provider, Client, and VST have agreed that the Content Provider shall directly bill the institution. In that case VST shall bill Content Provider in accordance with its agreements with such Content Providers.
  - i. Client POS and White Label Ecommerce Discount. If Client resells Digital Content from the National Catalog through Client's point of sale that has a direct VST provided integration or through VST's white label ecommerce, then those Billable Units shall have a discount for the sales of Digital Content eTextbooks hosted on Bookshelf and Digital Content Courseware hosted by Publishers at the rates for the period in which the transaction is generated as described in the support documentation.

## SUPPLEMENTAL INFORMATION

Office of Research and Institutional Effectiveness

215 BOE

(316) 322.3338



### Butler Community College Key Performance Indicators

KPI	Definition	Goal	CURRENT OUTCOME
Completion (Grad rates and transfer 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	Graduation rate= 26% Transfer rate = 30%  (2018 = 26%; Transfer = 26%)
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 % (2018 = 60 %)
CTE placement rates <i>Updated in spring</i>	Job placements of completers/leavers of Butler CTE programs	Exceed 79%	76.3% (2018 = 77%)
Transfer GPA <i>Updated in spring</i>	GPA of Butler transfers to WSU compared to native students	Exceed native GPA	Average GPA of new Butler transfers = 3.22; average hours transferred=49.85; peer basket average GPA 3.23 and 47.89 hours transferred. (Fall 2017 Average GPA of new Butler transfers = 3.20; average hours transferred 48.74; peer basket average GPA 3.17 and 47.35 hours transferred).

### KBOR PERFORMANCE AGREEMENT OUTCOMES

GOAL	KBOR Mandated Baseline	OUTCOME Year 2
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	Marketing
Responsible individual	Kelly Snedden
Report for the BOT meeting of	June 9, 2020
Strategic Goal: <b>Contribute to our Communities</b>	Priority Number: <b>3b</b> (Create quarterly newsletters to inform public of college commitments and successes)

### Narrative

The Community Connections newsletter launched in 2019 with the goal to better connect with the college's tax base in Butler County as well as with partners, and civic and industry leaders within the college's service area and Wichita/metro area. Communication from the college was a repeated need identified from the 2018 Butler for Butler conversations and the Board of Trustees Listening Tours.

*Community Connections* is scheduled for three times per year and is distributed, print or email, to all Butler County homes and businesses. The publication is also accessible on the college's website at [butlercc.edu/community](http://butlercc.edu/community).

### Current Outcomes

- The spring 2020 issue was completed in May 2020, which was later than intended.
- 22,699 printed copies were mailed.
- 520 emails were sent externally. Within 2.5 hours of sending there were 117 opens and 45 clicks which equated to a click to open rate of 25.42% and a click through rate of 9.24%. Industry rates show the newsletter is trending well, beating industry-average CTO rates of 23.4% and CTR of 3% according to [campaignmonitor.com](http://campaignmonitor.com).

### Action items for future outcomes

1. Marketing continues to explore web systems and approaches for a stronger online web presence with greater mobile functionality.
2. Because the spring version was released later than planned, we are contemplating only doing a digital version over the summer to avoid printing costs.
3. The next full issue is scheduled for September

### Strategic Alignment

Contribute to our Communities  
Institutional Effectiveness



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

Department/Project Name	Strategic Planning
Responsible individual	Kim Krull
Report for the BOT meeting of	June 9, 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 is scheduled for June 30<sup>th</sup> to review progress on the current strategic planning goals as well as set priorities and the planning cycle for the upcoming year. A strategic planning work session will be scheduled in July with the Board.

### 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	Finance
Responsible individual	Kent Williams
Report for the BOT meeting of	June 9, 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.

Due to the anticipated decrease in revenue resulting from the COVID-19 pandemic 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. The administration will present a budget update at the June board meeting and a preliminary recommended budget at the July board meeting. The final budget recommendation will be made to the board at the August board meeting in order to comply with statutory timelines.

### 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 5/31/2020

FISCAL YEAR 20, PERIOD 11  
Operating Funds 1100, 1200, 1500

	2020				2019			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
REVENUES:								
Tuition/Fees	18,744,257	19,358,223	(613,966)	103.28%	19,843,385	20,279,366	(435,981)	102.20%
Local Sources	14,960,063	9,427,529	5,532,534	63.02%	14,733,876	9,191,711	5,542,165	62.38%
State Sources	15,870,398	15,672,196	198,202	98.75%	15,278,990	14,899,077	379,913	97.51%
Auxiliary Sources	17,724	12,378	5,346	69.84%	17,724	14,425	3,299	81.39%
Other Sources	1,042,959	639,731	403,228	61.34%	942,039	722,792	219,247	76.73%
Transfers	82,134	63,352	18,782	77.13%	422,397	362,892	59,505	85.91%
TOTAL REVENUES:	50,717,535	45,173,409	5,544,126	89.07%	51,238,411	45,470,264	5,768,147	88.74%
EXPENSES:								
Instruction	16,060,086	13,345,510	2,714,576	83.10%	15,920,102	13,296,143	2,623,959	83.52%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Public Service	0	0	0	0.00%	0	0	0	0.00%
Academic Support	3,548,664	2,902,924	645,740	81.80%	3,606,603	3,054,094	552,509	84.68%
Student Services	6,634,087	5,232,150	1,401,937	78.87%	6,553,950	5,412,463	1,141,487	82.58%
Institutional Support	17,026,800	15,297,239	1,729,561	89.84%	16,627,710	14,622,269	2,005,441	87.94%
Physical Plant Operations	3,474,006	2,462,433	1,011,573	70.88%	3,314,569	2,392,145	922,424	72.17%
Student Financial	3,610,385	3,204,516	405,869	88.76%	3,645,385	3,543,158	102,227	97.20%
Auxiliary Enterprise	251,400	0	251,400	0.00%	205,000	0	205,000	0.00%
TOTAL EXPENSES:	50,605,428	42,444,772	8,160,656	83.87%	49,873,319	42,320,272	7,553,048	84.86%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	1,160,380	1,337,930	(177,550)	115.30%	1,420,424	1,105,078	315,346	77.80%
Non-Mandatory Transfers	637,273	637,273	0	100.00%	615,000	4,655,649	(4,040,649)	757.02%
TOTAL TRANSFERS:	1,797,653	1,975,203	(177,550)	109.88%	2,035,424	5,760,727	(3,725,303)	283.02%
NET INCREASE/DECREASE IN NET ASSETS	(1,685,546)	753,434			(670,332)	(2,610,734)		
Fund Balances, Beginning of year	7,135,350	7,135,350			9,517,439	9,517,439		
Fund Balances, End of Period	5,449,804	7,888,784			8,847,107	6,906,704		

## **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

<b>THANK YOU NOTES</b>
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NONE

<p align="center"><b>BOARD OF TRUSTEES CALENDAR OF ACTIVITIES</b>  <b>MAY – JUNE</b></p>
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<b>June Board Finance Committee</b>	Tuesday, June 9, 3:30 p.m. Dankert Board Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>June Board Meeting</b>	Tuesday, June 9, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>July Board Finance Committee</b>	Tuesday, July 14, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>July Board Meeting</b>	Tuesday, July 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

<b>2019-2020 Board Meeting Dates</b>
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Tuesday, June 9, 2020
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Tuesday, July 14, 2020
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<b><u>LOOKING AHEAD</u></b>
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<b>August Board Finance Committee</b>	Tuesday, August 11, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>August Board Meeting</b>	Tuesday, August 11, 4:30 p.m. Dankert Board Room	<b>ALL TRUTEES</b>
<b>September Board Finance Committee</b>	Tuesday, September 8, 3:30 p.m. President's Conference Room	<b>Lance Lechtenberg, Shelby Smith</b>
<b>September Board Meeting</b>	Tuesday, September 8, 4:30 p.m. Dankert Board Room	<b>ALL TRUTEES</b>

**Spring 2020 ACTIVITY CALENDAR**

Circle of Gold Society Luncheon	Fri, June 19 - CANCELED
Independence Day (Observed) – COLLEGE CLOSED	Fri, July 3
Summer Classes End	Fri, July 24