

3:30 p.m.

BUTLER COMMUNITY COLLEGE BOARD OF TRUSTEES REGULAR BOARD MEETING

4:30 p.m., Tuesday, January 12, 2021 – Dankert Board Room Watch Live via http://www.butlercc.edu/bctv

Board Finance Committee Meeting – President's Conference Room.

4:30 p.m.	Regular Board Meeting – Dankert Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.
I.	CALL TO ORDER
II.	APPROVAL OF AGENDA
III.	RECOGNITIONS 3
IV.	PUBLIC COMMENT If you wish to address the Board during Public Comment, please complete this form: https://bit.ly/3b36GXi
V.	STANDING REPORTS A. Student Government Association Report – Kiersten Kamholz B. Operational Staff Report – Lisa Bolin C. Professional Employees Report – Terry Sader D. Board Finance Committee Report –Lance Lechtenberg, Shelby Smith E. Foundation Board Report – Forrest Rhodes, Kim Krull F. President's Report – Kim Krull G. Education Facilities Authority Report –Jim Howell, Doug Law, Kim Krull
VI.	 ELECTION OF BOARD OFFICERS AND APPOINTMENTS FOR 2021 Chair Vice Chair

• Educational Facilities Authority of Butler County Members (2) and Alternate

• Secretary/Treasurer

Foundation Board Liaison

• Capital Projects Team (2)

KACCT Delegate and Alternate Delegate
Board Finance Committee Designees (2)

VII.	MONITORING REPORTS - NONE	
VIII.	BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES A. EMSI Economic Impact Study (Krull)	5
IX.	BOARD ACTION ITEMS A. Board of Trustees Annual Self-Evaluation (Krull) B. Early College Academy Agriculture Pathway (Featherston)	15 20
X.	A. Approval of Minutes 1. Regular Board Meeting of December 2020 (Jarvis)	43 47 49 59 94
XI.	SUPPLEMENTAL INFORMATION A. Key Performance Indicators Update (Mohammad) B. Monthly Statement of Revenue & Expenditures (Sherwood) C. Thank You Notes D. Board Calendars	-114 -116
XII.	ADJOURNMENT	·123

JANUARY BOARD RECOGNITIONS

- ➤ Jason Wibowo, Anna Moon, and Ervin Jensen Microsoft Office Specialist National Championships
- > Derek Foust FAA 107 Drone Certification

MONITORING REPORTS

NONE

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

TOPIC for DISCUSSION EMSI Economic Impact Study

REPORT:

EMSI is a labor market analytics firm that integrates data from a wide variety of sources to serve higher education institutions as well as provide information to professionals in economic development, workforce development, talent acquisition, and site selection. EMSI is the leading provider of economic impact studies and labor market data to educational institutions in the U.S. and internationally. They collect and integrate complex labor market data and synthesize it to enable clients to understand employment, economic trends and training needs in the region.

A number of Kansas institutions, besides Butler, have utilized EMSI for economic impact studies and last year, the Kansas Board of Regents began consideration of using EMSI to provide a statewide economic impact study of the collective public higher education system in Kansas.

The information provided is for discussion purposes to help Trustees and college stakeholders better understand the economic impact Butler Community College has on Butler County as well as on the 10-county southcentral Kansas region which is vitally integrated through workforce, industry, economic viability, and educationally.

RECOMMENDED ACTION:

This information is for discussion only

RECOMMENDED FUNDING SOURCE:

Not applicable

Submitted by: Dr. Kimberly Krull Supervisor: Board of Trustees Date: January 12, 2021

The Economic Value of Butler Community College

November 2019

EXECUTIVE SUMMARY

Butler Community College (Butler) creates value in many ways. The college plays a key role in helping students increase their employability and achieve their individual potential. The college draws students to the region, generating new dollars and opportunities for the Butler Primary Market. Butler provides students

with the education, training, and skills they need to have fulfilling and prosperous careers. Furthermore, Butler is a place for students to meet new people, increase their self-confidence, and promote their overall health and well-being.

Butler influences both the lives of its students and the regional economy.

Butler influences both the lives of its students and the regional economy. The college supports a variety of industries in the Butler

Primary Market, serves regional businesses, and benefits society as a whole in Kansas from an expanded economy and improved quality of life. The benefits created by Butler even extend to the state and local government through increased tax revenues and public sector savings.

This study measures the economic impacts created by Butler on the business community and the benefits the college generates in return for the investments made by its key stakeholder groups—students, taxpayers, and society. The following two analyses are presented:

- Economic impact analysis
- Investment analysis

All results reflect employee, student, and financial data, provided by the college, for fiscal year (FY) 2018-19. Impacts on the Butler Primary Market economy are reported under the economic impact analysis and are measured in terms of added income. The returns on investment to students, taxpayers, and society in Kansas are reported under the investment analysis.

For the purposes of this analysis, the Butler Primary Market is comprised of Butler, Chase, Cowley, Greenwood, Harper, Kingman, Marion, Morris, Sedgwick, and Sumner Counties.

ECONOMIC IMPACT ANALYSIS

Butler promotes economic growth in the Butler Primary Market through its direct expenditures and the resulting expenditures of students and regional businesses. The college serves as an employer and buyer of goods and services for its day-to-day operations. The college's activities attract students from outside the Butler Primary Market, whose expenditures benefit regional vendors. In addition, Butler is a primary source of higher education to the Butler Primary Market residents and a supplier of trained workers to regional industries, enhancing overall productivity in the regional workforce.

Operations Spending Impact

Butler adds economic value to the Butler Primary Market as an employer of regional residents and a large-scale buyer of goods and services. In FY 2018-19, the college employed 856 full-time and part-time faculty and staff, 95% of whom lived in the Butler Primary Market Total payroll at Butler was \$36.2 million, much of which was spent in the region for groceries, mortgage and rent payments, dining out, and other household expenses. In addition, the college spent \$30.7 million on day-to-day expenses related to facilities, supplies, and professional services.

Butler's day-to-day operations spending added \$42.9 million in income to the region during the analysis year. This figure represents the college's payroll, the multiplier effects generated by the in-region spending of the college and its employees, and a downward adjustment to account for funding that the college received from regional sources. The \$42.9 million in added income is equivalent to supporting 931 jobs in the region.

Impacts created by Butler in FY 2018-19

\$42.9 million

Operations Spending Impact

\$21.3 million Student Spending Impact

\$322.9 million

\$387.1 million
Total Impact

6,311 Jobs Supported

Student Spending Impact

Around 12% of credit students attending Butler originated from outside the region in FY 2018-19, and some of these students relocated to the Butler Primary Market to attend Butler. These students may not have come to the region if the college did not exist. In addition, some in-region students, referred to as retained

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students, would have left the Butler Primary Market if not for the existence of Butler. While attending the college, these relocated and retained students spent money on groceries, accommodation, transportation, and other household expenses. This spending generated \$21.3 million in added income for the regional economy in FY 2018-19, which supported 608 jobs in the Butler Primary Market.

Alumni Impact

The education and training Butler provides for regional residents has the greatest impact. Since its establishment, students have studied at Butler and entered the regional workforce with greater knowledge and new skills. Today, thousands of former Butler students are employed in the Butler Primary Market. As a result of their Butler educations, the students receive higher earnings and increase the productivity of the businesses that employ them. In FY 2018-19, Butler alumni generated \$322.9 million in added income for the regional economy, which is equivalent to supporting 4,772 jobs.

Butler impacts by industry (jobs supported)



Total Impact

Butler added \$387.1 million in income to the Butler Primary Market economy during the analysis year, equal to the sum of the operations spending impact, the student spending impact, and the alumni impact. For context, the \$387.1 million

One out of every 67 jobs in the Butler Primary Market is supported by the activities of Butler and its students.

impact was equal to approximately 1.0% of the total gross regional product (GRP) of the Butler Primary Market. This contribution that the college provided on its own is nearly as large as the entire Agriculture, Forestry, Fishing & Hunting industry in the region.

Butler's total impact can also be expressed in terms of jobs supported. The \$387.1 million impact supported 6,311 regional jobs, using the jobs-to-sales ratios specific to each industry in the region. This means that one out of every 67 jobs in the Butler Primary Market is supported by the activities of Butler and its students. In



addition, the \$387.1 million, or 6,311 supported jobs, stemmed from different industry sectors. Among non-education industry sectors, Butler's spending and alumni in the Health Care & Social Assistance industry sector supported 1,114 jobs in FY 2018-19. These are impacts that would not have been generated without the college's presence in the Butler Primary Market.

The Economic Value of Butler Community College Executive Summary 4

INVESTMENT ANALYSIS

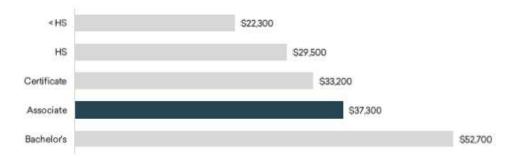
An investment analysis evaluates the costs associated with a proposed venture against its expected benefits. If the benefits outweigh the costs, then the investment is financially worthwhile. The analysis presented here considers Butler as an investment from the perspectives of students, taxpayers, and society in Kansas.

Student Perspective

In FY 2018-19, Butler served 12,033 credit and 1,145 non-credit students. In order to attend the college, the students paid for tuition, fees, books, and supplies. They also took out loans and will incur interest on those loans. Additionally, students gave up money they would have otherwise earned had they been working instead of attending college. The total investment made by Butler's students in FY 2018-19 amounted to a present value of \$63.1 million, equal to \$24.7 million in out-of-pocket expenses (including future principal and interest on student loans) and \$38.4 million in forgone time and money.

In return for their investment, Butler's students will receive a stream of higher future earnings that will continue to grow throughout their working lives. For example, the average Butler associate degree graduate from FY 2018-19 will see annual earnings that are \$7,800 higher than a person with a high school diploma or equivalent working in Kansas. Over a working lifetime, the benefits of the associate degree over a high school diploma will amount to an undiscounted value of \$327.6 thousand in higher earnings per graduate. The present value of the cumulative higher future earnings that Butler's FY2018-19 students will receive over their working careers is \$279.4 million.

The average associate degree graduate from Butler will see an increase in earnings of \$7,800 each year compared to a person with a high school diploma or equivalent working in Kansas.



The Economic Value of Butler Community College Executive Summary

The students' benefit-cost ratio is 4.4. In other words, for every dollar students invest in Butler, in the form of out-of-pocket expenses and forgone time and money, they will receive a cumulative value of \$4.40 in higher future earnings. Annually, the students' investment in Butler has an average annual internal rate of return of 18.0%, which is impressive compared to the U.S. stock market's 30-year average rate of return of 9.9%.

Taxpayer Perspective

Butler generates more in tax revenue than it takes. These benefits to taxpayers consist primarily of taxes that the state and local government will collect from the added revenue created in the state. As Butler students will earn more, they will make higher tax payments throughout their working lives. Students' employers will also make higher tax payments as they increase their output and purchases of goods and services. By the end of the FY 2018-19 students' working lives, the state and local government will have collected a present value of \$71.6 million in added taxes.

Students see a high rate of return for their investment in Butler



Benefits to taxpayers will also consist of savings generated by the improved lifestyles of Butler students and the corresponding reduced government services. Education is statistically correlated with a variety of lifestyle changes. Students' Butler educations will generate savings in three main categories: 1) healthcare, 2) crime, and 3) income assistance. Improved health will lower students' demand for national health care services. In addition, students will be less likely to interact with the criminal justice system, resulting in a reduced demand for law enforcement and victim costs. Butler students will be more employable, so their reduced demand for income assistance such as welfare and unemployment benefits will benefit taxpayers. For a list of study references, contact the college for a copy of the main report. Altogether, the present value

of the benefits associated with a Butler education will generate \$6.2 million in savings to state and local taxpayers.

Total taxpayer benefits amount to \$77.8 million, the present value sum of the added taxes and public sector savings. Taxpayer costs are \$33.2 million, equal to the amount of state and local government

For every dollar of public money invested in Butler, taxpayers will receive a cumulative value of \$2.30 over the course of the students' working lives.

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funding Butler received in FY 2018-19. These benefits and costs yield a benefit-cost ratio of 2.3. This means that for every dollar of public money invested in Butler in FY 2018-19, taxpayers will receive a cumulative value of \$2.30 over the course of the students' working lives. The average annual internal rate of return for taxpayers is 6.6%, which compares favorably to other long-term investments in the public and private sectors.

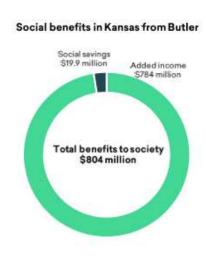
Social Perspective

Society as a whole in Kansas benefits from the presence of Butler in two major ways. Primarily, society benefits from an increased economic base in the state. This is attributed to higher student earnings and increased business output, which raise economic prosperity in Kansas.

Benefits to society also consist of the savings generated by the improved lifestyles of Butler students. As discussed in the previous section, education is statistically correlated with a variety of lifestyle changes that generate social savings. Note that these costs are avoided by the consumers but are distinct from the costs avoided by the taxpayers outlined above. Healthcare savings include avoided medical costs associated with smoking, alcohol dependence, obesity, drug abuse, and depression. Savings related to crime include reduced security expenditures and insurance administration, lower victim costs, and reduced expenditures by the criminal justice system. Income assistance savings include reduced welfare and unemployment claims. For a list of study references, contact the college for a copy of the main report.

Altogether, the social benefits of Butler equal a present value of \$804 million. These benefits include \$784 million in added income through students' increased lifetime earnings and increased business output, as well as \$19.9 million in social savings related to health, crime, and income assistance in Kansas. People in Kansas invested a present value total of \$115.9 million in Butler in FY 2018-19. The cost includes all the college and student costs.

The benefit-cost ratio for society is 6.9, equal to the \$804 million in benefits divided by the \$115.9 million in costs. In other words, for every dollar invested in Butler, people in Kansas will receive a cumulative value of \$6.90 in benefits. The benefits of this investment will occur for as long as Butler's FY 2018-19 students remain employed in the state workforce.



The Economic Value of Butter Community College Executive Summary

Summary of Investment Analysis Results

The results of the analysis demonstrate that Butler is a strong investment for all three major stakeholder groups—students, taxpayers, and society. As shown, students receive a great return for their investments in a Butler education. At the same time, taxpayers' investment in Butler returns more to government budgets than it costs and creates a wide range of social benefits throughout Kansas.

Summary of investment analysis results

STUDENT PERSPECTIVE

\$279.4 million

Present value benefits

\$63.1 million

Present value costs

\$216.2 million

Net present value

4.4

18.0%

Benefit-cost ratio

Rate of return

TAXPAYER PERSPECTIVE

\$77.8 million

Present value benefits

\$33.2 million

Present value costs

\$44.6 million

Net present value

2.3

6.6%

Benefit-cost ratio

Rate of return

SOCIAL PERSPECTIVE

\$804 million

Present value benefits

\$115.9 million

Present value costs

\$688.1 million

Net present value

6.9

n/a*

Benefit-cost ratio

itio Rate of return

^{*}The rate of return is not reported for the social perspective because the beneficiaries are not necessarily the same as the original investors.

CONCLUSION

The results of this study demonstrate that Butler creates value from multiple perspectives. The college benefits regional businesses by increasing consumer spending in the region and supplying a steady flow of qualified, trained workers to the workforce. Butler enriches the lives of students by

The results of this study demonstrate that Butler creates value from **multiple perspectives**.

raising their lifetime earnings and helping them achieve their individual potential. The college benefits state and local taxpayers through increased tax receipts and a reduced demand for government-supported social services. Finally, Butler benefits society as a whole in Kansas by creating a more prosperous economy and generating a variety of savings through the improved lifestyles of students.

About the Study

Data and assumptions used in the study are based on several sources, including the FY 2018-19 academic and financial reports from Butler, industry and employment data from the U.S. Bureau of Labor Statistics and U.S. Census Bureau, outputs of Emsi's Multi-Regional Social Accounting Matrix model, and a variety of studies and surveys relating education to social behavior. The study applies a conservative methodology and follows standard practice using only the most recognized indicators of economic impact and investment effectiveness.



Emsi is a labor market analytics firm that integrates data from a wide variety of sources to serve professionals in higher education, economic development, workforce development, talent acquisition, and site selection. Emsi is a leading provider of economic impact studies and labor market data to educational institutions in the U.S. and internationally. Since 2000, Emsi has completed over 2,000 economic impact studies for institutions across three countries. For more information about Emsi's products and services, visit http://www.economicmodeling.com.

BOARD ACTION ITEMS

TOPIC for ACTION Board of Trustees Annual Self-Evaluation

REPORT:

The Board of Trustees completes an annual evaluation in January. It includes a section for evaluation of the Board as a "whole" and a section for "personal self-evaluation" as a Board member. The evaluation form is included for discussion and review and will then be sent out electronically for completion.

Process steps:

- 1. Trustees complete the evaluation by February 1, 2021
- 2. Results will be provided to the Board and President, including a summary of the individual evaluations.
- 3. The Board sets a work session date in February 2021 to review and discuss the results and identify areas of strength and areas in need of improvement.
- 4. The Board determines an appropriate plan of action to apply the evaluation results.

RECOMMENDED ACTION:

Board confirmation of the evaluation process and instrument and initiation of the annual performance review of the trustees.

RECOMMENDED FUNDING SOURCE:

n/a

Submitted by: Kim Krull, President Supervisor: Board of Trustees Date: January 12, 2021

Board of Trustees Evaluation – January 2021

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This instrument is based upon a series of statements that have been designed to reflect the beliefs and practices associated with effective community college boards. Please place an "X" in the appropriate box which most closely represents your response to the item. Additional comments are appreciated at the end of each section.	(SD)		K)		Y
Thank you for taking the time to complete this survey. All responses will be kept strictly confidential and reported as group data only. <u>Please complete your evaluation by February 1, 2021</u>	Strongly Disagree	(D)	ow (DNK)		gree (SA)
THE FOLLOWING SECTIONS ARE TO EVALUATE THE BOARD AS A WHOLE			Do Not Know	Agree (A)	Strongly Agree
	<i>O</i> ₂	Disagree	П	1	<i>O</i> ₁
MISSION					
The Board is committed to the Mission of Butler Community College: "Butler Community College exists to develop responsible, involved lifelong learners and to contribute to the vitality of the communities it serves"					
The Board is committed to Butler's Timeless Institutional Values: "Quality, Integrity, Service, Caring" Comments:					
GOVERNANCE COMMITMENT					
On behalf of the constituents of Butler Community College, the Board of Trustees governs the College					
through the expressions of its policies.					
Comments:					
BOARD ORGANIZATION					
The Board:					
Integrates multiple perspectives into Board decision-making					
Encourages diversity in viewpoints					
Supports the final majority decision of the Board and speak with one voice					
Conducts meetings in an orderly, efficient manner that allows for sufficient discussion					
Recognizes the power rests with the Board, not with individual trustees					
<u>Comments</u> :					
POLCY ROLE AND DIRECTION					
The Board:					
Understands the Board's primary function is to establish policies by which the College is administered					
Focuses on policy in Board discussions, not on administrative matters					
Openly discusses issues and seeks the views of College constituents					
Assists in establishing the vision, mission, and broad institutional goals					
Bases its decisions in terms of what's best for students and the community					
Is proactive, visionary, and future oriented in their discussions					
Is familiar with College strategic plans		_			
Is familiar with College strategic plans Comments:					
Comments:					
Comments: COMMUNITY RELATIONS					

	SD	D	DN	A	SA
Maintains good relationships with community leaders	55	-	K		~11
Assists in developing educational partnerships with community agencies, businesses, and local					
government where appropriate					
Comments:					
Comments.					
BOARD-CEO RELATIONS					
The Board:					
Has a positive and cooperative relationship with the CEO					
Sets expectations for ongoing, successful CEO performance					
Maintains open communication with the CEO					
Effectively evaluates the CEO providing honest and constructive feedback					
Clearly delegates administration of the College to the CEO					
Encourages professional growth of the CEO					
Comments:					
STANDARDS FOR COLLEGE OPERATIONS					
The Board:					
Sets broad policy standards for high quality educational and student services programs					
Adopts policies that ensure high expectations and fair treatment of students					
Has policies that require fair and equitable employment processes and that attract and retain high quality					
personnel					
Adopts fiscal policies that reflect college priorities and ensure prudent use of funds					
Comments:					
INSTITUTIONAL PERFORMANCE					
The Board:					
Regularly reviews reports on student learning outcomes					
Monitors the effectiveness of the College in fulfilling the mission and strategic plan					
Monitors the impact the College has on the community					
Monitors adherence to operational policies					
Understands the financial audit and its recommendations					
Comments:					
BOARD LEADERSHIP AND EDUCATION					
The Board:	1				
Acts under the state laws of Kansas and endorses a code of ethics and standards of practice put forth by					
KACCT and ACCT					
Members are prepared for Board meetings	1				
Is engaged in a continuous process of training and development					
Members avoid conflicts of interest					
Maintains confidentiality of privileged information					
Works together as a team to accomplish the work of the Board					
Periodically evaluates itself					
Comments:	1				
					
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THIS SECTION IS TO EVALUATE <u>INDIVIDUAL</u> TRUSTEE PERFORMANCE	Strongly Disagree	Disagree	Do Not Know	Agree	Strongly Agree
INDIVIDUAL BOARD MEMBERS					
As an individual Trustee, you:					
Model a commitment to learning and to students					
Are knowledgeable about the College's history, mission, and values					
Maintain confidentiality on issues of a sensitive nature and information discussed in Executive Sessions					
Act with integrity and serve in an ethical and business-like manner					
Discuss positive College happenings in the community					
Avoid any conflict of interest with respect to your fiduciary responsibility					
Are prepared for Board meetings					
Participate in opportunities for training and development to gain knowledge about the roles and					
responsibilities of trusteeship and to increase the effectiveness of the Board					
Are tactful yet open with your thoughts and ideas in public sessions					
Regularly contribute to building an atmosphere of trust within the College through policy development					
Offer individual ideas and opinions to the Board for discussion prior to decisions being made, then support the consensus decision					
Relate to the needs and interests of the College employees					
Attend and support College activities					
Support Board agendas that give priority to presentations and discussion related to strategic planning,					
student development, and fiscal responsibility					
Support agendas that provide for open expressions of individuals and groups					
Are available to the CEO for support and feedback					
Refrain from exercising individual authority over the CEO, administration, faculty and staff					
Comments:					

What are the Board's greatest strengths?
What are the areas in which the Board could improve?
What are the areas in which the Board could improve.
As an individual Trustee, I am most positive about
As an individual Trustee, I have concerns about
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Based on information from:

- Butler Community College Board Policies
- ACCT Trustee Education
- January 2021 Butler Board Evaluation Instrument developed using "Board Duties: A Checklist for Effectiveness" *Trusteeship in Community Colleges* by Cindra J. Smith
- Examples of Kansas Community College Board Evaluations obtained from KACCT
- Association of Governing Boards

TOPIC for ACTION Early College Academy Agriculture Pathway

REPORT:

In partnership with Douglass Public Schools (USD 396), Butler seeks to establish an Agriculture pathway option within the Early College Academy located at Douglass High School for the fall of 2021. Following the Early College Academy model, this pathway would allow high school students to earn an Associate of Applied Science in Agriculture through courses taught by Butler faculty.

RECOMMENDED ACTION:

Board of Trustees approve the MOU and partnership with Douglass Public Schools.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Donnie Featherston

Associate Dean of the Early College Academy

Supervisor: Heather Rinkenbaugh,

Dean of Online, High School, and Community Learning

Date: January 12, 2021

Memorandum of Understanding - Early College Academy and Douglass ISD

This Memorandum of Understanding, hereinafter referred to as the Memorandum, entered into on this day of, January 12th, 2021 by and between Unified School District 396 (USD 396) and Butler Community College (Butler or the College), herein referred to as "Party" or "Parties". The terms of this Memorandum will be reviewed by both parties on an annual basis.

TERM

The Memorandum shall be effective January 12th, 2021, signed by the Parties and will remain in effect for 3 years. Either Party may terminate the Memorandum after 3 years with written notice on or before January 1st, 2024. Upon written notification January 1st, 2023 the effective date of termination will be 18 months (July 1, 2024) after the notification is received. The parties will agree on a teach out process for all students that will be affected by the termination.

PURPOSE

The purpose of this agreement is to establish a relationship between the USD 396 and the College to enable students to earn college credit in the area of Agriculture Science (Early College Agriculture Science pathway) with use of Douglass High School classrooms, 910 E. 1st Street, Douglass, KS. and the. The resulting degree options include an Associate of Applied Science (AAS) degree in Agriculture from Butler Community College when students complete the 2-year requirements.

GENERAL PROVISIONS

- Butler and USD 396 will have a cooperative agreement to allow enrollment of students in USD 396 and the surrounding communities for the Early College Culinary Agriculture Sciences pathway (outlined in Appendix A).
- Academic credit will be granted by the College for course work successfully completed by students and may qualify as high school credit.
- Graduates will possess the technical skills and conceptual background, creative mindset and applied experiences to address the workforce needs for achieving the desired economic development.
- Course schedules and use of Douglass High School classrooms will be determined through a collaborative effort between USD 396 and Butler.
- A maximum of 24 students will be admitted into the program Douglass High School students applying on or before March 1 of a given year, will be granted a minimum of 10 spots in the program.
- The parties will work collaboratively to provide the technical support to the classroom technology equipment to meet the technical requirements of the curriculum.
- The Parties will promote the program with qualified prospective students and share assessment of learning outcomes toward the goal of program improvement.
- Each of the parties hereto agree to save and hold harmless the other party from all claims, demands, costs, and damages arising out of the other party's use of either USD 396's or Butler's premises.
- Upon termination of Agreement, Butler equipment shall continue to belong to Butler.

USD 396 OBLIGATIONS

- USD 396 will provide access and support for network and internet connectivity in classroom space.
- USD 396 will allow Butler to place approved and agreed upon signage on the outside of the high school to promote the partnership with Butler.

- USD 396 will contribute financial resources toward the renovation of the classroom to meet the equipment needs of the curriculum as well as the classroom furniture.
- Each party hereto is responsible for maintaining hazard and liability insurance on its own facility and contents and provide proof of insurance upon request to any interested party.

BUTLER OBLIGATIONS

- College faculty and staff will communicate and collaborate with USD 396 staff to coordinate use of the classrooms.
- The College will hire and pay faculty credentialed according to the Higher Learning Commission guidelines for the instruction of all courses outlined in the Early College Agriculture Sciences pathway curriculum (Appendix A).
- The College will maintain ownership of inventory on all equipment purchased by Butler or donated to Butler for the program and will ensure maintenance of all equipment.
- The College will maintain inventory on all equipment purchased for the program and will ensure all equipment is cleaned and routine maintenance is completed. Costs for damage to equipment that is caused by accidents, misuse, or negligence of the Butler Faculty or students in the program will be the responsibility of Butler.
- Butler will follow and maintain insurance for students enrolled in the program per institution policy and provide a certificate of insurance to USD 396.
- The College will provide the support for continuous regular operations of the curriculum
- The College will provide signage as agreed upon with USD 396 for placement and display on the outside of Douglass High School to promote the partnership with Butler Community College.
- As part of the program curriculum, Butler faculty and students will be responsible for maintaining standards of cleanliness and safety in the designated classroom space within Douglass High School.

IN WITNESS HEREOF, the Parties hereto have executed this Memorandum by properly authorized persons.

UNIFIED SCHOOL DISTRICT 402	BUILER COMMUNITY COLLEGE
Rob Reynolds Superintendent	Kim Krull, Ph.D President
Unified School District 396	Butler Community College
Scott Dunham	Lori Winningham
Principal	Vice President of Academics
Douglass High School	Butler Community College
Brent Nispel	
Board President	
Unified School District 396	

Butler Early College Academy

Argriculture Academy - (Afternoon)

Must test into MA125, EG101

	Fall - Year 1					
Course	Course Name	Credit Hrs⊡	Day	Time		
MA125	Intermediate Algebra	3	М			
AG102	Principles of Animal Science	3	Т			
AG111	Agriculture in our Society	2	W			
AR100	Art Appreciation	3	R			
SP100	Public Speaking	3	F			
PD114	Personal Development	1	S			
	Total Credit Hours	15		•		

	Spring - Year 1					
Course	Course Name	Credit Hrs⊡	Day	Time		
BS160	Gen Psych or Sociology	3	М			
PS100	General Physical Science	5	T/R			
MA135	College Algebra	3	W			
AG109	Breeding of Livestock Prod Mgmt	3	F			
	Total Credit Hours	14				

Fall - Year 2					
Course	Course Name	Credit Hrs⊡	Day	Time₪	
EG101	Eng Comp I	3	М		
AG120	Agricultural Economics	3	Т		
AG216	Livestock Health and Disease	3	W		
BA130	Financial Accounting (Blended)	4	R		
EC200	Principles of Microeconomics	3	F		
	Total Credit Hours	16			

Spring - Year 2						
Course	Course Name	Credit Hrs⊡	Day	Times⊡		
EG102	English Comp 2	3	М			

AG220	Crop Science*	4	T/R	
AG215	Farm Mgmt and Finance	3	W	
PL291	Ethics	3	F	
PD215	Personal Development	1		Online
	Total Credit Hours	14		

Total Degree Pathway Credit Hours

62

Degree also requires a BA104 Information Processing Systems = 3 cr. hrs. Crop Sciene transfers in some situations.

CONSENT AGENDA



- Let's Take Tomorrow -

BUTLER COMMUNITY COLLEGE BOARD OF TRUSTEES MINUTES OF THE REGULAR BOARD MEETING 4:30 p.m., December 8, 2020 – Dankert Board Room

STAFF ATTENDANCE

Tom Borrego (Z)
Kim Krull

Jessica Ohman (Z)
Terry Sader (Z)
Shelley Stultz (Z)
Lori Winningham (Z)

Kora Jarvis
Esam Mohammad (Z)
Bill Rinkenbaugh (Z)
Kelly Snedden (Z)
Kent Williams (Z)
Bill Young (Z)
Matt Jacobs

BOARD ATTENDANCE
Mary Martha Good
Jim Howell

Doug Law Lance Lechtenberg Forrest Rhodes (Z)

Shelby Smith Julie Winslow

GUESTS - NONE

CALL TO ORDER

Chair Howell called the regular monthly meeting of the Board of Trustees to order at 4:34 p.m.

APPROVAL OF THE AGENDA

Chair Howell said that the Executive Session was no longer needed. Trustee Good moved to approve the agenda as presented and taking out the Executive Session. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

RECOGNITIONS

- Kevin Lann-Teubner AWS Cloud Practitioner Certificate
- Trustee Good December Birthday

PUBLIC COMMENT – NONE

STANDING REPORTS

Student Government Association - NONE

<u>Operational Staff</u> – OpStaff President Lisa Bolin said that at the last OpStaff meeting they hosted Jaime Sharp from College Health to discuss all things COVID and what College Health offers to employees and students all the time. Their next meeting will be Thursday, December 10th.

<u>Professional Employees</u> – Dr. Terry Sader just wanted to express his appreciation to the Trustees and wish them a Happy Holidays.

Board Finance Committee - NONE

<u>Foundation Board Report</u> – Trustee Rhodes said that the Foundation Board had made the difficult decision to forego the traditional benefit auction this year and will go forward with a virtual event that will be more COVID friendly. They are hopeful this will be a one-time thing and they can host the auction again in 2022.

The Foundation Board also welcomed several new members this month including John Blickenstaff (J&H Trucking in Wichita and Butler Alum), Aletra Chaney-Profit (Director of Career Services at Butler), Nelson Mosely (Chief of Police in Rose Hill and Butler Alum), Betsy Redler (community volunteer in Wichita), and Jay Stehley (President of Interim Healthcare in Wichita and Butler Alum).

The 2020 Audit for the Foundation is also complete and came back clean. As of June 30, 2020, the Foundation had assets at just above \$15 million.

<u>KACCT Report</u> – Trustee Good said that the Trustees met on Saturday morning via Zoom and discussed proposed legislative priorities including the Kansas Promise Act. This scholarship if approved by the legislature would be available to Kansas residents who have received Pell grants, institution scholarships and still have financial need. Dr. Krull said it is a "Last Dollar" scholarship.

Nancy Ingram and Heather Morgan represent the community colleges on the Higher Education Council. The council has completed their meetings and is waiting to see how KBOR will respond. The question now is what will be done with the information that was gathered and it is hoped that they will remember that Community Colleges aren't funded in the same way as regent institutions.

Trustee Good also told the Board about some new ways the state is trying to encourage students and parents to complete the FAFSA forms. Dr. Krull said that they might make it a requirement for every Junior and Senior in the state of Kansas to fill it out because they feel it may be an access issue because it is so cumbersome to fill out and some parents and students choose not to fill it out.

<u>President's Report</u> – Dr. Krull reported that students were finished with their fall semester. All finals were completed prior to Thanksgiving break. She said that the administration feels like they ended the semester on a high note and were lucky to release students early while other institutions were transitioning to online for after Thanksgiving, Butler's students will enjoy a long winter break.

Dr. Krull also reported that the Legislative Luncheon that was potentially being planned for early December was put on hold because it is too risky to gather in large groups right

now. She is working with local leaders like the chamber and school district to do a Saturday morning coffee after the legislative session begins in January.

Dr. Krull also reported that Butler was a victim of many fraudulent unemployment claims that the country and the state of Kansas is currently experiencing. Since August, Butler has had 143 fraudulent claims which is taking a lot of HR employees' time and energy to process.

Trustee Lechtenberg provided the recorded welcome for the Nurses Pinning that happened virtually on November 24th.

One of the top items from the President's meeting this week was securing the money from the state's SPARK task force to purchase COVID tests for the spring as colleges will have to ramp up the number of tests being done. Each county's resources are different with some providing all the tests and processing them for everyone and some just providing them for symptomatic cases. They are working to secure about \$2 million for the purchase of tests and to help pay for processing. Butler will have additional needs in order to test allied health and nursing students regularly as they go into clinical settings like hospitals and nursing homes that will not be able to provide the tests. Butler may also start random testing of athletes as they begin their spring schedule of games as well as potential random testing of students on campus.

Trustee Good inquired about the processing and Dr. Krull informed the Trustees that Butler will just provide the tests and then must send out the tests for processing. There is still some discrepancy as to whether COVID funds can cover only the text kits with colleges responsible for the processing or if they can cover both the kits and the processing.

The presidents also talked about the upcoming legislative agenda and what message they can put in a concise format to share with all their legislators. The Board of Regents also does a legislative agenda that will include the community and technical colleges, but often the community colleges create their own as well. One of the items the Community College presidents feel is very necessary is for the state to continue to fund Excel and CTE programs for high school students (SB155). Currently the students are able to take a select group of classes tuition free and the colleges then send a report to the state to be reimbursed for those costs.

Trustee Winslow had asked last month about the software that was purchased to assist with issues brought about by COVID-19. The only software that was purchased to help mitigate COVID was Honor Lock. All other software that has been approved by the Board were continuing contracts or service agreements that have been in place or in the works before processes changed due to COVID.

Heather Morgan from KACCT has asked the presidents the impact on salaries related to dealing with COVID. With the CARES and SPARKS funding, College Health staff and Public Safety officers' salaries can be covered. Additional salaries can include the

Critical Incident Management Team that has been meeting since March, the time that has been put into preparing more courses as well as the time spent mitigating some of the technology concerns for going to the online delivery of courses. With just those hours alone, Butler has more than \$1 million in costs with a lot of it related to personnel. HR has also spent additional time processing requests from employees to work remotely.

Trustee Good asked if Butler had to hire substitutes from outside. Dr. Krull said that the only outside help Butler has had to bring in is a plumber because the group of skilled trainees were all on quarantine. Some areas are splitting their employees allowing some to work from home while others are in the office so if there is a significant exposure they will have another group they can bring in to work the front lines.

Trustee Smith asked if sports were going to get going back to normal. Dr. Krull said that the Jayhawk conference presidents put together a protocol manual and are putting together separate guidelines for each sport. The seasons will start with no fans in the audience through the first week of February then it will be reassessed. All sports will be played in the spring including football, volleyball, baseball, softball, basketball and track.

Trustee Good asked why BG Stadium would not qualify for SPARK funding. Dr. Krull said only certain things can qualify for the funding like lost revenue. Lost revenue from the lack of ticket sales cannot be counted, but lost revenue from keeping a couple of the apartments open for space for students who might need to quarantine is able to be counted.

Educational Facilities Authority Report – Chair Howell said that the EFABC board met last week and approved a procedure for capital improvements at the stadium so that anyone who wants to do a capital improvement now has a process on how those will be handled including inside and outside entities. They also had a lot of discussion about the routine maintenance (including the turf, track resurfacing, and the scoreboard) that is needed at the stadium. The administrators have been looking at a plan and timeline of when the repairs will need to be done while the Board is looking at things like what the resources are and where the money will come from including advertising, skybox rentals, money from the foundation or possible fundraisers to be done to help minimize the contributions that the college must make.

Trustee Winslow asked for the breakdown of who pays for the stadium. Dr. Krull said it is a partnership between the school district, city, and college and that the costs are allocated based on percent usage. A scheduling software is used that calculates the percent usage for each entity based on games, practices, and events. The annual maintenance fee is divided among the three entities based on each percent usage. Trustee Winslow asked to see a couple of years' worth of the annual percentage of usage.

MONITORING REPORTS – NONE

BOARD STRATEGIC DISCUSSION - ISSUES AND OPPORTUNITIES - NONE

BOARD ACTION ITEMS

<u>Approval of Fall Budget Update</u> – Kent Williams presented the Board with FY2021 November 10, 2020 budget update in the amount of \$51,252,551 as presented below.

Butler Community College

FY 2021 Operating Budget Summary

November 10, 2020

	FY 2021		FY 2021		FY 2021
	July 28		August 11		Oct 20, 2020
	<u>Budget</u>	<u>Change</u>	<u>Budget</u>	<u>Change</u>	<u>Budget</u>
Operating Revenues	\$49,745,948	<u>(\$961,115)</u>	<u>\$48,784,833</u>	(\$1,696,529)	<u>\$47,088,304</u>
Expenditure Budget	\$50,618,027	\$0	\$50,618,027	\$634,524	\$51,252,551
Unspent Budget Estimate	<u>\$1,096,416</u>	<u>\$0</u>	<u>\$1,096,416</u>	<u>\$0</u>	<u>\$1,096,416</u>
Total Anticipated Exp	<u>\$49,521,611</u>	<u>\$0</u>	\$49,521,611	<u>\$634,524</u>	<u>\$50,156,135</u>
Rev Over (Under) Exp	\$224,337	<u>(\$961,115)</u>	(\$736,778)	(\$2,331,053)	(\$3,067,831)
Beg Unenc Cash -	<u>\$8,497,944</u>	<u>\$0</u>	<u>\$8,497,944</u>	<u>\$580,230</u>	<u>\$9,078,174</u>
Ending Unenc Cash	\$8,722,281	<u>(\$961,115)</u>	\$7,761,166	(\$1,750,823)	<u>\$6,010,344</u>
10.5% of Expenditures	\$5,314,893	\$0	\$5,314,893	\$66,625	\$5,381,518
Unenc cash over target	\$3,407,388	(\$961,115)	\$2,446,274	(\$1,817,448)	\$628,826

Butler Community College Estimated Revenue Summary FY2021 November 10, 2020

	July 28		August 11		Oct 19
	July 20		rugust 11		Oct 17
	FY2021		FY2021		FY2021
	Estimate	<u>Change</u>	Estimate	<u>Change</u>	Estimate
In District Tuition	\$2,015,347	\$0	\$2,015,347	(\$60,733)	\$1,954,614
Out District Tuition	\$9,129,563	\$0	\$9,129,563	(\$80,809)	\$9,048,754
Out-State Tuition	\$1,372,847	\$0	\$1,372,847	(\$98,523)	\$1,274,324
International Tuition	\$701,969	\$0	\$701,969	(\$105,165)	\$596,804
Technology Fee	\$1,494,340	\$0	\$1,494,340	(\$39,855)	\$1,454,485

Scholarship Fee	\$3,302,374	\$0	\$3,302,374	(\$99,157)	\$3,203,217
Online Course Fee	\$1,118,674	\$0	\$1,118,674	\$200,000	\$1,318,674
Other Fees	\$163,096	<u>\$0</u>	\$163,096	<u>\$0</u>	<u>\$163,096</u>
Total Student Sources	\$19,298,209	<u>\$0</u>	\$19,298,209	(\$284,241)	\$19,013,968
Tuition Waivers	(\$1,172,869)	\$0	(\$1,172,869)	\$169,767	(\$1,003,102)
Student Sources Net	\$18,125,340	<u>\$0</u>	<u>\$18,125,340</u>	<u>(\$114,474)</u>	<u>\$18,010,866</u>
Federal Sources	<u>\$795,853</u>	<u>\$0</u>	<u>\$795,853</u>	<u>(\$795,853)</u>	<u>\$0</u>
State Operating Grant	\$14,532,331	\$0	\$14,532,331	(\$435,960)	\$14,096,371
Excel in CTE	\$692,797	<u>\$0</u>	\$692,797	(\$69,280)	\$623,517
Total State Sources	\$15,225,128	<u>\$0</u>	<u>\$15,225,128</u>	<u>(\$505,240)</u>	<u>\$14,719,888</u>
Current Ad Valorem Tax	\$11,878,584	(\$961,115)	\$10,917,469	\$0	\$10,917,469
Tax-in-Process	\$416,467	(\$0)	\$416,467	\$0	\$416,467
Delinquent Tax	\$390,275	(\$0)	\$390,275	\$0	\$390,275
Motor Vehicle Tax	\$1,481,315	(\$0)	\$1,481,315	\$0	\$1,481,315
Other Local Taxes	\$47,203	\$0	\$47,203	\$0	\$47,203
Total Local Sources	\$14,213,844	<u>(\$961,116)</u>	<u>\$13,252,728</u>	<u>\$0</u>	<u>\$13,252,728</u>
Reimbursements	\$166,000	\$0	\$166,000	(\$130,000)	\$36,000
Other Income	\$774,860	<u>\$0</u>	\$774,860	(\$138,172)	<u>\$636,688</u>
Total Other Revenue	<u>\$940,860</u>	<u>\$0</u>	<u>\$940,860</u>	<u>(\$268,172)</u>	<u>\$672,688</u>
Transfers	<u>\$444,924</u>	<u>\$0</u>	<u>\$444,924</u>	<u>(\$12,790)</u>	<u>\$432,134</u>
Total Revenues	<u>\$49,745,949</u>	<u>(\$961,116)</u>	<u>\$48,784,833</u>	<u>(\$1,696,529)</u>	<u>\$47,088,304</u>

Butler Community College Expenditure Budget Summary FY2021 November 10, 2020

1	Expenditure budget approved by Board of Trustees - August 11, 2020	\$50,618,027
2		
3	Correct exp budget for one-time Foundation reimbursement	(\$130,000)
4	Correct exp budget for one-time president's car reimbursement	(\$12,791)
5	Bookstore position reduction to Bookstore Fund	\$43,329
6	Correction for College Scheduler software	\$29,468
7	Various payroll budget adjustments from estimates to actuals	(\$49,119)
8	Salary furloughs	\$402,474
9	Adjust estimated travel budget reduction	\$48,849
10	Increase scholarships per current analysis	\$50,000
11	One-time payment for Roger Matthews lawsuit	<u>\$252,314</u>
12	Total Changes	<u>\$634,524</u>
13	Totals FY2021 exp budget	<u>\$51,252,551</u>

Trustee Good moved to approve the FY2021 Budget Update as presented. Trustee Lechtenberg seconded. Trustee Smith started the discussion talking about the tax statement he received from the county. The Board had approved the mill levy at \$14,420,000 and the county sent it out as \$14,489,000. Trustee Smith emailed and called Will Johnson at the county about the discrepancy and found out that the county's numbers were wrong, but they are collecting the right amount. Will Johnson is going to continue to investigate the numbers.

Trustee Smith said that when the Board was presented the original budget from Dr. Krull the administration said they were going to do some furloughs in the amount of \$400,000 and then we set the mill levy and the budgets. Dr. Krull said that the furloughs were a potential recommendation. Trustee Smith noted concern about how that potential budget reduction would now be covered on top of the mill levy cuts. He was concerned that there would have to be a future mill levy increase to cover those costs.

Trustee Law said that furloughs usually hurt most those who make the least amount of money and that he personally doesn't want to impact those individuals.

Trustee Smith said that he feels like that line should be tabled until next month when the administration can come back to the Board with a plan on how to make up the funding that could include the Vice Presidents and up taking some pay cuts or that serious discussion about McConnell takes place.

Trustees Rhodes clarified his comments from the budget discussions because when furloughs were discussed there was assistance available for those who would need to take one. Since the college was unable to take advantage of them, he wanted to make sure his statement wasn't taken as a blanket statement that Butler should furlough people.

Dr. Krull explained that after the budget is approved in August, the administration provides several budget updates through the year. There is a fall update and one in March. When the budget is set in August, accurate enrollment numbers are not known which provide the tuition and fees revenues. A lot of the numbers that are approved in August are estimates and the numbers are refined as the academic year progresses. With the budget approved in August, the college stays within their legal spending authority with the legal budget, but with flexibility in the operational budget to make changes.

Trustee Smith said that he understands the updates, but his position is that the Board governs the college and the VPs and Dr. Krull work for them. Once the Board approved the budget then the administration decided it wasn't fair and took out the furloughs. He believes the correction needs to be paid with some other funds than just the cash.

Kent Williams offered some perspective for the Board on the process. He said that Trustee Smith is correct, and the Board sets the operating budget which the administration has to live by. The recommendation of the administration in August has

changed based on some additional details that are now available. One of them is the estimated unspent budget estimated at \$1,096,416 which is about 2% of the budget. Last year the college actually had 3% unspent budget which is about \$500,000 more and when they weighed that against the furloughs, the administration felt they would have more unspent budget and would be able to offset the cost of the furloughs with that.

Other information that has come about since the budget decisions include that the college does not anticipate a cut in state funding this year. The approved budget included a \$1.5 million cut from the state. Since there will not be cuts from the state, the administration felt it was better for morale of the employees to not enforce the furloughs at this time as discussed at the VP meeting.

Trustee Smith said he was not trying to hurt the teachers, but when he looks at the budget and sees differences in the starting cash on hand and the estimated ending cash on hand. He expressed concern that since he started as a Trustee, there have been times when money was spent without appropriate bids and that if the furloughs are going to be put back in the budget, he just wants to make sure it is paid for somehow.

Trustee Law asked if the lack of the cut from the state didn't make up the difference. The college had budgeted less money coming from Topeka, but now are not anticipating that cut. Kent explained that the administration had not built the money from the state back into the November budget, but will more than likely include that in the March update as they believe the March estimate will be \$1.6 million higher than the November estimate. They also believe it is likely they will receive more in local taxes than originally budgeted which included an additional 8% delinquency rate. It was originally anticipated there would be less received from the local taxpayers, but that does not appear to be the case. Once the first payment in received in January, the March update will reflect any changes to local tax revenues.

Dr. Krull said more will be known about the state budget once the governor presents her budget as the legislative session begins in January. She reiterated that when the budget is created in July and August there are a lot of variables at that time.

Trustee Good asked Kent what the usual delinquent rate was on taxes each year and he said it was less than 2% and it has been stable at that rate for the last 10 years.

Trustee Winslow asked Kent about the certificate she got from the courthouse that the public notice was based on the county valuation of \$808 million and asked if Kent had known that it would only be \$800 million. Kent said that he did not know that and when the Notice of Public Hearing is set it speaks to that. The Board is setting the maximum expenditures and levying a particular amount of taxes. The Notice speaks to the mill levy rate separately and states that it is an estimate based on the estimated valuation. By statute, the county clerk provides an estimated valuation on July 1 that is used. Final certification of valuation is received in October. The college has no control over those numbers. Trustee Winslow expressed that she was disappointed to see the mill

levy actually climb back up. Kent explained that it happens every year based on the estimated valuation and the actual valuation.

Trustee Rhodes asked for clarification back to Trustee Smith's questions and wanted to confirm that the college's unspent budget turned out to be more than what was initially expected. Kent said that last year it was higher, and the college anticipates that it will again this year. A conservative approach for unspent budget was taken based on the first part of the year without travel and some reimbursement of federal dollars. There is a good chance the college will again have more unspent budget this year. Trustee Rhodes then asked if that was part of the justification for why the furloughs were being taken back. Kent confirmed the VPs had discussed this in meetings prior to the Board meeting.

Trustee Rhodes asked Trustee Smith why that wasn't enough information for him to know that the college had found the \$400,000 coverage in other unspent budget to cover the cost of not forcing the furloughs. Trustee Smith is concerned that if \$400,000 is taken out of the budget, there will be a deficit in the spring as spring enrollment is unknown at this time. Trustee Smith said if the college wants to make cuts to pay for it, he is happy with that, but he doesn't like the idea that because the budget looks better than it did a couple of months ago, the furloughs are just going to be put off. Trustee Law said that the college had made an educated guess that the revenues were going to exceed what was anticipated and so rather than cause harm to the employees with furloughs, the vice president group is confident the college is going to get more revenue that will cover that anticipated necessary cut. Trustee Law said that he was glad the furloughs were going to be taken out of the equation as they would hurt the lowest paid employees and could really cause them some harm. Trustee Smith said he wasn't saying he wanted the furloughs, but he wanted it paid for. Trustee Law stated that he believed it was going to made up by additional revenue that was underestimated before.

Dr. Krull said that the college is saving money in travel as most of the conferences now are virtual and Butler hasn't hosted a lot of things on campus which leads to a significant reduction in expenditures. She also explained the Board's responsibility is to set the overall, legal budget while the administrators, deans and directors are responsible for the day-to-day operational budget. The decision to not do the furloughs was an operational decision that was made after seeing how things had changed and what money was available that wasn't anticipated. Employees not given raises this year. The administration felt like the furloughs were a detriment to the employees.

Trustee Smith said that the Board did not propose the furloughs, it was the administration and though the Board doesn't micromanage, they could if they wanted to do so. He also said that personal budgets were not like public entities where 60% of the budget comes from taxpayers. He said the college has continued to expand the last several years while enrollment has continued to go down. Trustee Smith said he would like to get serious about getting the books in order and moving out of McConnell.

Trustee Lechtenberg asked if the \$400,000 furlough was a one-time thing and that if the money needed to be cut it would be necessary to find another way to do that in the future. Kent confirmed that it was intended to be a temporary, one-year cut. Trustee Law added that it was a cut based on a potential of lost revenue that doesn't appear to have materialized.

Trustee Winslow inquired if the lost revenue that was recovered was from the \$3.2 million that we got from the state because of COVID. Dr. Krull said that those dollars had to be spent very specifically. Some of it was used to cover the costs of reimbursing students for their housing. It has also reduced some of our expenditures for PPE that would potentially be paid for out of the college's budget. Half of the original CARES act money went to students so it was never part of the college's budget. Trustee Winslow asked if those dollars were part of the budget being reviewed tonight. Dr. Krull said that those dollars are not part of the operational budget.

Trustee Smith asked if line item number 8 on page 10 could be tabled until next month when other proposals for cuts or revenue increases could be presented to pay for that. Trustee Rhodes asked if the cuts could not be presented right now, if Trustee Smith felt that the furloughs have to stand. Trustee Smith asked when the furloughs would have to happen and Trustee Rhodes said they would have to happen before the end of the fiscal year. Trustee Rhodes said that he didn't feel like forcing the administration to come up with a way to save \$400,000 in the next 30 days or force the employees to be furloughed was the right way to handle it. Looking for ways to be leaner is necessary, but this isn't the way.

Trustee Smith said that he didn't feel like he had seen any other cuts on the budget. Dr. Krull said that the college has cut more than 50 positions or left them open and not filled them. Each vice president has cut their budgets reducing travel, office expenditures, conferences, and sponsorships after spending weeks going through every line item. The administration came to the Board with a potential reduction of almost \$3 million between personnel and non-personnel and 2/3 of the cuts were personnel with different tiers of cuts with furloughs being one of the last things if absolutely necessary. Trustee Smith said we should make some of those cuts at McConnell. Dr. Krull said we only have one director at McConnell with a couple of people who split their time between McConnell and the Service Center. The college is continuing to look at the numbers because some of the numbers that have been assigned to McConnell have not been accurate.

Trustee Winslow asked if the college had a plan for when the complete enrollment goes to 10% of what it was two years ago. Dr. Krull said that the vice presidents meet every other week to work on plans including enrollment, budget and more. This year has been one that no one could have planned for. The administration is doing everything they can to manage the budget and the enrollment with everything that has happened with COVID. As an example, Dr. Krull shared that Lori Winningham has gone through 70 academic departmental budgets in the last week. Trustee Winslow said she is not against the college, but for every full-time student there is a specific amount of resources needed and those resources should be declining with the student population

unless we can level up which the college has failed to do the last several years. Trustee Winslow said that even if they had to go into executive session to review the plan and resources, she would be willing to do that to make sure that the college does not go bankrupt.

Trustee Winslow also shared that she was not being given access to all of the information she was requesting. As examples she shared that as soon as Trustee Smith and she had emailed with County Manager Will Johnson, an email was sent to Dr. Krull. When she had not received the insurance policies, she went to ICI to request them and they called the college to make sure it was okay for her to look at them. In her opinion, using SharePoint is just a way for information to be tracked.

Trustee Law pointed out that the discussion was getting off track. Chair Howell said that the question before the Board was the approval of the budget update and was not in regards to access to information. Trustee Smith said that what he has seen in the past with the hardened data center, buying the bus for the athletes, and buying the welding table with only one bid he is not seeing an effort to save as much money as possible. Chair Howell said that he believes everyone on the Board understands where Trustee Smith is coming from and that Trustee Smith doesn't like the way the day-to-day management that is the responsibility of the administration is being handled. Trustee Smith said he would just like to see multiple bids.

Lora Jarvis called a roll call vote with Trustees Good, Law, Rhodes, and Lechtenberg voting in favor and Trustees Smith and Winslow voting against. The motion passed.

PERSONNEL

Acceptance of Retirement of Melody Choate – Melody Choate, full-time Mathematics Instructor, has submitted her notice of resignation (retirement) effective December 31, 2020. Melody has been a full-time employee of Butler Community College for 29 years. Trustee Law moved to accept the retirement. Trustee Lechtenberg seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Acceptance of Retirement of Adnan Fahs – Adnan Fahs, full-time Mathematics Instructor, has submitted his notice of resignation (retirement) effective December 31, 2020. Adnan has been a full-time employee of Butler Community College for 29 years. Trustee Law moved to accept the retirement. Trustee Smith seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Acceptance of Retirement of Robert Ray – Robert Ray, full-time Computer Information Technology Instructor, has submitted his notice of resignation (retirement) effective December 31, 2020. Robert has been a full-time employee of Butler Community College for 18 years. Trustee Law moved to accept the retirement. Trustee Lechtenberg seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

CONSENT AGENDA

Trustee Law moved to accept the consent agenda as presented. Trustee Lechtenberg seconded. Lora Jarvis called a roll call vote with Trustees Good, Law, Rhodes, Lechtenberg, and Smith voting in favor and Trustee Winslow voting against. The motion passed. Items in the consent agenda included:

- Minutes of the November 10, 2020 Regular Board Meeting
- Approval of Bills and Warrants for November 2002 in the amount of \$4,967089.62 (includes Expenditure Approval List - \$2,167,077.28 and Payroll -\$2,800,012.34).
- Approval of Glenn Manning as full-time Biology instructor at an annual salary of \$52,210 plus benefits
- Acceptance of resignation of Bailey Joonas
- Acceptance of resignation of Catherine Menefee

SUPPLEMENTAL INFROMATION

Key Performance Indicators Update - Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – Dr. Jacki Vietti

Board Calendars

BOARD OF TRUSTEES CALENDAR OF ACTIVITIES DECEMBER – JANUARY

December Board Finance Committee	Tuesday, December 8, 3:30 p.m.	Lance Lechtenberg
	President's Conference Room	Shelby Smith
December Board Meeting	Tuesday, December 8, 4:30 p.m.	ALL TRUSTEES
	Dankert Board Room	
January Board Finance Committee	Tuesday, January 12, 3:30 p.m.	Lance Lechtenberg
	President's Conference Room	Shelby Smith
January Board Meeting	Tuesday, January 12, 4:30 p.m.	ALL TRUSTEES
	Dankert Board Room	

2020-2021 Board Meeting Dates

Tuesday, December 8, 2020
Tuesday, January 12, 2021
Tuesday, February 9, 2021
Tuesday, March 9, 2021
Tuesday, April 13, 2021
Tuesday, May 11, 2021
Tuesday, June 8, 2021
Tuesday, July 13, 2021

LOOKING AHEAD		
February Board Finance Committee	Tuesday, February 9, 3:30 p.m. President's Conference Room	TBD
February Board Meeting	Tuesday, February 9, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
March Board Finance Committee	Tuesday, March 9, 3:30 p.m. President's Conference Room	TBD
March Board Meeting	Tuesday, March 9, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Spring 2021 ACTIVITY CALENDAR

Winter Break - College Closed	December 22 – January 3
Martin Luther King, Jr Day - College Closed	Mon, January 18
Men's bball v Hesston College	Sat, January 23 @ 7:30 p.m.
First Day of Spring Classes	Mon, January 25
Volleyball v Pratt (away)	Mon, January 25 @ 6:30 p.m.
Women's bball v Colby (home)	Wed, January 27 @ 5:30 p.m.
Men's bball v Colby (home)	Wed, January 27 @ 7:30 p.m.
Volleyball v Rose State College (away)	Fri, January 29 @ 5:00 p.m.
E.B. White Gallery of Art	January 29 – March 26
Dane Jones & Erin Raux Exhibit	
Reception	Thur, February 18 @ 6:00 p.m.
Women's bball v Dodge City (away)	Sat, January 30 TBA
Men's bball v Dodge City (away)	Sat, January 30 TBA
Volleyball v Independence (away)	Mon, February 1 @ 6:30 p.m.
Women's bball v Hutchinson (home)	Wed, February 3 @ 5:30 p.m.
Men's bball v Hutchinson (home)	Wed, February 3 @ 7:30 p.m.
Volleyball v Colby (away)	Thur, February 4 @ 6:30 p.m.
Women's bball v Pratt (away)	Sat, February 6 @ 5:30 p.m.
Men's bball v Pratt (away)	Sat, February 6 @ 7:30 p.m.
Volleyball v Dodge City (away)	Mon, February 8 @ 6:00 p.m.
Women's bball v Garden City (home)	Wed, February 10 @ 5:30 p.m.
Men's bball v Garden City (home)	Wed, February 10 @ 7:30 p.m.
Volleyball v Seward County (home)	Thur, February 11 @ 6:30 p.m.
Music Theatre of Wichita & Wichita Symphony	Sat, February 13
Orchestra with the Butler Community College Concert	Sun, February 14
Choir	For more information: www.wso.org
Baseball v Des Moines Area Community College	Sat, February 13 @ 1:00 p.m.
(home)	Sat, February 13 @ 3:00 p.m.
	Sun, February 14 @ 1:00 p.m.
	Sun, February 14 @ 1:00 p.m.
Women's bball v Seward (away)	Sat, February 13 @ 6:00 p.m.

Men's bball v Seward County (away)	Sat, February 13 @ 8:00 p.m.
Volleyball v Northeastern Oklahoma A&M College	Mon, February 15 @ 7:00 p.m.
(home)	Intern, restrainty to the pinns
Women's bball v Barton (home)	Wed, February 17 @ 5:30 p.m.
Men's bball v Barton (home)	Wed, February 17 @ 7:30 p.m.
Softball v Labette (away)	Thur, February 18 @ 2:00 p.m.
Consum v Luscotto (amay)	Thur, February 18 @ 4:00 p.m.
Volleyball v Hutchinson (away)	Thur, February 18 @ 6:00 p.m.
Children's Theatre	Sat, February 20 @ 2:00 p.m.
Production TBD	
Women's bball v NW Kansas Tech College (away)	Sat, February 20 @ 2:00 p.m.
Men's bball v NW Kansas Tech College (away)	Sat, February 20 @ 4:00 p.m.
Volleyball v Garden City (home)	Mon, February 22 @ 6:30 p.m.
Women's bball v Cloud County (away)	Mon, February 22 @ 6:00 p.m.
Men's bball v Cloud County (away)	Mon, February 22 @ 8:00 p.m.
Softball v Friends (home)	Tue, February 23 @ 2:00 p.m.
,	Tue, February 23 @ 4:00 p.m.
Volleyball v Pratt (home)	Thur, February 25 @ 6:30 p.m.
Baseball v Cowley County (away)	Fri, February 26 TBA
Men's bball v Independence (away)	Sat, February 27 @ 4:00 p.m.
Women's bball v Independence (away)	Sat, February 27 @ 5:00 p.m.
Baseball v Cowley County (home)	Sun, February 28 @ 1:00 p.m.
	Sun, February 28 @ 3:00 p.m.
Volleyball v Barton (away)	Mon, March 1 @ 6:30 p.m.
Women's bball v Neosho County (home)	Wed, March 3 @ 5:30 p.m.
Men's bball v Neosho County (home)	Wed, March 3 @ 7:30 p.m.
Baseball v Kansas City Kansas (away)	Thur, March 4 @ 1:00 p.m.
	Thur, March 4 @ 3:00 p.m.
Volleyball v Independence (home)	Thur, March 4 @ 6:30 p.m.
Softball v Bethany College (home)	Fri, March 5 @ 3:00 p.m.
, o ,	Fri, March 5 @ 5:00 p.m.
Baseball v Kansas City Kansas (away)	Sat, March 6 @ 1:00 p.m.
	Sat, March 6 @ 3:00 p.m.
Women's bball v Allen County (away)	Sat, March 6 @ 2:00 p.m.
Men's bball v Allen County (away)	Sat, March 6 @ 4:00 p.m.
Volleyball v Barton (home)	Sat, March 6 @ 2:30 p.m.
Volleyball v Colby (home)	Mon, March 8 @ 6:30 p.m.
Baseball v Northern Oklahoma College – Enid (away)	Tue, March 9 @ 1:00 p.m.
Softball v Northern Oklahoma – Tonkawa (home)	Tue, March 9 @ 2:00 p.m.
,	Tue, March 9 @ 4:00 p.m.
Women's bball v Cowley County (away)	Wed, March 10 TBA
Men's bball v Cowley County (away)	Wed, March 10 @ 7:30 p.m.
Baseball v Garden City (away)	Thur, March 11 @ 1:00 p.m.
	Thur, March 11 @ 3:00 p.m.

Softball v Pratt (home)	Thur, March 11 @ 2:00 p.m.	
Consult V France (Horne)	Thur, March 11 @ 4:00 p.m.	
Volleyball v Dodge City (home)	Thur, March 11 @ 6:30 p.m.	
Baseball v Garden City (home)	Sat, March 13 @ 1:00 p.m.	
, ,	Sat, March 13 @ 3:00 p.m.	
Softball v Dodge City (home)	Sat, March 13 @ 2:00 p.m.	
	Sat, March 13 @ 4:00 p.m.	
Women's bball v Coffeyville (home)	Sat, March 13 TBA	
Men's bball v Coffeyville (home)	Sat, March 13 TBA	
Spring Break - No Classes	March 15 – 19	
Women's bball v Cloud County (home)	Mon, March 15 @ 5:30 p.m.	
Men's bball v Cloud County (home)	Mon, March 15 @ 7:30 p.m.	
Vollebyall v Seward County (away)	Mon, March 15 @ 6:30 p.m.	
Baseball v Neosho (away)	Tue, March 16 @ 1:00 p.m.	
Softball v Barton (away)	Thur, March 18 @ 1:00 p.m.	
(),	Thur, March 18 @ 3:00 p.m.	
Baseball v Cloud County (home)	Thur, March 18 @ 1:00 p.m.	
	Thur, March 18 @ 3:30 p.m.	
Baseball v Cloud County (away)	Sat, March 20 @ 1:00 p.m.	
	Sat, March 20 @ 3:30 p.m.	
Softball v Colby (home)	Sat, March 20 @ 2:00 p.m.	
	Sat, March 20 @ 4:00 p.m.	
Women's bball v Independence (home)	Sat, March 20 @ 5:30 p.m.	
Men's bball v Independence (home)	Sat, March 20 TBA	
Fall 2021 Enrollment Begins	Mon, March 22	
Volleyball v Hutchinson (home)	Mon, March 22 @ 6:00 p.m.	
Women's bball v Neosho County (away)	Wed, March 24 TBA	
Men's bball v Neosho County (away)	Wed, March 24 TBA	
Baseball v Hutchinson (away)	Thur, March 25 @ 1:00 p.m.	
	Thur, March 25 @ 3:30 p.m.	
Softball v Hutchinson (away)	Thur, March 25 @ 2:00 p.m.	
	Thur, March 25 @ 4:00 p.m.	
Volleyball v Garden City (away)	Thur, March 25 @ 6:30 p.m.	
Football v Independence (away)	Fri, March 26 @ 7:00 p.m.	
Baseball v Hutchinson (home)	Sat, March 27 @ 1:00 p.m.	
	Sat, March 27 @ 3:00 p.m.	
Women's bball v Allen County (home)	Sat, March 27 TBA	
Men's bball v Allen County (home)	Sat, March 27 TBA	
Softball v NW Kansas Tech College (away)	Sun, March 28 @ 2:00 p.m.	
	Sun, March 28 @ 4:00 p.m.	
Women's bball v Cowley County (home)	Mon, March 29 @ 5:30 p.m.	
Men's bball v Cowley County (home)	Mon, March 29 @ 7:30 p.m.	
Soccer v Allen County (away)	Wed, March 31 @ 2:00 p.m.	
Women's bball v Coffeyville (away)	Wed, March 31 @ 5:30 p.m.	
Men's bball v Coffeyville (away)	Wed, March 31 @ 7:30 p.m.	

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Baseball v Colby (home)	Thur, April 1 @ 1:00 p.m.
	Thur, April 1 @ 3:00 p.m.
Softball v Independence (away)	Thur, April 1 @ 2:00 p.m.
	Thur, April 1 @ 4:00 p.m.
College Closed/No Classes	Fri, April 2
Soccer v Dodge City (away)	Sat, April 3 @ 1:00 p.m.
Baseball v Colby (away)	Sat, April 3 @ 1:00 p.m.
	Sat, April 3 @ 3:00 p.m.
Football v Hutchinson (home)	Sat, April 3 @ 7:00 p.m.
Soccer v Kansas City Kansas (away)	Wed, April 7 @ 4:00 p.m.
Baseball v Dodge City (away)	Thur, April 8 @ 1:00 p.m.
	Thur, April 8 @ 3:00 p.m.
Baseball v Dodge City (home)	Sat, April 10 @ 1:00 p.m.
	Sat, April 10 @ 3:00 p.m.
Softball v Seward County (home)	Sat, April 10 @ 2:00 p.m.
	Sat, April 10 @ 4:00 p.m.
Soccer v Hutchinson (away)	Sat, April 10 @ 2:00 p.m.
Football v Dodge City (away)	Sun, April 11 TBD
Softball v Dodge City (away)	Mon, April 12 @ 2:00 p.m.
	Mon, April 12 @ 4:00 p.m.
Soccer v Neosho County (home)	Wed, April 14 @ 7:00 p.m.
Baseball v Barton (away)	Thur, April 15 @ 1:00 p.m.
	Thur, April 15 @ 3:30 p.m.
Softball v Garden City (away)	Thur, April 15 @ 2:00 p.m.
	Thur, April 15 @ 4:00 p.m.
E.B. White Gallery of Art	April 15 – May 7
Annual Student Juried Exhibit	TI A 11.45 @ 0.00
Reception	Thur, April 15 @ 6:00 p.m.
Theatre	Thur, April 15 @ 7:30 p.m.
Production 4 - TBA	Fri, April 16 @ 7:30 p.m.
Develop Develop (Learn)	Sat, April 17 @ 2:00 & 7:30 p.m.
Baseball v Barton (home)	Sat, April 17 @ 1:00 p.m.
Cofficial of Draft (correct)	Sat, April 17 @ 3:00 p.m.
Softball v Pratt (away)	Sat, April 17 @ 1:00 p.m.
Cattle all Fart Caatt (harra)	Sat, April 17 @ 3:00 p.m.
Softball v Fort Scott (home)	Mon, April 19 @ 2:00 p.m.
Concern Coffee wille ()	Mon, April 19 @ 4:00 p.m.
Soccer v Coffeyville (away)	Mon, April 19 @ 7:00 p.m.
Soccer v Johnson County (home)	Wed, April 21 @ 7:00 p.m.
Baseball v Seward County (away)	Thur, April 22 @ 1:00 p.m.
Cofficially Domain (house)	Thur, April 22 @ 3:00 p.m.
Softball v Barton (home)	Thur, April 22 @ 2:00 p.m.
Later and the size On the O	Thur, April 22 @ 4:00 p.m.
Instrumental Music Spring Concert	Fri, April 23 @ 7:30 p.m.
	Sat, April 24 @ 7:30 p.m.

Soccer v Garden City (away)	Sat, April 24 @ 1:00 p.m.
Baseball v Seward County (home)	Sat, April 24 @ 1:00 p.m.
, , ,	Sat, April 24 @ 3:00 p.m.
Softball v Hutchinson (home)	Sat, April 24 @ 2:00 p.m.
()	Sat, April 24 @ 4:00 p.m.
Football v Coffeyville (away)	Sun, April 25 @ 1:30 p.m.
Softball v Labette (home)	Mon, April 26 @ 2:00 p.m.
,	Mon, April 26 @ 4:00 p.m.
Baseball v Northern Oklahoma College – Enid (home)	Tue, April 27 @ 1:00 p.m.
Baseball v Labette (away)	Thur, April 29 @ 1:00 p.m.
, ,,	Thur, April 29 @ 3:00 p.m.
Softball v Independence (home)	Thur, April 29 @ 2:00 p.m.
·	Thur, April 29 @ 4:00 p.m.
Vocal Concert #4	Thur, April 29 @ 7:30 p.m.
	Fri, April 30 @ 7:30 p.m.
	Sat, May 1 @ 2:00 & 7:30 p.m.
Soccer v Cowley County (home)	Sat, May 1 @ 10:00 a.m.
Baseball v Labette (home)	Sat, May 1 @ 1:00 p.m.
	Sat, May 1 @ 3:00 p.m.
Football v Highland (home)	Sat, May 1 @ 7:00 p.m.
Softball v Cowley County (home)	Mon, May 3 @ 4:00 p.m.
	Mon, May 3 @ 6:00 p.m.
Soccer v Kansas City Kansas (home)	Mon, May 3 @ 5:00 p.m.
Woodwind Chamber Recital	Mon, May 3 @ 7:30 p.m.
Brass Chamber Recital	Tues, May 4 @ 7:30 p.m.
Soccer v Neosho County (away)	Wed, May 5 @ 7:00 p.m.
Percussion Chamber Recital	Wed, May 5 @ 7:30 p.m.
Baseball v Pratt (home)	Thur, May 6 @ 1:00 p.m.
	Thur, May 6 @ 3:00 p.m.
Dance Showcase	Thur, May 6 @ 7:00 p.m.
Baseball v Pratt (away)	Sat, May 8 @ 1:00 p.m.
	Sat, May 8 @ 3:00 p.m.
Football v Arkansas Baptist College (home)	Sat, May 8 @ 7:00 p.m.
Soccer v Barton (home)	Sun, May 9 @ 11:00 a.m.
Student Art Sale	Tues, May 11
	10:00 a.m. – 4:00 p.m.
Soccer v Coffeyville (home)	Wed, May 12 @ 7:00 p.m.
Commencement	Fri, May 14 @ 7:00 p.m.
Football v Fort Scott (away)	Sat, May 15 @ 7:00 p.m.
Soccer v Johnson County (away)	Sat, May 15 @ 7:00 p.m.
Grades Due by Noon	Mon, May 17
Football v Garden City (home)	Sat, May 22 @ 7:00 p.m.
Memorial Day – College Closed	Mon, May 31
Summer Semester Begins	Mon, June 7
Summer Semester Ends	Fri, July 30



BUTLER COMMUNITY COLLEGE BOARD OF TRUSTEES MINUTES OF THE SPECIAL BOARD MEETING 4:00 p.m. January 4, 2021 – Dankert Board Room/Zoom

STAFF ATTENDANCE

Kim Krull Lora Jarvis
Matt Jacobs Mel Whiteside
Lori Winningham

BOARD ATTENDANCE
Mary Martha Good

Jim Howell (Z) Doug Law

Lance Lechtenberg Forrest Rhodes (Z) Shelby Smith Julie Winslow

GUESTS

Ray Connell

CALL TO ORDER

Chair Howell called the special meeting of the Board of Trustees to order at 4:05 p.m.

APPROVAL OF AGENDA

Trustee Smith requested to amend the agenda to add a discussion about the Culinary Program after the executive session. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

EXECUTIVE SESSION

Trustee Law moved that the Board recess into executive session for consultation with legal counsel in regards to acquisition of real estate to include the Board, Dr. Kim Krull, Lori Winningham, Mel Whiteside, and Ray Connell with action to follow as appropriate. Trustee Smith seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

The open meeting will resume here in the Dankert Board Room and on Zoom in 60 minutes. The Board entered Executive Session at 4:11 p.m.

The Board re-entered regular session at 4:53 p.m.

CULINARY ARTS DISCUSSION

Trustee Good asked Dr. Krull if they had found anyone to take over as director of the Culinary Program. Since there are students already enrolled in the classes, they started immediately looking for individuals who could teach the classes. The full-time positions

^{* (}Z) Denotes attendance via Zoom

have been advertised since before winter break, but in cases like this they are often hired as a temporary full-time faculty member.

Trustee Winslow asked for an explanation of what happened. Dr. Krull said that they were offered the jobs at WSU-Tech and they took them. Trustee Good expressed that she saw this as just a part of business with people deciding to leave for other opportunities.

Trustee Smith said his son is in the program and the son is hesitant to enroll in the classes at this time because the schedule only says "staff". He wanted to know which staff were being considered and what their qualifications were.

Dr. Krull indicated there are industry professionals available if needed who could be in the classroom. Butler has very high standards for the faculty that are hired and the needed credentials. This program has historically only had two full-time faculty members and the rest are adjuncts. Often times at the beginning of the semester many classes are listed with Staff as the instructor because at this time classes may need to be reassigned based on enrollments or rearranged in order to best meet the needs of the students and the faculty.

Trustee Winslow expressed that she was unsure how Butler could compete with WSU since they now have a culinary program as well and was reluctant to spend money on the program here until she had more information on the program at WSU.

Dr. Krull said that a program review would be difficult to do because WSU-Tech does not have a culinary program at this time. They have a hospitality program. Trustee Law asked about the approval process for a program for WSU-Tech. The request would have to follow processes through the Technical Education Association and then to KBOR.

Trustee Winslow also expressed that she wished the Board would have had a chance to talk to the instructors before they left to see what their vision for the program was. Trustee Law said that personnel decisions are outside of the scope of the Board. Trustee Winslow said that she would like to know more about the negotiations for the programs.

Trustee Smith asked how many students were in the Culinary and Hospitality programs and Lori Winningham said there were about 130 between the two programs with some full-time and some part-time. Trustee Good asked for clarification on what the Hospitality program does. Lori explained that those students work on the event planning and tourism where the Culinary students course work is more focused on the kitchen training to be chefs.

Lori also informed the Board that Master Agreement language dictates faculty salaries and doesn't allow the ability to negotiate with individual faculty for salaries.

Trustee Winslow said that she would like to talk to the program directors prior to any Board decisions to expand or change the program because the visions may not match. Trustee Law said that as a former principal, the programs should be designed and then someone hired to fit the program. Trustee Rhodes said that it wasn't the Board's job to select the staff, it was the President's job.

Dr. Krull indicated that often the regular division reports provide insight and discussion related to program vision. The example was given with discussion of the Construction Technology program and advisory board members being present.

Trustee Smith asked if the hospitality program had any hotel information presented and Lori said it is part of the coursework. Lori said the hospitality coursework was what WSU-Tech was interested in teaching when the schools were discussing partnering. Trustee Smith asked what the breakdown in enrollment was between Culinary and Hospitality. Dr. Krull said they would provide that information at the next Board meeting.

Chair Howell said that this program has been discussed for quite some time now including discussion of land for a new building to moving to a new location. He also said that he trusts the administration and staff to lead the program in the right direction, that the staff and Board share the same vision and want it to succeed.

Trustee Good provided some additional information to the Board related to the affiliation of WSU and WSU-Tech when she was a legislator.

Trustee Smith said he liked the idea of keeping our programs in Butler County. Trustee Good agreed. Dr. Krull stated as long as institutions stay in their service areas, they don't have to seek approval for programs. Butler's service area includes Butler, Greenwood. Marion. Chase and Morris Counties.

The conversation that led Butler to be in Wichita originally started years ago between Dr. Vietti at Butler and Dr. Beggs at WSU. Because WSU did not have a program, they were supportive of Butler offering the program in Sedgwick County. There are service area agreements with several colleges who offer programs in another institutions service areas with approval.

The hospitality program has been at Butler for over 15 years. Trustee Good asked how many teaching kitchens we currently have for the program. Dr. Krull said we have one teaching kitchen and limited space in the current facility.

Trustee Good asked what the degree students received when graduating from the program. Lori stated both are Associate of Applied Science degrees. Trustee Winslow asked if either degree transferred entirely to a four-year university. Dr. Krull said that there are some articulation agreements, but what often happens is students finish their degrees and go directly into the workforce. If the students do transfer on, it is more often in Hospitality in order to for the business side. Lori said that K-State has a Bachelors for Hospitality Management.

<u>ADJOURNMENT</u>
Trustee Law moved to adjourn the meeting. Trustee Lechtenberg seconded. Lora Jarvis
called a roll call vote and the motion passed unanimously. The special meeting of
January 4, 2021 was adjourned at 5:32 p.m.

Doug Law – Secretary

BILLS AND WARRENTS

TOPIC for ACTION

REPORT:

Bills and Warrants for December 2020 - \$2,804,057.48 (includes Expenditure Approval List - \$766,470.87 and Payroll - \$2,037,586.61).

RECOMMENDED ACTION:

Approval of December 2020 bills and warrants.

RECOMMENDED FUNDING SOURCE:

Submitted by: Sariah Wilson Supervisor: Yolanda Hackler Date: January 4, 2021

BIDS AND PURCHASES

NONE

RATIFICATION OF AGREEMENTS AND CONTRACTS

Topic for Action WIOA Youth Element Contract

REPORT:

Workforce Alliance requires agreements to be in place with any institution to which a student might attend using Workforce Innovation Opportunity Act (WIOA) funding. Butler has been selected for the opportunity to provide workforce preparation activities and training, and transition to post-secondary education and training. The program offers testing for out-of-school youth to earn a GED or recognized certification. This agreement is similar to the agreement that Butler signed with Workforce Alliance in January 2016 which was amended to extend through December 31, 2020.

RECOMMENDED ACTION:

The administration recommends approval of the WIOA Youth Elements Contract based on the dates provided within the agreement.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Jaime Goering

Supervisor: Dr. Esam Mohammad Date: December 18, 2020



WIOA Youth Elements Contract

Workforce Alliance of South Central Kansas

and

Butler Community College

January 1, 2021 - June 30, 2022

WORKFORCE INNOVATION AND OPPORTUNITY ACT PUBLIC LAW H.R. 803 YOUTH ELEMENTS

CONTRACT

BETWEEN THE WORKFORCE ALLIANCE OF SOUTH CENTRAL KANSAS AND

BUTLER COMMUNITY COLLEGE

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WIOA YOUTH TUTORING ELEMENT SERVICES CONTRACT BETWEEN THE WORKFORCE ALLIANCE OF SOUTH CENTRAL KANSAS AND BUTLER COMMUNITY COLLEGE

This Contract, by and between the Workforce Alliance of South Central Kansas, hereinafter referred to as the "Workforce Alliance" and "Butler Community College" located in El Dorado, Kansas (FEIN 48-0690383 DUNS 081403388) hereinafter referred to as the "Contractor" IS FOR THE PROVISION OF WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA or H.R. 803) YOUTH PROGRAM ELEMENTS, as further defined in the "Scope of Services".

The Contractor is a Kansas Regents Community College.

A. <u>SCOPE OF SERVICES.</u> The Contractor is providing WIOA Alternative Secondary School, Education and Workforce Preparation Activities and Training, Preparation and Training Information services to Workforce Alliance approved participants.

Contractor will provide Alternative Secondary School to WA approved participants. The objective of Alternative Secondary School is to offer testing for out-of-school youth, so they are able to earn a GED or a recognized certification. Alternative Secondary School may include GED preparation, GED testing, basic skill remediation, and English as a Second Language (ESL) but is not required.

Contractor will provide Occupational Skills Training Information to WA approved participants. The objective of occupational skills training is to assist the participant in obtaining skills required to ensure self-sufficient employment. Occupational skills training is defined as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Occupational skills training must be outcome orientated and focused on an occupational goal, be of sufficient duration to impact the skills needed to meet the occupational goal, and result in attainment of a recognized post-secondary credential, associate degree, bachelor degree, or a skill recognized by employers in accordance with the United States Department of Labor.

All services must be authorized in writing by the Workforce Alliance prior to element delivery.

B. <u>CONTRACT TERM.</u> This Contract shall be effective for the period commencing on January 1, 2021 and ending on June 30, 2022. Both Parties may extend this contract for annual terms upon formal written agreements being executed by both parties. The Workforce Alliance shall have no obligation for services rendered by the Contractor which are not performed in the specified period. The Workforce Alliance shall also have no obligation for services provided to any client not pre-authorized to receive services.

C. PAYMENT TERMS AND CONDITIONS

C.1. Element Costs. Contractor will be paid based on vouchers or purchase orders provided to the Contractor by participant prior to the commencement of the service(s). Participants may participate in more than one service which may or may not run concurrently. Costs may not exceed the amounts listed below.

Alternative Secondary School	\$30 per participant per semester plus \$132 for all four GED tested if needed
Occupational Skills Training Information	Will be billed at current published rates for the general public

C.2. Maximum Liability. In no event shall the maximum liability of the Workforce Alliance under this Contract exceed the amount preauthorized by the Workforce Alliance through fully executed vouchers. The cost items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

- C.3. Compensation Firm. The compensation for this Contract is based on services provided and billing arrangements will be established between the Workforce Alliance and Contractor. The maximum liability of the Workforce Alliance is not subject to escalation for any reason unless amended in writing and signed by both parties.
- C.4. Payment Methodology. The Contractor shall submit invoices in terms acceptable to the Workforce Alliance, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted, as described herein, and shall indicate at a minimum the amount charged for the period invoiced.
- C.5. Payment of Invoice. The payment of an invoice by the Workforce Alliance shall not prejudice the Workforce Alliance's right to object to or question any invoice or matter in relation thereto. Such payment by the Workforce Alliance shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.6. Unallowable Costs. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Workforce Alliance on the basis of audits or monitoring conducted in accordance with the terms of this Contract or applicable law not to constitute allowable costs.

D. STANDARD TERMS AND CONDITIONS

- D.1. Participant Enrollment. No services may be provided by contractor prior to approval from the Workforce Alliance. All participants must be approved for services by the Workforce Alliance. The Workforce Alliance will provide the Contractor with a purchase order for services or a voucher for services before any services shall be provided.
- D.2. Required Approvals. The Workforce Alliance is not bound by this Contract until it is approved by the Workforce Alliance in accordance with applicable state and Federal laws, policies, rules, regulations, executive orders and circulars.
- D.3. Modification and Amendment. This Contract may be modified by the Workforce Alliance upon written notice to the Contractor to comply with any changes in state and Federal laws, policies, rules, regulations, executive orders and circulars by a written amendment executed by all parties hereto and approved by the Workforce Alliance in accordance with applicable state and Federal laws, policies, rules, regulations, executive orders and circulars.
- D.4. Corrective Action. Contracted discrepancies or non-compliance with Federal, state, or local regulation under this contact by the Contractor may result in a request for a written Corrective Action Plan before termination of the Contract. The written Corrective Action Plan, prepared by the Contractor must be submitted within thirty (30) days of the date of request and state specifically what the Contractor will do to rectify the problem. The response must include applicable copies of corrections, necessary documentation, and other related information as requested by the Workforce Alliance. The Contractor must ensure that the corrective action will prohibit the reoccurrence of the discrepancies or concerns as identified. The Corrective Action Plan must be accepted by the WA; however, if an acceptable Corrective Action Plan cannot be negotiated, the Workforce Alliance may terminate this contract. If the Corrective Action Plan is accepted by the Workforce Alliance, but is not implemented by the Contractor, the Workforce Alliance may terminate the Contract.
- D.5. Termination for Convenience. The Workforce Alliance or Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract. The Workforce Alliance and the Contractor shall give at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Workforce Alliance be liable to the Contractor for compensation for any service which has not been rendered. The final decision as to the amount, for which the Workforce Alliance is liable, shall be determined by the Workforce Alliance. Should the Workforce Alliance exercise this provision, the Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, or applicable state and Federal laws, policies, rules, regulations, executive orders and circulars in regards to this contract, the Workforce Alliance shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the Workforce Alliance for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.7. Subcontracting. The Contractor will not enter into any subcontract(s) for the services to be performed under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the Workforce Alliance as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, and entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement:
 - b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of Federally appropriated funds shall certify and disclose accordingly.
- D.10. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by any applicable state and Federal laws, policies, rules, regulations, executive orders and circulars.
- D.11. Public Accountability. This Contract involves the use of Federal, and/or state funds, to provide services to the citizens of Kansas by the Contractor. Therefore, the Contractor agrees to comply with any applicable state and Federal laws, policies, rules, regulations, executive orders and circulars regarding public accountability and grievance procedures.
- D.12. Public Notice. The Workforce Alliance reserves the right to coordinate the release of all information associated with this Contract. All news releases, notices, informational pamphlets, research reports, signs, and similar public notices associated with this award prepared and released by the Contractor shall include a statement such as, "This project is funded under an agreement with the Workforce Alliance". Any such notices in connection to this Contract shall be approved by the Workforce Alliance.
- D.13. Public Information. This contract once executed is public record and is open to any public inspection or review.
- D.14. Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable Federal, stated, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Contractor shall maintain documentation under this contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after the Contractor receives final payment and all other pending matters are closed. All records shall be subject to audit at any reasonable time and upon reasonable notice by the Workforce Alliance, the Comptroller of the Treasury, or their duly appointed representatives. All records shall be maintained in accordance with applicable state and Federal laws, policies, rules, regulations, executive orders and circulars.
- D.16. Monitoring and Auditing. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Workforce Alliance, the Kansas Department of Commerce, the Regional Economic Area Partnership, the Comptroller of the United States Treasury, and/or their duly appointed representatives.
 - The Workforce Alliance reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible, subject to applicable export law and/or regulation.
- D.17. Reports. The Workforce Alliance will require reports on each service to allow for the best possible services for our youth. Reports shall be submitted within 20 business days after the conclusion of any service.

- Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Workforce Alliance, acknowledges that it shall provide the bond and insurance coverage permitted by Kansas Statutes and regulations, and to pay all applicable taxes incident to this

- Workforce Alliance Liability. The Workforce Alliance shall have no liability except as specifically provided in this Contract. D.20.
- Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics, or any other similar cause.
- State and Federal Compliance. The Contractor shall comply with all applicable state and Federal laws policies, rules, regulations, executive orders and circulars in the performance of this Contract.
- Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Kansas. The Contractor D.23. agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Kansas in actions that may arise under this Contract. The United States District Court for the State of Kansas sitting in Wichita, Sedgwick county, Kansas, shall be the venue for any Federal action or proceeding arising hereunder in which the State is a party. The Contractor acknowledges and agrees that any rights or claims against the State or the Workforce Alliance or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Kansas Statutes Annotated.
- Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of the Contract are declared severable
- Headings. Section heading are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS

- Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- Communications about this Contact. All instructions, notices, consents, demands, or other communications required by this Contract shall be in writing and shall be made overnight courier service, or by first class mail, postage prepaid, address as may be hereafter specified by written notice. Both parties will have communications by other authorized individuals outside the legal specifications of this contract for reasons of fulfilling this agreement.

Workforce Alliance: Chad Pettera Chief Operating Officer

Workforce Alliance of South Central Kansas, Inc.

Butler Community College: Dr. Kim Krull President 901 S Haverhill Road

300 W Douglas, Suite 850 Wichita, KS 67202 (v) 316-771-6600 (f) 316-771-6690 chad@workforce-ks.com El Dorado, KS 67042 (v) 316-321-2222 kim.krull@butlercc.edu

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of state and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Workforce Alliance reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the Workforce Alliance. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contractor. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Workforce Alliance any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment 2, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.5. Equipment Acquisition. No equipment acquisition is allowed by this contract.
- E.6. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis notes, and other documents available for review by the Workforce Alliance, federal agency, or their authorized representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Workforce Alliance hereunder in commercial advertising in such a manner as to imply that the firm or its service are endorsed by the Workforce Alliance.
- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the Workforce Alliance or acquired by the Contractor on behalf of the Workforce Alliance shall be regarded as confidential information in accordance with the provisions of state and Federal law and ethical standards. All necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with state and Federal law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the Workforce Alliance's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the Workforce Alliance to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the Workforce Alliance's information; or, disclosed by the Workforce Alliance to others without restrictions against disclosure.

It is expressly understood and agreed the obligation set forth in this section shall survive the termination of this Contract.

E.9. Hold Harmless. The Contractor, to the extent allowed by applicable Kansas law, agrees to assume responsibility for any and all claims, liabilities, losses, and causes of action it incurs which may arise, accrue, or result to any person, firm corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract.

In the event of any such suit or claim, the Contractor shall give the Workforce Alliance immediate notice thereof and shall provide all assistance required by the Workforce Alliance's defense. The Workforce Alliance shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Workforce Alliance in any legal matter, such rights being governed by Kansas Statutes Annotated.

- E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them
 from commission of fraud, or a criminal office in connection with obtaining, attempting to obtain, or performing a public (Federal,
 State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of
 embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen
 property;
 - are not presently indicted for or otherwise criminally of civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - have not, within a three (3) year period preceding this Contract, had one or more public transactions (Federal, State, or Local) terminated for cause or default.
 - e) is current and not in default with any local, state, or federal taxes or fees.
- E. 11. Grievances between Both Parties. Any complaint, protest or dispute arising out of this Contract between the Workforce Alliance and CONTRACTOR will be resolved using the Workforce Alliance's Complaint Grievance Procedure. The CONTRACTOR agrees to use the administrative process and negotiation in advance of litigation in attempting to resolve disputes arising from this Contract. The CONTRACTOR shall continue performance of the Contract activities during a dispute. Nothing in this paragraph shall imply that the CONTRACTOR is prevented from appealing Workforce Alliance decisions pursuant to the applicable Workforce Investment and Opportunity Act procedures.

10.1	14/17	'NES	2.4/1	IFD	

[Butler Community College]

[Dr. Kim Krull]	Date
Dr. Ein Erull 106A88818073454	12/17/2020 8:33 PM CST

[Workforce Alliance of South Central Kansas]

[Keith Lawing- President and CEO]	Date	
DocuSign-Enwelgpe:10:3D5754B8-892C-44BC-B51A-2CF9FAC9E72B	12/18/2020 9:11 AM CST	

TOPIC for ACTION Concurrent Enrollment Partnerships

REPORT:

In accordance with KBOR procedures for concurrent enrollment, Butler Community College has reviewed and revised the Concurrent Enrollment Partnership (CEP) agreement appendices identifying designated CEP program administrators, liaisons, and CEP instructors for the 2020-2021 academic year.

The school districts included are:

USD 385	Andover/Andover Central
USD 402	Augusta
USD 205	Bluestem
USD 375	Circle
USD 396	Douglass
USD 490	El Dorado
USD 389	Eureka
USD 408	Marion
USD 394	Rose Hill

RECOMMENDED ACTION:

Board of Trustees approval of revised CEP agreement appendices for the 2020-2021 academic year.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Loni M.M. Jensen
Supervisor: Heather Rinkenbaugh
Date: December 18, 2020



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Andover High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

CEP classes to be offered at Andover High School:

Andover High School

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

American Federal Government College Algebra Public Speaking English Composition I English Composition II General Psychology Applied Stats

Butler Community College

Designated CEP program administrators and liaisons:

Hollie Ricke Counselor Work Phone: 316.218.4600 ext 311124 E-mail: rickeh@usd385.org Address: 1744 N Andover Rd Andover, KS 67002	Loni M.M. Jensen Director of High School Academic Partnerships Work Phone:316-322-3254 E-mail:ljensen3@butlercc.edu Address: 901 S. Haverhill Road El Dorado, KS 67042
Acknowledgement:	
Andover High School	Butler Community College
Hollie Ricke, Counselor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Kristen Kuhlmann, Principal	Lori Winningham, Vice President of Academics
Date	Date



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Andover Central High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

CEP classes to be offered at Andover Central High School: Non-CEP classes to be offered at Andover Central High School:

English Composition I
College Algebra
American Federal Government
Public Speaking
Applied Stats
English Composition II

Designated CEP program administrators and liaisons:

Andover Central High School
Laura Scaglione
Counselor
Work Phone: 316.218.4403 ext 32108
E-mail: scagliol@usd385.org
Address:
Butler Community College
Loni M.M. Jensen
Director of High School Academic Partnerships
Work Phone:316-322-3254
E-mail:ljensen3@butlercc.edu
Address:

603 E Central 901 S. Haverhill Road Andover, KS 67002 El Dorado, KS 67042

Acknowledgement:

Andover Central High School	Butler Community College
Laura Scaglione, Counselor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Cheryl Hochhalter, Principal	Lori Winningham, Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #385, Andover, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

- The college agrees to provide the course outline and instructor desk copies or access codes for MA210 Applied Stats, screen potential students according to collegeapproved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
- 2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

Appendix D

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

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

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

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

Andover Central High School	Butler Community College
Brett Randolph, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Cheryl Hochhalter, Principal	Lori Winningham Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #385, Andover, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

- The college agrees to provide the course outline and instructor desk copies or access
 codes for EG102 English Composition II, screen potential students according to
 college-approved means (i.e., evaluative testing) prior to enrollment, enroll students
 prior to the start of each course, and evaluate the instructor in accordance with
 college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- 4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

Appendix D

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

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

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

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

Andover Central High School	Butler Community College
Adrienne Stenholm, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Cheryl Hochhalter, Principal	Lori Winningham Vice President of Academics
Date	Date



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Augusta High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

CEP classes to be offered at Augusta High School:

College Algebra
U.S. History 1
English Composition I
Beginning Spanish II
Sociology
English Composition II
US History II
Intro to Lit

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

Nurse Aide General Psychology Public Speaking

Designated CEP program administrators and liaisons:

Augusta High School **Butler Community College** Harmony Davis Loni M.M. Jensen Director of High School Academic Partnerships Counselor Work Phone: 316.775.5461 Work Phone: 316-322-3254 E-mail: hdavis@usd402.com E-mail:ljensen3@butlercc.edu Address: Address: 2020 Ohio St 901 S. Haverhill Road Augusta, KS 67010 El Dorado, KS 67042

Acknowledgement:

Augusta High School	Butler Community College
Harmony Davis, Counselor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Rick Rivera, Principal	Lori Winningham, Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #402, Augusta, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

- The college agrees to provide the course outline and instructor desk copies or access
 codes for HS132 U.S. History II, screen potential students according to collegeapproved means (i.e., evaluative testing) prior to enrollment, enroll students prior to
 the start of each course, and evaluate the instructor in accordance with college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Augusta High School	Butler Community College
Joan Reichardt, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Rick Rivera, Principal	Lori Winningham Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #402, Augusta, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

- The college agrees to provide the course outline and instructor desk copies or access
 codes for EG102 English Composition II, screen potential students according to
 college-approved means (i.e., evaluative testing) prior to enrollment, enroll students
 prior to the start of each course, and evaluate the instructor in accordance with
 college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- 3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- 4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

Appendix D

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

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

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

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

Augusta High School	Butler Community College
Becky Timberlake, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Rick Rivera, Principal	Lori Winningham Vice President of Academics
Date	Date



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Bluestem High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

CEP classes to be offered at Bluestem High School:

English Composition I

General Biology English Composition II Non-CEP classes to be offered at Bluestem High School:

Public Speaking

Designated CEP program administrators and liaisons:

Bluestem High School **Butler Community College** Shelby Herbel Loni M.M. Jensen Counselor Director of High School Academic Partnerships Work Phone: 316.742.3261 Work Phone: 316-322-3254 E-mail: sherbel@usd205.com E-mail:ljensen3@butlercc.edu Address: Address: 500 Bluestem Dr 901 S. Haverhill Road Leon, KS 67074 El Dorado, KS 67042 Acknowledgement: Bluestem High School **Butler Community College**

Shelby Herbel,
Counselor

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

Date

Date

Dorville Brown, Principal

Date

Date

Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #205, Leon, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

- The college agrees to provide the course outline and instructor desk copies or access
 codes for EG102 English Composition II, screen potential students according to
 college-approved means (i.e., evaluative testing) prior to enrollment, enroll students
 prior to the start of each course, and evaluate the instructor in accordance with
 college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

Bluestem High School	Butler Community College
Melissa Winter, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Orville Brown, Principal	Lori Winningham Vice President of Academics
Date	Date



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Circle High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

CEP classes to be offered at Circle High School:

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

English Composition I Sociology College Algebra General Psychology Public Speaking English Composition II Nurse Aide

Designated CEP program administrators and liaisons:

Circle High School Butler Community College Breahna Crawford Loni M.M. Jensen Counselor Director of High School Academic Partnerships Work Phone: 316.536.2277 Work Phone: 316-322-3254 E-mail: bcrawford@usd375.org E-mail:ljensen3@butlercc.edu Address: Address: PO Box 159 901 S. Haverhill Road Towanda, KS 67144 El Dorado, KS 67042

Acknowledgement:

Circle High School	Butler Community College
Breahna Crawford, Counselor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Matthew Carroll, Principal	Lori Winningham, Vice President of Academics
Date	Date



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Douglass High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

CEP classes to be offered at Douglass High School:

Douglass High School:

Non-CEP classes to be offered at

Intermediate Algebra College Algebra Applied Stats **Public Speaking**

Designated CEP program administrators and liaisons:

Douglass High School **Butler Community College** Dana Houser Loni M.M. Jensen Counselor Director of High School Academic Partnerships Work Phone: 316.747.3310 Work Phone: 316-322-3254 E-mail: dhouser@usd396.net E-mail:ljensen3@butlercc.edu Address: Address: PO Box 158 901 S. Haverhill Road Douglass, KS 67039 El Dorado, KS 67042

Acknowledgement:

Douglass High School

Dana Houser,
Counselor

Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #396, Douglass, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

- The college agrees to provide the course outline and instructor desk copies or access codes for MA210 Applied Stats, screen potential students according to collegeapproved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- 4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

<u>Douglass High School</u>	Butler Community College
Rodney Wasson, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Scott Dunham, Principal	Lori Winningham Vice President of Academics
Date	Date





ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between El Dorado High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

CEP classes to be offered at El Dorado High School:

English Composition I College Algebra Calculus I w/Analytic Geo English Composition II Applied Stats

Non-CEP classes to be offered at El Dorado High School:

Public Speaking General Psychology U.S. History I Nurse Aide U.S. History II

Designated CEP program administrators and liaisons:

El DoradoHigh School Julia Balderas Counselor Work Phone: 316.322.4810

E-mail: jebalderas@eldoradoschool.org

Address:

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

901 S. Haverhill Road El Dorado, KS 67042

Acknowledgement:

El Dorado High School	Butler Community College
Julia Balderas, Counselor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Bruce Lolling, Principal	Lori Winningham, Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #490, El Dorado, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

- The college agrees to provide the course outline and instructor desk copies or access
 codes for EG 102 English Composition II, screen potential students according to
 college-approved means (i.e., evaluative testing) prior to enrollment, enroll students
 prior to the start of each course, and evaluate the instructor in accordance with
 college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- 3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

El Dorado High School	Butler Community College
Roger Briggs, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Bruce Lolling, Principal	Lori Winningham Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #490, El Dorado, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

- The college agrees to provide the course outline and instructor desk copies or access
 codes for MA210 Applied Stats, screen potential students according to collegeapproved means (i.e., evaluative testing) prior to enrollment, enroll students prior to
 the start of each course, and evaluate the instructor in accordance with college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

El Dorado High School	Butler Community College
David Herrs, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Bruce Lolling, Principal	Lori Winningham Vice President of Academics
Date	Date



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Eureka High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

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

English Composition I Beginning Spanish II Music Appreciation English Composition II College Algebra

Designated CEP program administrators and liaisons:

Eureka High School **Butler Community College** Anna Noble Loni M.M. Jensen Counselor Director of High School Academic Partnerships Work Phone: 620.583.7428 Work Phone: 316-322-3254 E-mail: annoble@eurekasud389.net E-mail:liensen3@butlercc.edu Address: Address: 901 S. Haverhill Road 815 N Jefferson Eureka, KS 67045 El Dorado, KS 67042

Acknowledgement:

Eureka High School	Butler Community College
Anna Noble, Counselor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Sean Spoonts, Principal	Lori Winningham, Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #389, Eureka, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

- The college agrees to provide the course outline and instructor desk copies or access
 codes for EG102 English Composition II, screen potential students according to
 college-approved means (i.e., evaluative testing) prior to enrollment, enroll students
 prior to the start of each course, and evaluate the instructor in accordance with
 college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- 3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- 4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

Eureka High School	Butler Community College
Jason Nichols, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Sean Spoonts, Principal	Lori Winningham Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #389, Eureka, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

- The college agrees to provide the course outline and instructor desk copies or access
 codes for MA135 College Algebra, screen potential students according to collegeapproved means (i.e., evaluative testing) prior to enrollment, enroll students prior to
 the start of each course, and evaluate the instructor in accordance with college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

Eureka High School	Butler Community College
Marty Powell, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Sean Spoonts, Principal	Lori Winningham Vice President of Academics
 Date	Date



CEP classes to be offered at

Danielle Medina, Counselor

Donald Raymer Principal

Date

Date

2020-2021

ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Marion High School, USD 408 and Butler Community College

Originally dated April, 2006 (Revised August 2016)

Non-CEP classes to be offered at

Loni M.M. Jensen, Dir HS Academic Partnerships

Lori Winningham, Vice President of Academics

Marion High School: Marion High School Fall 2020: Fall & Spring 2020-2021: College Algebra, MA 135, G. Stuchlik Public Speaking, SP100, C. Stout English Composition 1, EG101, C. Rome General Psychology, BS160 US History 1, HS131, G. Thierolf Certified Nurse Aide, AH122, K James Certified Medication Aide, AH120, K James Year Long: Calculus w/ Analytic Geometry, MA151 G. Stuchlik Spring 2021: Applied Statistics, MA210, G. Stuchlik English Composition 2, EG102, C. Rome US History 2, HS132, G. Thierolf Intro to Lit, LT201, C Rome Designated CEP program administrators and liaisons: MARION HIGH SCHOOL, USD 408 BUTLER COMMUNITY COLLEGE Danielle Medina, Counselor Loni M.M. Jensen Director of High School Academic Partnerships Work Phone: 620-382-2168 Work Phone: 316.233.3254 E-mail: medindan@usd408.com Email: ljensen3@butlercc.edu Work Address: Work Address: 701 E. Main 901 S. Haverhill Road Marion, KS 66861 El Dorado, KS 67042 ACKNOWLEDGEMENT: Marion High School Butler Community College

Date

Date



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

CEP Instructor Agreement Christopher Rome Fall 2020 & Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #408, Marion, Kansas, hereinafter referred to as "the district", party of the second part:

- The college agrees to provide the course outline and instructor desk copies for <u>English Composition 1 & 2 EG101 & 102 and Intro to Literature, LT201</u>, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students at the start of each course, and evaluate the instructor in accordance with college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- 6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs

offered by the Office of Faculty Development (Super Saturdays, Connection meetings, etc.).

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

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

Marion High School	Butler Community College
Christopher Rome, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Donald Raymer, Principal	Lori Winningham Vice President of Academics
Date	Date



ADDENDUM TO MEMORANDUM OF AGREEMENT

Concurrent Enrollment between Rose Hill High School and Butler Community College Originally dated April, 2006 (Revised August, 2016)

Sociology

CEP classes to be offered at Rose Hill High School:

College Algebra

Non-CEP classes to be offered at Rose Hill High School:

English Composition I American Federal Government General Psychology English Composition II Public Speaking

El Dorado, KS 67042

Designated CEP program administrators and liaisons:

Rose Hill High School Casey Tarrant Counselor Work Phone: 316,776,3360

Work Phone: 316.776.3360 E-mail: ctarrant@usd394.com

Address:

710 S Rose Hill Rd Rose Hill, KS 67133 Butler Community College Loni M.M. Jensen Director of High School Academic Partnerships Work Phone:316-322-3254 E-mail:ljensen3@butlercc.edu Address: 901 S. Haverhill Road

Acknowledgement:

Rose Hill High School	Butler Community College
Casey Tarrant, Counselor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Shannon Haydock, Principal	Lori Winningham, Vice President of Academics
Date	Date



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

CEP Instructor Agreement Spring 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #394, Rose Hill, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

- The college agrees to provide the course outline and instructor desk copies or access
 codes for MA135 College Algebra, screen potential students according to collegeapproved means (i.e., evaluative testing) prior to enrollment, enroll students prior to
 the start of each course, and evaluate the instructor in accordance with college policy.
- The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
- The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
- Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

Rose Hill High School	Butler Community College
Ashley Brooks, CEP Instructor	Loni M.M. Jensen, Director High School Academic Partnerships
Date	Date
Shannon Haydock, Principal	Lori Winningham Vice President of Academics
Date	Date

TOPIC for ACTION Education Affiliation Agreement – Hutchinson Regional Medical Center

REPORT:

The Hutchinson Regional Medical Center updated their education affiliation agreement to better reflect the vaccine requirements for students and underline the need for all students to be properly vaccinated prior to entering into a clinical experience at Hutchinson Regional Medical Center.

RECOMMENDED ACTION:

Approve the Education Affiliation Agreement as presented.

RECOMMENDED FUNDING SOURCE:

No funding source required.

Submitted by: Christy Streeter
Supervisor: Lori Winningham
Date: December 21, 2020

EDUCATIONAL AFFILIATION AGREEMENT

between

HUTCHINSON REGIONAL MEDICAL CENTER, INC.

and

BUTLER COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into by and between Hutchinson Regional Medical Center, Inc. (hereinafter "Medical Center") and Butler Community College, an Educational Institution [or State Educational Institution of Kansas], contracting on behalf of its College of Emergency Medical Services Education, (hereinafter "Educational Institution"). This agreement shall be effective as of the date of the latest signature below.

WHEREAS, the Educational Institution is a state educational institution of Kansas;

WHEREAS, the Educational Institution is authorized by *K.S.A.* 76-721, to enter into contracts with other parties for purposes related to the operation and function of the Educational Institution:

WHEREAS, the Educational Institution has programs designed to provide education for various health care professionals;

WHEREAS, Medical Center is a healthcare facility in the State of Kansas and desires to make its facility available to the Educational Institution for the purpose of experiential learning for the students of the Educational Institution;

WHEREAS, Educational Institution desires to provide to its students clinical educational experiences through the application of knowledge and skills in clinical situations in a hospital facility; and

WHEREAS, Medical Center has agreed to make its facility available to Educational Institution for such clinical, educational, and training experiences of its students;

NOW THEREFORE, in consideration of the above and the individual and mutual promises of the parties contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

I. <u>Joint Rights and Responsibilities of Educational Institution and Medical Center</u>

- 1. This Agreement is intended to be effective for the term effective as of the latest signature below and continue for three (3) years. It shall be reviewed every three years and may be renewed for additional terms with the consent of the Medical Center and the Educational Institution.
- 2. The Medical Center and the Educational Institution will jointly develop an Educational Plan ("Plan") which outlines the dual and individual roles, responsibilities and authorities of each institution to be completed thirty (30) days in advance of the clinical experience. This Plan will be developed according to the needs specified in Section II, Paragraph 10 of this Agreement. However, Educational Institution understands and agrees the content of the Educational Plan is ultimately in the sole discretion of Medical Center.
- 3. The Medical Center and the Educational Institution will cooperate in the continuing evaluation of the clinical affiliation.
- 4. The Medical Center and the Educational Institution will jointly arrange meetings between them to evaluate and improve teaching methods, resolve specific problems, and propose changes in curriculum design.
- 5. The Medical Center and the Educational Institution will jointly stipulate the appropriate uniform in which the students will be required to appear while in the Medical Center facility.
- 6. The Medical Center and the Educational Institution will provide each other with timely notice of changes in the curriculum, in the availability of learning opportunities, and in staff/faculty affecting clinical teaching.
- 7. The Medical Center and the Educational Institution will jointly determine, prior to each semester, the number of students to be assigned to the Medical Center, the time and length of the clinical experience.

II. Educational Institution Rights and Responsibilities

- 1. The Educational Institution shall provide the Medical Center with the following information no less than ten (10) days before the clinical experience begins:
 - a. Name of student(s)
 - b. Dates and hours of assignment(s)
 - c. Each student's academic class designation
 - d. Philosophy, purpose and learning objectives
 - e. Results of the background checks and medical documentation for students and faculty, as discussed in paragraphs 7 and 13 below.
- 2. The Educational Institution shall permit visits of the Medical Center staff for the purpose of observing, auditing and participating in the teaching process, and attending planning meetings.
- 3. The Educational Institution must ensure all faculty and students complete the Medical Center's on-line training to include a review of the Compliance Program, Key-Safety packet, and completion of the orientation form. Said form must be executed and turned into the appropriate location before commencing the educational experience at Medical Center. Students and faculty will be required to complete additional training as deemed appropriate by Medical Center from time to time.
- 4. The Educational Institution shall assign to the Medical Center only qualified faculty and only students who have fulfilled all prerequisites for the clinical experience (as mutually agreed upon by the Educational Institution and Medical Center). The Educational Institution shall provide Medical Center with information about said qualifications of any student(s) or faculty upon request.
- 5. The Educational Institution shall designate a faculty member who shall act as a liaison to the Medical Center on clinical experience matters.
- 6. Upon request of Medical Center and in Medical Center's sole discretion, the Educational Institution shall immediately withdraw any student or faculty from the Medical Center when his/her work, conduct or health may be deemed detrimental to patients, clients, or the Medical Center and its employees.
- 7. Prior to clinical assignment of students to Medical Center, Educational Institution shall conduct (or have conducted) a criminal background check, including but not limited to a sex offender registration check, on each and every student assigned to Medical Center and every member of the faculty responsible for supervision and/or instruction of said students at Medical Center. Said background check shall be at either the Educational Institution or Student's expense. Educational Institution shall furnish the results of the background checks to Medical Center. Should the background check disclose adverse information as to any student or member of the faculty, Educational Institution shall not assign the student or faculty member to Medical Center.

- 8. The Educational Institution assumes full and final responsibility for offering an educational program approved by the Kansas Board of Emergency Medical Services. The Educational Institution shall retain final responsibility and financial responsibility for the instructional materials and supplies and for curriculum design, delivery, quality and modification.
- 9. The Educational Institution will provide the necessary faculty who are competent teachers and who hold all necessary, unrestricted and valid licenses, permits, registrations and certifications as appropriate. Documentation of current licensure, certification, permit or registration will be filed with the Educational Institution and shall be furnished to the Medical Center upon request.
- 10. The Educational Institution will present a proposal for utilization of the facilities of the Medical Center forty-five (45) days prior to the commencement of the clinical experience. Outlined in this proposal will be clinical experiences desired, Medical Center resources required, time frames for clinical experiences, and an estimated number of students. This will provide the proposed framework for the Educational Plan, however, Medical Center retains all rights to reject or propose a revision to a proposal if it deems the proposal inappropriate or unreasonable in any regard.
- 11. The Educational Institution will retain direct responsibility for the control, supervision and evaluation of its students.
- 12. The Educational Institution will purchase or will require each faculty member and each student receiving training pursuant to this Agreement to purchase professional liability coverage for a minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Educational Institution shall require that the insurance be carried and maintained throughout the term of the student/faculty's clinical experience. Educational Institution will also be required, upon request, to provide documentation of insurance to Medical Center. The insurance coverage evidenced by the policy, with endorsements, shall be satisfactory to and approved by Medical Center. Medical Center's approval shall not be unreasonably withheld. The Educational Institution shall require that the student/faculty give Medical Center written notice of any other change in the identity of the insurer or of insurance coverage immediately upon the making of or application for such change. In the event that the student/faculty fails to, or is unable to, procure the above insurance in amounts, form or content satisfactory to Medical Center, then Medical Center shall have the right to immediately remove the student/faculty from the clinical experience at Medical Center.
- 13. The Educational Institution shall certify and provide documentation to prove that students and faculty assigned to the clinical experience meet the Medical Center's health standards. All students in this country on a student visa must have the same documentation for health standards as any other student. The student visa is not sufficient to validate health standards. The health standards to be met by the Educational Institution for each student and faculty, at no expense to the Medical Center, are as follows:

- A. A physical examination as required by the Educational Institution.
- B. Tuberculosis (TB) test within the last 12 months is required. If positive, documentation of a negative chest x-ray will be required.
- C. The following vaccinations are required:
 - 1. **Pertussis:** All students will have immunity to Pertussis as evidenced by receipt of a single dose of Tdap (ADECELTM).
 - 2. **Measles, Mumps, and Rubella (MMR) vaccine:** All students will have immunity to MMR diseases as evidence by any of the following:
 - a. No verification required if born before January 1, 1957, or
 - b. Those born after 1957 must have two (2) documented doses of MMR vaccine with dates, or
 - c. Positive titer documentation dates, or
 - d. Physician diagnosed diseases
 - 3. **Varicella vaccination:** All students will have immunity to varicella as evidenced by any of the following:
 - a. History of chickenpox infection,
 - b. Documentation of two (2) Varicella vaccines, or
 - c. Positive Varicella titer.
 - 4. **Hepatitis B Vaccine:** Students and faculty who have occupational exposure to patients' blood and body fluids should receive the Hepatitis B vaccine series. Students and faculty should be advised about the risk of Hepatitis B and the availability of a vaccination for Hepatitis B.
 - 5. **Influenza Vaccine:** Students and faculty who have clinical experiences during the months of October through March should receive one (1) dose of influenza vaccine annually. If the student cannot have the flu shot, we must have a copy of the medical waiver on file prior to the start of flu season. The student must also wear a mask while they are in the facility.
 - 6. **Meningococcal Vaccine:** Microbiology students and faculty who handle isolates of Neisseria Meningitidis should receive one (1) dose of Meningococcal Vaccine.

D. Students and faculty with a potentially transmissible infection or disease may be restricted from participating in the clinical experience. Students and/or faculty presenting with a potentially transmissible infection or disease will be evaluated by Medical Center's Employee Health Department to determine whether participation in the clinical experience is advisable. All medical information, treatments and counseling performed is confidential, and any unauthorized disclosure is prohibited.

Students and faculty experiencing any of the following may not participate in the clinical experience:

- 1. Fever greater than 100.4° ;
- 2. Acute febrile upper respiratory infection, including Group A Streptococcal Infection;
- 3. Influenza;
- 4. Acute diarrhea:
- 5. Herpes simplex*;
- 6. Chickenpox, Pertussis, Measles, Mumps, Rubella;
- 7. Draining abscesses, boils, impetigo;
- 8. Hepatitis A;
- 9. Pulmonary tuberculosis;
- 10. Scabies;
- 11. Lice.

*Restricted from caring for high risk patients until on treatment for 48 hours.

Any student or faculty restricted from participation in the clinical experience for any of the above-stated infections or diseases must obtain a statement of release from the student/faculty's personal physician and the Employee Health Department before returning to a clinical setting.

- E. If a student has an allergy to any vaccine, please provide a medical waiver and notification prior to the start of clinical rotations. Waivers must be submitted annually.
- F. If a student refuses any vaccines, they must have a signed medical waiver that demonstrates they understand the risks associated with not having the vaccines prior to the start of clinicals. Waivers must be submitted annually.
- G. Clinical experiences for students and faculty with chronic and potentially transmissible infection(s) such as Hepatitis B, Hepatitis C or HIV infection, must be approved by Medical Center's Infection Control or Employee Health Department.
- 14. The Educational Institution shall ensure all student(s) and faculty member(s) understand they are responsible for any and all costs incurred for illness and injury while participating in the clinical experience and all Educational Institution-related activities at the Medical Center, if not covered by the Educational Institution itself.

- 15. The Educational Institution agrees that each of the faculty, students, and other agents of the Educational institution, while participating in clinical activities, shall be governed by and shall adhere to Medical Center rules, policies, and procedures, including, but not limited to, the Medical Center's Compliance Program and related policies and the Privacy and Security Policies.
- 16. The Educational Institution shall instruct the students to wear proper identification according to the specifications of the Medical Center.
- 17. The Educational Institution will provide reasonable opportunity for Medical Center staff to participate in curriculum activities related to the clinical experience.
- 18. The Educational Institution shall certify that students and faculty assigned to the clinical experience are certified in Basic Life Support. Certification should include adult, child and infant CPR and Foreign Body Airway Obstruction; i.e. American Heart Association Healthcare Provider or American Red Cross Professional Rescuer.
- 19. No less than four (4) weeks in advance of the affiliation date, the Educational Institution, in cooperation with the student(s), shall notify the Medical Center of any reasonable accommodation(s) required by any affiliating student(s) to perform the clinical tasks, duties and/or functions required during the clinical experience. The Educational Institution shall bear the cost of such reasonable accommodation(s).
- 20. The Educational Institution and each student and faculty member shall agree to comply with the requirements of the Compliance Program and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it applies to the activities of students and faculty participating in the clinical experience at Medical Center. The Educational Institution agrees to instruct students on the confidentiality of information relevant to patient care, client care and institutional matters. The Educational Institution's responsibility is further outlined in Agreement § III, ¶ 8.
- 21. Educational Institution, its instructors, students, will not copy or utilize any documents or computer program in violation of applicable copyright laws or licensing agreements and they will not release or disclose confidential business information obtained from Medical Center including customer lists, trade practices, price lists, contracts or other information.

III. Medical Center Rights and Responsibilities

- 1. The Medical Center shall designate a liaison person to be the primary contact for the Educational Institution with respect to the development and implementation of the Educational Plan.
- 2. Within its capacity and capability, the Medical Center will provide emergency care to the student(s) in case of accident or illness occurring in the Medical Center at the student's expense.
- 3. The Medical Center will make available the clinical facilities specified in the Educational Plan along with necessary supplies and equipment for normal direct patient care in that specific area, and maintain any other agreed upon standards jointly developed in the Educational Plan.
- 4. The Medical Center will provide reasonable opportunity to faculty of the Educational Institution to serve as resource persons to the Medical Center in matters contributing to the quality of patient care.
- 5. The Medical Center will regard students of the Educational Institution, when assigned for clinical experience, as having the status of learners. This will not impact Medical Center's staffing patterns.
- 6. The Medical Center is responsible for overall supervision and delivery of patient care.
- 7. The Medical Center will provide a conference room for educational purposes, when available, for the faculty and students of the Educational Institution in accordance with standard Medical Center policy and procedures. The Medical Center will make available cafeteria services and reasonable parking space as available.
- 8. The Medical Center complies with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and shall direct all students and faculty to comply with the policies and procedures of the Medical Center, including those outlined in the Medical Center's Compliance Program and those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Educational Institution acknowledges that it and its faculty and students may have access to confidential PHI including, but not limited to patient identifying information. Educational Institution, its faculty, employees and students will not use or disclose PHI other than as permitted by this Agreement and will protect and safeguard from any oral and written disclosure all confidential information with which they or their faculty, students or employees may come in contact. Educational Institution and its students and faculty will comply with all applicable laws and regulations, specifically including those set forth in the Compliance Program, and the privacy and security standards of the HIPAA, as amended from time to time. Educational Institution recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this

Agreement and/or legal action. Each student or faculty member participating in the Clinical experience covered by this Agreement must agree to comply with Medical Center's Compliance Program and keep all patient information strictly confidential at all times. Students and faculty are responsible for complying with the laws and for respecting the privacy of patients and for maintaining the confidentiality of all strictly confidential information at all times. This includes information involving patients, staff members, students, Medical Center, or Educational Institution business. Any information seen or heard concerning a patient's diagnosis, condition, treatment, financial or personal status must be held in absolute confidence. The Medical Center shall provide a statement of confidentiality and security or business associate agreement to be signed by students, faculty, and other agents of the Educational Institution who have access to PHI.

- 9. The Medical Center understands and agrees that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232 (g) and agrees to abide by its provisions.
- 10. The Medical Center will provide the opportunity for the faculty to be apprised of current policies, procedures and safety rules and regulations through orientation, meetings and/or printed materials.
- 11. The Medical Center retains the right to restrict or prohibit a student, faculty member, or other agent of the Educational Institution from participating in the clinical experience or from the Medical Center grounds for good cause shown in the sole discretion of the Medical Center. The basis for such a restriction shall be presented in writing to the individual responsible for the clinical experience from the Educational Institution and shall be deemed effective upon presentation to the Educational Institution. The Medical Center does not discriminate on the basis of race, color, national origin, sex, age or disability. Medical Center shall retain the right to demand immediate removal of any student or faculty from its premises.
- 12. The Medical Center reserves the right to terminate or prohibit clinical experiences in specific areas.
- 13. The Medical Center reserves the right to object to any proposed activity or plan involving students and/or faculty and any other matter or obligation imposing a burden on Medical Center or its staff.

IV. <u>Miscellaneous</u>

- 1. The terms of each and every provision in this Agreement shall prevail and control the terms of any other provision in any other document relating to this affiliation.
- 2. The terms of this Agreement shall be subject to the laws of the State of Kansas.
- 3. The Agreement may not be assigned or duties delegated by either party without the other party's prior written consent.
- 4. There shall be no amendments to the Agreement unless made in writing and agreed upon by both parties.
- 5. Neither party shall be permitted to use logos or other trade/service marks of the other without prior approval of the other party.
- 6. The Medical Center and Educational Institution represent and agree that their representatives executing this contract, and any attachment hereto, are fully authorized to agree to all provisions herein.
- 7. The Educational Institution and the Medical Center mutually agree to make no distinction among students covered by the Agreement on the basis of race, religion, color, national origin, gender, age, sexual orientation, marital status, political affiliation, status as a Veteran, genetic information or disability.
- 8. This Agreement does not and shall not be construed to create any principal/agent, master/servant, employer/employee or partnership relationship of any kind between Medical Center and Educational Institution nor between Medical Center and any Educational Institution student or faculty participating in the clinical experience. No student or faculty shall have any rights by reason of participation in the clinical experience against Medical Center for any salary, remuneration or compensation, nor any employee benefits, Social Security, Workers' Compensation coverage, disability or unemployment insurance benefits, vacation pay, sick leave, nor any other remuneration of any kind whatsoever. Any services rendered to Medical Center by student or faculty shall be considered incidental to the educational content of the clinical experience.
- 9. Any and all provisions and appendices attached to this document and signed or initialed by the parties of this Agreement will be considered part of the Agreement between the Medical Center and the Educational Institution.

- 10. Notwithstanding any other provision in this Agreement, the Agreement may be terminated, without cause, by written notice delivered by either party to the other with not less than ninety (90) days' notice. The Medical Center reserves the right to terminate this Agreement for cause at any time after providing the Educational Institution with ten (10) days' notice. The ten-day period allows Educational Institution the opportunity to correct the alleged problem or stated cause for termination in a manner satisfactory to the Medical Center.
- 11. The parties shall not incur any financial obligation one to the other.
- 12. Medical Center will indemnify and hold harmless Educational Institution, its officers, employees and agents from and against any and all claims, damages, judgments, actions, and causes of action, including but limited to the cost, expenses and legal fees incurred in defending any and all such claims, actions and lawsuits arising by reason of the act or omissions of the employees or agents of Medical Center pursuant to this Agreement. Educational Institution agrees to give Medical Center written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within ten (10) days after Educational Institution has notice thereof.
- 13. Educational Institution will provide general liability, professional liability and worker's compensation insurance that will insure Educational Institution, its faculty and students against any claims for liability that may arise against it, its faculty or students while participating in the clinical experience at Medical Center. To the extent permitted by law and in a manner consistent with its policies of insurance and so as to provide applicable coverage and not defeat it, Educational Institution will indemnify and hold harmless Medical Center from any and all claims, damages, judgments, actions, and causes of action, including but not limited to the cost, expenses and legal fees incurred in defending any and all such claims, actions and lawsuits arising by reason of the act or omissions of the faculty, students and/or agents of Educational Institution pursuant to Agreement. Medical Center agrees to give Educational Institution written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within ten (10) days after Medical Center has notice thereof. Educational Institution also indemnifies and holds Medical Center harmless from any claims by students concerning the quality or adequacy of training received at Medical Center.
- 14. The parties shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all of the department and bureaus applicable to Agreement. Parties shall comply with all standards and amendments thereto, of all entities, which govern, regulate and/or accredit the parties, included but not limited to federal, state, and local government agencies and the standards of the Joint Commission.
- 15. This Agreement is not exclusive. The Medical Center may enter into educational affiliation agreements with other entities.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

HUTCHINSON REGIONAL MEDICAL CENTER, INC. "MEDICAL CENTER"				
Ken Johnson Interim President and CEO	Date			
BUTLER COMMUNITY COLLEGE "EDUCATIONAL INSTITUTION"				
Dr. Kimborly W. Krall				
	12/16/2020			
Kimberly W. Krull	Date			
President				

PERSONNEL

TOPIC for ACTION Construction Technology Faculty, STEM

REPORT:

Brandon Leach teaches drafting and industrial arts at El Dorado High School and has owned and operated a residential design business for the past 18 years. He received his education at Wichita State University with a Masters of Arts in Curriculum and Instruction, a Bachelor's in History, and an AAS in Drafting from Cowley Community College.

Brandon will be responsible for teaching Construction Technology courses for Butler's new Construction Technology program. In addition to his teaching responsibilities, Brandon will be responsible for curriculum development, collaborating and partnering with high school technical education faculty and counselors, and creating and sustaining partnerships with four-year colleges, and business and industry.

RECOMMENDED ACTION:

Approve Brandon Leach as faculty, Construction Technology in the Science, Technology, Engineering and Mathematics (STEM) division effective January 01, 2021, at a salary of \$45,810 plus benefits.

RECOMMENDED FUNDING SOURCE:

STEM Budget

Submitted by: Niomi Thompson, Associate Dean – Science, Technology,

Engineering and Mathematics

Supervisor: Mel Whiteside, Dean – Science, Technology, Engineering and

Mathematics

Date: December 18, 2020

SUPPLEMENTAL INFORMATION

Office of Research and Institutional Effectiveness

215 BOE

(316) 322.3338



	Butler Community College Key Performance Indicators				
KPI	<u>Definition</u>	Goal	CURRENT OUTCOME		
Completion (Grad rates and transfer rates) Updated in spring	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= 28% Transfer rate = 26% (2019 = 26%; Transfer = 30%)		
Completion (Credential awards) Preliminary update – late fall; final update - spring	Annual production of certificates and degrees	Increase the award of degrees and certificates from 1,415 to 1,557 by 2020	1,446 (1,513 in AY 2019)		
Retention Updated in spring	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 Updated in spring	Job placements of completers/leavers of Butler CTE programs	Exceed 79%	76.3% (2018 = 77%)		
Transfer GPA and hours Updated in spring	GPAs and transferred hours of Butler transfers to state universities	Exceed peer basket of other KS community colleges	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 3 (AY 2019)
Increase third party industry credentials	1012	1072
ALP success rates	63.1%	53.47%
Increase STEM credentials	302 AAS and Certificates	296
Improve College Algebra pass rates	65.2%	72.7%
First year retention	62.4%	65.1%

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Artificial Intelligence Tools
Responsible individual	Jessica Ohman, Bill Young
Report for the BOT meeting of	January 12, 2021
Strategic Goal: Ensure Student Success	
	intelligence tools to provide increased access to
	information and to augment staff in answering
	questions for students)

Narrative

The Ocelot chatbot, Grizzwold, was launched on December 1, 2020. Grizzwold has a general library of 2,080 answers he can discuss with prospective and current students. This library contains many topics referencing Financial Aid, Covid-19, Scholarships, hours of operation, etc. Custom questions and answers are entered by department personnel to increase Grizzwold's knowledge base. Grizzwold app appears at the bottom right corner of all Butler's public facing web pages.

Current Outcomes

Since launching, Grizzwold has had 4,084 total interactions. Analytics show 13% of those total interactions happened on the weekend and 32% of those total interactions were after business hours.

Grizzwold is currently answering questions at 87.5% success rate.

Grizzwold has successfully helped prospective and current students by providing answers to questions such as:

I need to schedule an appointment to take a placement test. How do I apply for admission? How do I accept financial aid awards in pipeline? How do I get my Butler id?

Currently, 16 departments have been implemented into Grizzwold.

Action items for future outcomes

Continue to implement departments into Grizzwold.

The next phases of the implementation include: Live Chat Handoff, Zoom, and Banner integration. Live Chat will transfer the current bot conversation to a live person if the prospective student or student requests the transfer. Live chat will directly link the student to the appropriately chosen department to assist further. A student can request, for example, a transfer to Financial Aid for assistance understanding their FASFA. During live chat with our zoom integration, student and employee can initiate a zoom meeting and share screens to better assist the student. Banner integration will provide a student's information directly through the bot. Once the student authenticates, they can ask Grizzwold for example their total semester bill and Financial Aid awards for certain semester.

Custom questions and answers are routinely entered by department personnel to increase Grizzwold's knowledge base along with reviewing and correctly answering the "I don't know" responses. This will be an on-going routine to ensure Grizzwold's accuracy.

Strategic Alignment

The artificial intelligence tool, Grizzwold, is aligned with the College's institutional strategic priorities of: Ensuring Student Success and Advancing Institutional Effectiveness.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Community Service
Responsible individual	Bill Rinkenbaugh
Report for the BOT meeting of	January 12, 2021
Strategic Goal: Contribute to Our	Priority Number: 1b (Create a strengthened
Communities	presence of the college in communities through
	expanded community service initiatives during
	FY2021)

Narrative

Butler Community College students engage in activities of community service throughout the academic year. Activities include visiting elementary classrooms by various athletic teams. Our student-athletes provide tutoring, reading, and mentoring to local students. Last year, the elementary schools were invited to afternoon ballgames as guests of the Grizzlies.

The Student Government Association has worked with the Ronald McDonald House in Wichita to provide services for the 11 families that are there. This includes families with high-risk pregnancies. SGA representatives fixed a meal, created baby blankets for the newborn infants upon their arrival, and left inspirational cards in their dining area. This fall semester, they were not allowed to fix the meal due to COVID-19, but they, once again, created the blankets and inspirational cards for the residents of the home. Every spring, Student Life and SGA creates the Grizzly Give Back Day. This is a day where students, staff, and faculty come together to provide service to the various communities throughout Butler County. Service projects are identified by the entities needing assistance and then the workforce is distributed throughout the County on one day to address those needs.

Last April, Grizzly Give Back Day was cancelled due to COVID, but another even is being planned for this spring in hopes that we will be able to go out and provide that community service.

A football scrimmage was held this fall with admission being a non-perishable item for the local food bank. Student Life also sponsored a food drive for our Food Pantry for students that were in need of food supplies – especially over the holidays. The goal of this initiative is to have students realize the mission of the College that states, "contribute to the vitality of the communities we serve."

Current Outcomes

The pandemic has seriously hindered our abilities to gather as a group to provide any community service activities either by a group of students or by the entities that are on the receiving end of the services that have been provided. While we could not provide the meal at the Ronald McDonald House this fall, SGA was still able to provide blankets for the newborns and created inspirational cards for the dining room. Again, food items were donated to the local food bank and the College Food Pantry has food available for individuals in need.

Action items for future outcomes

This spring semester, the Grizzly Give Back Day is being planned in hopes that we will be able to continue with this tradition that is in its 11th year. Meetings between Cameo Rector, Director of the El Dorado Chamber of Commerce, and Student Life representatives will occur after the first of the year to identify potential other initiatives for student engagement with the YMCA, Homeless Shelter and other entities in need of assistance.

Strategic Alignment

This Community Service initiative aligns with the strategic goal of Contribute to Our Communities. Additionally, initiatives address the mission of the College: Butler Community College exists to develop responsible, involved, life-long learners and to contribute to the vitality of the communities we serve.

Conversations following the events are held with the students to discuss the experience and to reflect on the importance of getting engaged with your community.

REPORT TO THE BOARD OF TRUSTEES, BUTLER COMMUNITY COLLEGE

Department/Project Name	Diversity, Equity and Inclusion
Responsible individual	Shelley Stultz, Inclusion Council
Report for the BOT meeting of	January 12, 2021
Strategic Goal: Advance Institutional	Priority Number: 1b (Expand direct training
Effectiveness	related to diversity, equity, and inclusion in
	FY2021)

Narrative

The Inclusion Council has brought forth a strategic plan that includes producing a more structured process to bring the diversity of Butler's faculty and staff (with respect to race, class, sexuality, gender, economic-status, and other diversity measures) in closer alignment with underrepresented populations we serve.

One of the objectives is to expand direct training related to diversity, equity and inclusion for FY2021.

Current Outcomes

The Inclusion Council is working to design direct training seminars and regimens for BCC students, faculty, and staff on all relevant matters pertaining to diversity and inclusion with the ultimate aim of fostering a more inclusive work and study environment.

Action items for future outcomes

The Inclusion Council has identified immediate goals to be attained in the first quarter of 2021 to include:

- Host 5 trainings (e.g. 2nd Saturday, Advisors, RAs, etc.)
- Plan PDD AVID Inclusion seminar for Spring 2021
- Advertise and secure Inclusion on Demand training occasions for Spring 2021
- Develop an RA inclusion training to be implemented as part of each new term's RA onboarding
- Develop and implement trainings at New Faculty Orientation, New Adjunct Orientation, and New Employee Orientation.

Strategic Alignment

Ensuring student and employee success with the ultimate aim of fostering a more inclusive work and learning environment at Butler Community College.

Butler Community College Statement of Revenue, Expenditures, Other Changes As of 12/31/2020

FISCAL YEAR 21, PERIOD 06 Operating Funds 1100, 1200, 1500

		2021					2020		
			Variance	Percent	$ ^{-}$			Variance	Percent
	Budget	Actual	(Over)Under	of Budget		Budget	Actual	(Over)Under	of Budget
REVENUES:									
Tuition/Fees	18,010,867	14,683,313	3,327,554	81.52%		19,235,914	15,414,363	3,821,551	80.13%
Local Sources	13,252,728	1,420,421	11,832,307	10.72%		14,648,337	1,267,321	13,381,016	8.65%
State Sources	14,719,888	7,831,317	6,888,571	53.20%		15,870,398	7,635,503	8,234,895	48.11%
Auxiliary Sources	17,724	17,670	54	99.70%		17,724	8,190	9,534	46.21%
Federal Sources	0	0	0	0.00%		0	0	0	0.00%
Other Sources	654,963	269,737	385,226	41.18%		1,042,959	348,485	694,474	33.41%
Transfers	432,135	432,134	1	100.00%	_	109,249	63,352	45,897	57.99%
TOTAL REVENUES:	47,088,305	24,654,592	22,433,713	52.36%		50,924,581	24,737,215	26,187,366	48.58%
EXPENSES:									
Instruction	15,651,027	6,266,954	9,384,073	40.04%		16,274,655	6,841,021	9,433,634	42.03%
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	3,425,191	1,410,913	2,014,278	41.19%		3,639,178	1,585,310	2,053,868	43.56%
Student Services	6,263,978	2,496,647	3,767,331	39.86%		6,653,322	3,013,260	3,640,062	45.29%
Institutional Support	17,304,141	9,198,247	8,105,894	53.16%		17,713,946	9,394,609	8,319,337	53.04%
Physical Plant Operations	3,516,342	1,378,364	2,137,978	39.20%		3,521,141	1,390,217	2,130,924	39.48%
Student Financial	3,705,385	1,911,814	1,793,571	51.60%		3,710,385	1,869,932	1,840,453	50.40%
Auxiliary Enterprise	0	0	0	0.00%	_	235,000	0	235,000	0.00%
TOTAL EXPENSES:	49,866,064	22,662,940	27,203,124	45.45%		51,747,627	24,094,348	27,653,279	46.56%
TRANSFERS AMONG FUNDS:									
Mandatory Transfers	874,214	674,528	199,686	77.16%		1,135,060	696,924	438,136	61.40%
Non-Mandatory Transfers	512,273	512,273	0	100.00%	$\ \ _{\scriptscriptstyle{-}}$	686,000	686,000	0	100.00%
TOTAL TRANSFERS:	1,386,487	1,186,801	199,686	85.60%		1,821,060	1,382,924	438,136	75.94%
NET INCREASE/DECREASE IN NET ASSETS	(4,164,246)	804,851				(2,644,106)	(740,058)		
Fund Balances, Beginning of year	9,069,882	9,069,882			$\left \ \right _{-}$	7,135,350	7,135,350		
Fund Balances, End of Period	4,905,636	9,874,733				4,491,244	6,395,293		

Statement of Revenue, Expenditures, and Other Changes

REVENUES:

Tuition/Fees

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

Local Sources

Ad Valorem Taxes, Taxes-in-Process, Delinquent Taxes, Motor Vehicle Taxes, and other Local Taxes

State Sources

State Operating Grant and SB155 Funding

Auxiliary Sources

Dorm Rental – Fire Science students

Student Life and EduCare Fund Revenue (not applicable to Operating Funds)

Other Sources

Interest Income, Reimbursements, Commissions, Gate Receipts, Deferment Fees, Media Resource Fees, and Prior Year Claims Cancelled

Transfers

Testing Fees Transfer for Administration, Transcript Fees Transfer for Advising, and Residence Hall Debt Transfer

EXPENSES:

Instruction

General, Vocational and Adult Instruction

Other Expenditures

Parking and Agency Funds (not applicable to Operating Funds)

Academic Support

Library, Academic Administration, Curriculum Development

Student Services

Counseling, Financial Aid, Student Records, Admissions, Health Services, Student Activities, and Student Services

Institutional Support

Executive Management, Fiscal Operations, Community/Public Relations, Information Services, and Administrative Services

Physical Plant Operations

Maintenance of Buildings, Equipment, Grounds, Debt Service

Student Financial

Scholarships and Grants

Auxiliary Enterprise

Operating Support of EduCare Center

Transfers

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

THANK YOU NOTES

Dear Butler Family,

Thank you so much for the lovely flowers and the book donated in John's name. it is a comfort to know you have us in your thoughts and prayers.

Karen (Karst) and family

Dear Dr. Krull:

We wished to send to you our Sincere Thank You for the use of the Welcome Center for our Veteran's Day Program that was recently held. All of Butler personnel that worked with us setting up this event were very cordial, professional and extended us every courtesy in aiding us in every way imaginable. Butler Community College should be very proud of its employees and we as an American Legion Post 81 extend our Hoorah to them and to you for our use of the facility.

Sincerely yours,

Steven Seymour, Commander

Captain Edgar Dale Post 81 American Legion

El Dorado, Kansas

To know you are with us in our time of Sorrow Sharing our prayers, Today & Tomorrow God gives us comfort in the form of family & friends.

May His peace be with you. His lover never ends.

Thank you for the book you added to the library in memorial of Dave.

Mary Fankhauser

BOARD OF TRUSTEES CALENDAR OF ACTIVITIES JANUARY - FEBRUARY

January Board Finance Committee	Tuesday, January 12, 3:30 p.m.	Lance Lechtenberg
	President's Conference Room	Shelby Smith
January Board Meeting	Tuesday, January 12, 4:30 p.m.	ALL TRUSTEES
	Dankert Board Room	
February Board Finance Committee	Tuesday, February 9, 3:30 p.m.	TBD
	President's Conference Room	
February Board Meeting	Tuesday, February 9, 4:30 p.m.	ALL TRUSTEES
	Dankert Board Room	

2020-2021 Board Meeting Dates

Tuesday, January 12, 2021
Tuesday, February 9, 2021
Tuesday, March 9, 2021
Tuesday, April 13, 2021
Tuesday, May 11, 2021
Tuesday, June 8, 2021
Tuesday, July 13, 2021

LOOKING AHEAD		
March Board Finance Committee	Tuesday, March 9, 3:30 p.m. President's Conference Room	TBD
March Board Meeting	Tuesday, March 9, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
April Board Finance Committee	Tuesday, April 13, 3:30 p.m. President's Conference Room	TBD
April Board Meeting	Tuesday, April 13, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Spring 2021 ACTIVITY CALENDAR

Martin Luther King, Jr Day – College Closed	Mon, January 18
Men's bball v Hesston College	Sat, January 23 @ 7:30 p.m.
First Day of Spring Classes	Mon, January 25
Volleyball v Pratt (away)	Mon, January 25 @ 6:30 p.m.
Women's bball v Colby (home)	Wed, January 27 @ 5:30 p.m.
Men's bball v Colby (home)	Wed, January 27 @ 7:30 p.m.
Volleyball v Rose State College (away)	Fri, January 29 @ 5:00 p.m.
E.B. White Gallery of Art	January 29 – March 26
Dane Jones & Erin Raux Exhibit	
Reception	Thur, February 18 @ 6:00 p.m.
Women's bball v Dodge City (away)	Sat, January 30 TBA
Men's bball v Dodge City (away)	Sat, January 30 TBA

Valloyball y Indonandanaa (ayay)	Man Fahruary 1 @ 6:20 n m
Volleyball v Independence (away)	Mon, February 1 @ 6:30 p.m.
Women's bball v Hutchinson (home)	Wed, February 3 @ 5:30 p.m.
Men's bball v Hutchinson (home)	Wed, February 3 @ 7:30 p.m.
Volleyball v Colby (away)	Thur, February 4 @ 6:30 p.m.
Women's bball v Pratt (away)	Sat, February 6 @ 5:30 p.m.
Men's bball v Pratt (away)	Sat, February 6 @ 7:30 p.m.
Volleyball v Dodge City (away)	Mon, February 8 @ 6:00 p.m.
Women's bball v Garden City (home)	Wed, February 10 @ 5:30 p.m.
Men's bball v Garden City (home)	Wed, February 10 @ 7:30 p.m.
Volleyball v Seward County (home)	Thur, February 11 @ 6:30 p.m.
Music Theatre of Wichita & Wichita Symphony	Sat, February 13
Orchestra with the Butler Community College Concert	Sun, February 14
Choir	For more information: www.wso.org
Baseball v Des Moines Area Community College	Sat, February 13 @ 1:00 p.m.
(home)	Sat, February 13 @ 3:00 p.m.
	Sun, February 14 @ 1:00 p.m.
	Sun, February 14 @ 1:00 p.m.
Women's bball v Seward (away)	Sat, February 13 @ 6:00 p.m.
Men's bball v Seward County (away)	Sat, February 13 @ 8:00 p.m.
Volleyball v Northeastern Oklahoma A&M College	Mon, February 15 @ 7:00 p.m.
(home)	
Women's bball v Barton (home)	Wed, February 17 @ 5:30 p.m.
Men's bball v Barton (home)	Wed, February 17 @ 7:30 p.m.
Softball v Labette (away)	Thur, February 18 @ 2:00 p.m.
` ',	Thur, February 18 @ 4:00 p.m.
Volleyball v Hutchinson (away)	Thur, February 18 @ 6:00 p.m.
Children's Theatre	Sat, February 20 @ 2:00 p.m.
Production TBD	
Women's bball v NW Kansas Tech College (away)	Sat, February 20 @ 2:00 p.m.
Men's bball v NW Kansas Tech College (away)	Sat, February 20 @ 4:00 p.m.
Volleyball v Garden City (home)	Mon, February 22 @ 6:30 p.m.
Women's bball v Cloud County (away)	Mon, February 22 @ 6:00 p.m.
Men's bball v Cloud County (away)	Mon, February 22 @ 8:00 p.m.
Softball v Friends (home)	Tue, February 23 @ 2:00 p.m.
Consum V Friends (Horns)	Tue, February 23 @ 4:00 p.m.
Volleyball v Pratt (home)	Thur, February 25 @ 6:30 p.m.
Baseball v Cowley County (away)	Fri, February 26 TBA
Men's bball v Independence (away)	Sat, February 27 @ 4:00 p.m.
Women's bball v Independence (away)	Sat, February 27 @ 5:00 p.m.
Baseball v Cowley County (home)	Sun, February 28 @ 1:00 p.m.
Daseball v Cowley County (Home)	Sun, February 28 @ 3:00 p.m.
Volleyball v Barton (away)	
Volleyball v Barton (away)	Mon, March 1 @ 6:30 p.m.
Women's bball v Neosho County (home)	Wed, March 3 @ 5:30 p.m.
Men's bball v Neosho County (home)	Wed, March 3 @ 7:30 p.m.

Baseball v Kansas City Kansas (away)	Thur, March 4 @ 1:00 p.m.
	Thur, March 4 @ 3:00 p.m.
Volleyball v Independence (home)	Thur, March 4 @ 6:30 p.m.
Softball v Bethany College (home)	Fri, March 5 @ 3:00 p.m.
	Fri, March 5 @ 5:00 p.m.
Baseball v Kansas City Kansas (away)	Sat, March 6 @ 1:00 p.m.
	Sat, March 6 @ 3:00 p.m.
Women's bball v Allen County (away)	Sat, March 6 @ 2:00 p.m.
Men's bball v Allen County (away)	Sat, March 6 @ 4:00 p.m.
Volleyball v Barton (home)	Sat, March 6 @ 2:30 p.m.
Volleyball v Colby (home)	Mon, March 8 @ 6:30 p.m.
Baseball v Northern Oklahoma College – Enid (away)	Tue, March 9 @ 1:00 p.m.
Softball v Northern Oklahoma – Tonkawa (home)	Tue, March 9 @ 2:00 p.m.
	Tue, March 9 @ 4:00 p.m.
Women's bball v Cowley County (away)	Wed, March 10 TBA
Men's bball v Cowley County (away)	Wed, March 10 @ 7:30 p.m.
Baseball v Garden City (away)	Thur, March 11 @ 1:00 p.m.
	Thur, March 11 @ 3:00 p.m.
Softball v Pratt (home)	Thur, March 11 @ 2:00 p.m.
	Thur, March 11 @ 4:00 p.m.
Volleyball v Dodge City (home)	Thur, March 11 @ 6:30 p.m.
Baseball v Garden City (home)	Sat, March 13 @ 1:00 p.m.
	Sat, March 13 @ 3:00 p.m.
Softball v Dodge City (home)	Sat, March 13 @ 2:00 p.m.
	Sat, March 13 @ 4:00 p.m.
Women's bball v Coffeyville (home)	Sat, March 13 TBA
Men's bball v Coffeyville (home)	Sat, March 13 TBA
Spring Break – No Classes	March 15 – 19
Women's bball v Cloud County (home)	Mon, March 15 @ 5:30 p.m.
Men's bball v Cloud County (home)	Mon, March 15 @ 7:30 p.m.
Vollebyall v Seward County (away)	Mon, March 15 @ 6:30 p.m.
Baseball v Neosho (away)	Tue, March 16 @ 1:00 p.m.
Softball v Barton (away)	Thur, March 18 @ 1:00 p.m.
	Thur, March 18 @ 3:00 p.m.
Baseball v Cloud County (home)	Thur, March 18 @ 1:00 p.m.
	Thur, March 18 @ 3:30 p.m.
Baseball v Cloud County (away)	Sat, March 20 @ 1:00 p.m.
	Sat, March 20 @ 3:30 p.m.
Softball v Colby (home)	Sat, March 20 @ 2:00 p.m.
	Sat, March 20 @ 4:00 p.m.
Women's bball v Independence (home)	Sat, March 20 @ 5:30 p.m.
Men's bball v Independence (home)	Sat, March 20 TBA
Fall 2021 Enrollment Begins	Mon, March 22
Volleyball v Hutchinson (home)	Mon, March 22 @ 6:00 p.m.
Women's bball v Neosho County (away)	Wed, March 24 TBA

Men's bball v Neosho County (away)	Wed, March 24 TBA
Baseball v Hutchinson (away)	Thur, March 25 @ 1:00 p.m.
- account 1 (analy)	Thur, March 25 @ 3:30 p.m.
Softball v Hutchinson (away)	Thur, March 25 @ 2:00 p.m.
(analy)	Thur, March 25 @ 4:00 p.m.
Volleyball v Garden City (away)	Thur, March 25 @ 6:30 p.m.
Football v Independence (away)	Fri, March 26 @ 7:00 p.m.
Baseball v Hutchinson (home)	Sat, March 27 @ 1:00 p.m.
,	Sat, March 27 @ 3:00 p.m.
Women's bball v Allen County (home)	Sat, March 27 TBA
Men's bball v Allen County (home)	Sat, March 27 TBA
Softball v NW Kansas Tech College (away)	Sun, March 28 @ 2:00 p.m.
	Sun, March 28 @ 4:00 p.m.
Women's bball v Cowley County (home)	Mon, March 29 @ 5:30 p.m.
Men's bball v Cowley County (home)	Mon, March 29 @ 7:30 p.m.
Soccer v Allen County (away)	Wed, March 31 @ 2:00 p.m.
Women's bball v Coffeyville (away)	Wed, March 31 @ 5:30 p.m.
Men's bball v Coffeyville (away)	Wed, March 31 @ 7:30 p.m.
Baseball v Colby (home)	Thur, April 1 @ 1:00 p.m.
	Thur, April 1 @ 3:00 p.m.
Softball v Independence (away)	Thur, April 1 @ 2:00 p.m.
	Thur, April 1 @ 4:00 p.m.
College Closed/No Classes	Fri, April 2
Soccer v Dodge City (away)	Sat, April 3 @ 1:00 p.m.
Baseball v Colby (away)	Sat, April 3 @ 1:00 p.m.
	Sat, April 3 @ 3:00 p.m.
Football v Hutchinson (home)	Sat, April 3 @ 7:00 p.m.
Soccer v Kansas City Kansas (away)	Wed, April 7 @ 4:00 p.m.
Baseball v Dodge City (away)	Thur, April 8 @ 1:00 p.m.
	Thur, April 8 @ 3:00 p.m.
Baseball v Dodge City (home)	Sat, April 10 @ 1:00 p.m.
	Sat, April 10 @ 3:00 p.m.
Softball v Seward County (home)	Sat, April 10 @ 2:00 p.m.
	Sat, April 10 @ 4:00 p.m.
Soccer v Hutchinson (away)	Sat, April 10 @ 2:00 p.m.
Football v Dodge City (away)	Sun, April 11 TBD
Softball v Dodge City (away)	Mon, April 12 @ 2:00 p.m.
	Mon, April 12 @ 4:00 p.m.
Soccer v Neosho County (home)	Wed, April 14 @ 7:00 p.m.
Baseball v Barton (away)	Thur, April 15 @ 1:00 p.m.
0.60 - 11 - 0.01 - 0.01	Thur, April 15 @ 3:30 p.m.
Softball v Garden City (away)	Thur, April 15 @ 2:00 p.m.
	Thur, April 15 @ 4:00 p.m.

E.B. White Gallery of Art	April 15 – May 7
Annual Student Juried Exhibit	The may r
Reception	Thur, April 15 @ 6:00 p.m.
Theatre	Thur, April 15 @ 7:30 p.m.
Production 4 - TBA	Fri, April 16 @ 7:30 p.m.
1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	Sat, April 17 @ 2:00 & 7:30 p.m.
Baseball v Barton (home)	Sat, April 17 @ 1:00 p.m.
- 55555 (Sat, April 17 @ 3:00 p.m.
Softball v Pratt (away)	Sat, April 17 @ 1:00 p.m.
	Sat, April 17 @ 3:00 p.m.
Softball v Fort Scott (home)	Mon, April 19 @ 2:00 p.m.
,	Mon, April 19 @ 4:00 p.m.
Soccer v Coffeyville (away)	Mon, April 19 @ 7:00 p.m.
Soccer v Johnson County (home)	Wed, April 21 @ 7:00 p.m.
Baseball v Seward County (away)	Thur, April 22 @ 1:00 p.m.
	Thur, April 22 @ 3:00 p.m.
Softball v Barton (home)	Thur, April 22 @ 2:00 p.m.
· · · ·	Thur, April 22 @ 4:00 p.m.
Instrumental Music Spring Concert	Fri, April 23 @ 7:30 p.m.
	Sat, April 24 @ 7:30 p.m.
Soccer v Garden City (away)	Sat, April 24 @ 1:00 p.m.
Baseball v Seward County (home)	Sat, April 24 @ 1:00 p.m.
	Sat, April 24 @ 3:00 p.m.
Softball v Hutchinson (home)	Sat, April 24 @ 2:00 p.m.
	Sat, April 24 @ 4:00 p.m.
Football v Coffeyville (away)	Sun, April 25 @ 1:30 p.m.
Softball v Labette (home)	Mon, April 26 @ 2:00 p.m.
	Mon, April 26 @ 4:00 p.m.
Baseball v Northern Oklahoma College – Enid (home)	Tue, April 27 @ 1:00 p.m.
Baseball v Labette (away)	Thur, April 29 @ 1:00 p.m.
	Thur, April 29 @ 3:00 p.m.
Softball v Independence (home)	Thur, April 29 @ 2:00 p.m.
V10	Thur, April 29 @ 4:00 p.m.
Vocal Concert #4	Thur, April 29 @ 7:30 p.m.
	Fri, April 30 @ 7:30 p.m.
On a new Onesday Onesday (harran)	Sat, May 1 @ 2:00 & 7:30 p.m.
Soccer v Cowley County (home)	Sat, May 1 @ 10:00 a.m.
Baseball v Labette (home)	Sat, May 1 @ 1:00 p.m.
Football v. Highland (home)	Sat, May 1 @ 3:00 p.m.
Football v Highland (home)	Sat, May 1 @ 7:00 p.m.
Softball v Cowley County (home)	Mon, May 3 @ 4:00 p.m.
Capper v Kanaga City Kanaga (harra)	Mon, May 3 @ 6:00 p.m.
Soccer v Kansas City Kansas (home)	Mon, May 3 @ 5:00 p.m.
Woodwind Chamber Recital	Mon, May 3 @ 7:30 p.m.
Brass Chamber Recital	Tues, May 4 @ 7:30 p.m.

Soccer v Neosho County (away)	Wed, May 5 @ 7:00 p.m.
Percussion Chamber Recital	Wed, May 5 @ 7:30 p.m.
Baseball v Pratt (home)	Thur, May 6 @ 1:00 p.m.
	Thur, May 6 @ 3:00 p.m.
Dance Showcase	Thur, May 6 @ 7:00 p.m.
Baseball v Pratt (away)	Sat, May 8 @ 1:00 p.m.
	Sat, May 8 @ 3:00 p.m.
Football v Arkansas Baptist College (home)	Sat, May 8 @ 7:00 p.m.
Soccer v Barton (home)	Sun, May 9 @ 11:00 a.m.
Student Art Sale	Tues, May 11
	10:00 a.m. – 4:00 p.m.
Soccer v Coffeyville (home)	Wed, May 12 @ 7:00 p.m.
Commencement	Fri, May 14 @ 7:00 p.m.
Football v Fort Scott (away)	Sat, May 15 @ 7:00 p.m.
Soccer v Johnson County (away)	Sat, May 15 @ 7:00 p.m.
Grades Due by Noon	Mon, May 17
Football v Garden City (home)	Sat, May 22 @ 7:00 p.m.
Memorial Day – College Closed	Mon, May 31
Summer Semester Begins	Mon, June 7
Summer Semester Ends	Fri, July 30

ADJOURNMENT	
MOTION: By Chair Howell I move that the Board m	
CALL FOR A SECOND: Trustee	
CALL FOR A VOTE	
MEETING ADJOURNED @	A.M.