

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING
4:30 p.m., Tuesday, July 13, 2021 – Dankert Board Room
Watch Live via <http://www.butlercc.edu/bctv>**

3:30 p.m. Board Finance Committee Meeting – President’s Conference Room.

4:30 p.m. Regular Board Meeting – Dankert Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

IV. RECOGNITIONS -----3

V. PUBLIC COMMENT

If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3b36GXl>

VI. STANDING REPORTS

- A. Professional Employees Report – Terry Sader
- B. Board Finance Committee Report – Doug Law, Shelby Smith
- C. Foundation Board Report – Forrest Rhodes, Kim Krull
- D. President’s Report – Kim Krull
- E. Education Facilities Authority Report –Jim Howell, Doug Law, Kim Krull

VII. MONITORING REPORTS

- A. (I) DIVISION REPORT – Science, Technology Engineering, and Mathematics (Whiteside) -----4

VIII. BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

- A. **Butler** – Because (Borrego) ----- 34
- B. Strategic Plan (Krull) ----- 55
- C. 1600 Building (Krull) ----- 56
- D. Electrical Infrastructure & Arc Flash Assessment Renovation (Umholtz) 57

IX. BOARD ACTION ITEMS

- A. Resolution for Refinancing 2013 COPs (Williams) ----- 58

B.	Personnel	
1.	Acceptance of Retirement of Randy Bush, International Academic Advisor (Stultz)	62
2.	Acceptance of Retirement of Kim Karr, Chemistry Instructor (Stultz)	64
3.	Acceptance of Retirement of Teresa Long, Administrative Assistant (Stultz)	66
4.	Acceptance of Retirement of Gary Royse, Academic Advisor (Stultz)	68
X.	CONSENT AGENDA	
A.	Approval of Minutes	
1.	Regular Board Meeting of June 8, 2021 (Jarvis)	70
2.	Special Board Meeting of June 28, 2021 (Jarvis)	114
B.	Approval of Bills and Warrants for June 2021 (Wilson)	116
C.	Official Appointments and Designations	
1.	Affirmation of Legal Service Provider (Krull)	117
2.	Affirmation of Designated Newspaper for 2021-2022 (Krull)	118
3.	Approval of Designated Bank Accounts for 2021-2022 (Sherwood)	119
D.	Bids and Purchases	
1.	Microsoft TEAMS Suite (Young)	120
E.	Ratification of Agreements and Contracts	
1.	Wesley Medical Center Clinical Affiliation Agreement (Ediger)	152
2.	Project Search (Stultz)	177
3.	Advanced Practice Registered Nurse Agreement (Sharp)	183
4.	Registered Nurse/Collaborating Physician Practice Agreement (Sharp)	187
5.	Local Area IV Workforce Development Board (Krause)	194
F.	Personnel	
1.	Acceptance of Resignation of Sarah Flora, Nursing Instructor (Stultz)	198
2.	Approval of Dr. Randolph Whitely as full-time Biology Instructor (Covert)	200
3.	Approval of Dr. Anne Gillis as full-time Physics/Physical Science Instructor (Covert)	201
4.	Approval of Amanda Hash as Temporary full-time English Instructor (Bradley)	202
XI.	SUPPLEMENTAL INFORMATION	
A.	Key Performance Indicators Update (Mohammad)	203
B.	Thank You Notes	204
C.	Board Calendars	205
XII.	ADJOURNMENT	

JULY BOARD RECOGNITIONS

- **Shelby Varner and Naomi Galindo** – National PBL Conference



Board of Trustees Report

Science, Technology, Engineering and Mathematics (STEM)
Division

By Mel Whiteside, Dean; Shannon Covert, Associate Dean –
Math/Science; Niomi Thompson, Associate Dean – CTE
6/28/2021

The STEM division prepares students in the areas of Agriculture, Biology, Business and Industry, Chemistry, Engineering, Mathematics, and Physics/Physical Science. Through this preparation, students are able to transfer to the next education level of higher education or enter the work force with knowledge, skills and experiences which contribute to their own personal success and the needs of the community. The experienced and credentialed faculty, both educationally and industry recognized, within the STEM division facilitate learning through the use of high engagement learning strategies and state-of-the-art technology. Students pursuing a degree in the STEM division will have a competitive advantage in the increasing need for STEM skills as well as the high skill, high wage, high demand global marketplace

STEM faculty and staff continue to diligently work as a team in the evaluation of effective internal processes, efficient budgeting, and conducting program reviews based on sound data gathering and analysis. This assessment allows the potential to:

- Facilitate instructional collaborations across departments
- Enhance faculty's role in shared governance at the division level
- Streamline course offerings
- Augment communication between faculty and academic administration
- Develop processes to increase and efficiently and effectively utilize available resources
- Support long-term strategic growth
- Facilitate opportunities for faculty professional development

Furthermore, the STEM division strives to offer programs geared to helping our local economy and communities, and develop awareness of programs offered by other Butler academic divisions. As a division, we continuously seek outside funding sources to supplement the need for advanced technology equipment, software and personnel.



HONORS AND RECOGNITIONS

Roueche Excellence Award: From a pool of more than 60 nominees, a committee selected Larry Friesen, mathematic faculty member, as this year's full-time Roueche Excellence Award faculty award winner. According to Mark Jarvis, Butler's Director of Faculty Development, approximately 90% of the nominations come from students. The award is presented by the League for Innovation in the Community College, and honor faculty for abilities in teaching, leadership, and innovation.

Order of the Purple (19 STEM faculty):

- Janice Akao, Dani Anthony, Connie Belden, Beth Cunningham, Mark Diskin, Bruce Fiscus (3 nominations), Robert Carlson (2 nominations), Caroline El-Charr, Melissa Elliott (2 nominations), Susan Forrest, Brian Foster, Chadwick Isom, Joe Leibbrandt, Darryl Runyan, Dr. Jeff Meyer (2 nominations), Ruth Meyer, Betty Taylor, Rhonda Thomas (3 nominations), Dr. Tao Wu

Student Life Awards –

- Instructor Nominees: Brett Eisenman, Dani Anthony, Karen Waddell, Dr. Mike Rose, Kristy Zieman, Rene Hixon, Beth Cunningham, Bonnie Ernst, Deann Korkki, Debora Nelson, Dr. Jeff Meyer, Joe Leibbrandt, Kelly Brown, Melissa Elliott, Niomi Thompson, Rhonda Thomas, Dr. Ruth Meyer



This year's Butler Community College ACBSP Business Student Leader Award recipient is Mara Stewart of El Dorado. Stewart was nominated by [Marketing Department](#) Chair Jared McGinley. The Accreditation Council for Collegiate Business Schools and Programs ([ACBSP](#)) developed the Business Student Leadership Award to recognize excellence in business student leadership. Butler business faculty nominate students they feel exemplify business leadership. Faculty then review applications and select the recipient. Recipients are presented a plaque as well as have their name placed on a perpetual plaque on Butler's campus.

PBL

Chapter Advisors: Janice Akao and Noreen Templin

The Butler Chapter of PBL competed at the Kansas PBL virtual Spring Leadership Conference. The following students placed:

- Naomi Galindo placed First in Global Analysis & Decision Making
- Naomi Galindo placed Second in Computer Concepts
- Naomi Galindo placed Third in Personal Finance
- Shelby Varner placed First in Sales Presentation
- Shelby Varner placed Third in Business Communication



The Ag program added two of its Agricultural degrees completely online. The Associate of Science in Agriculture and the Associate of Science in Agribusiness degrees are now part of the college's online program offerings.

Livestock Judging team members Gunner Crawford, Paige Miller, Martha Moenning, Cal Schultz and Kyler Vernon, were selected as Academic All-Americans. This honor combines both Academic success and success in livestock judging.

Taylor Frank was recognized as *Co-Coach of the Year*. This is the fourth time Coach Frank has received this recognition in his five years as head Livestock Judging Coach. Additionally, the Livestock Judging team finished as Co-Team of the Year and had *five* students recognized as Academic All-Americans!



Welding –A great story was published on one of Butler's outstanding Welding students, Loyd Johnston (pictured), and his eagle welding project. Matt Galbraith was semi-finalist for the 2020 American Welding Society Educator of the Year award.

Niomi Thompson joined the STEM team as associate dean.

High School Partnerships

We continue to look at ways to maximize educational opportunities (e.g., Career Pathways) offered to high school students through the Excel bill and maintain a healthy relationship with each USD. We will work in formalizing regular department meetings with program specific advisors who specialize on getting student enrolled in the programs. Our program recruitment efforts will develop better marketing through the web and increase our community outreach efforts. Moreover, we will strengthen student engagement inside and outside the classroom by increasing participation of STEM students within the college organizations.

Academies

- **Agriculture:** This fall (2021) we will offer our first Ag Academy courses at Douglass High School.
- **Construction Technology:** This fall (2021) we will offer our first Construction Academy courses at Rose Hill High School.
- **Culinary Arts:** Continue our partnership with Augusta High School and OPAA!, at Augusta's Central Kitchen.
- **Welding:** We offered our Welding Academy program at our BOE facility.

We will continue to explore further academy offerings.

Retirements

- Melody Choate, Mathematics
- Adnan Fahs, Mathematics
- Michael Heffron, Biology faculty
- Dr. Robert Ray, Software Development faculty
- Dr. Kim Karr, Chemistry faculty

The STEM Division is composed by the following departments:

- **Agriculture:** Agribusiness, Agriculture, Livestock Management & Merchandising, Farm and Ranch Management, Pre-Veterinarian, Food Science and Safety
- **Automotive:** Automotive Technology
- **Business & Professional:** Accounting, Accounting Assistant, Advertising, Business Administration, Culinary Arts, Hotel Management, Marketing & Management, Restaurant Management
- **Business Systems Technology:** Business Administrative Technology, Business Medical Specialist, Physician Coding

- **Information Technology:** Database Administration, Digital Media, Cyber Security, Interactive 3D Technology, Internetworking Management, Software Development, Web Development, Windows Administration
- **Engineering/Engineering Technology:** Pre-Engineering, Engineering Graphics Technology, Welding Technology
- **Mathematics**
- **Science:** Biology, Chemistry, Environmental, Physics, Physical Sciences, Pre-Med, Pre-Vet

The academic departments assigned to the STEM division and the degree/certificate programs offered within the division are designed to contribute and facilitate Butler Community College strategic priorities and goals by providing state-of-the-art programs that are responsive to the needs of regional industry. The quality of our programs, state-of-art facilities, and relevant curriculum are validated by Kansas Board of Regents (KBOR), Accreditation Council for Business Schools and Programs (ACBSP), American Welding Society (AWS), Automotive Service Excellence (ASE) National Automotive Technicians Education Foundation (NATEF) and various memberships in national professional organizations the National Council for Workforce Education (NCWE). Additionally, industry advisory boards play a key role in the departments new courses, new programs, curriculum updates, and offering opportunities to our students via incentive programs and internships. Our faculty are recognized experts in their fields and work closely with local industry as well as workforce development representatives in order to secure that we are preparing a high skilled workforce not only knowledgeable in the utilization of the latest technologies but also a well-rounded workforce.

During the 2020-2021 academic year, the STEM division placed a stronger focus on recruitment, relationships and retention with our **Recruit, Relate, Retain** plan. We will continue this focus for the 2021-2022 academic year.

Recruit

- Increase recruitment efforts
 - Increase STEM recruiting efforts
 - Create new STEM scholarship opportunities
 - Increase paid student internship opportunities
- Increase marketing efforts of each STEM program
- Market current university articulation agreements

Relate

- Focus on relationships
 - Focus on strengthening current relationships with high schools, industry, universities and other stakeholders
- Create and strengthen relationships with faculty, staff and students
 - Create new university articulation agreements

Retain

- Increase student retention efforts
- Provide retention training opportunities for faculty, staff and administration

Vision

The STEM division will provide exceptional instructional programs in advanced technologies, business and industry for workforce development, laboratory sciences, and mathematics.

Mission

The STEM division exists to provide students with high engagement learning experiences which prepares them to succeed in STEM related fields and advanced educational programs through collaborative partnerships with universities, business and industry, workforce development centers and local school districts.

Key Unit Processes

- Design and refine curriculum with a differential to provide a competitive edge
- Effectively deliver coursework
- Hire and schedule qualified instructors & staff
- Fiscally responsible division budget management
- Evaluate and support faculty
- Gain and maintain outside accreditation for programs
- Provide professional staff development/training/mentoring
- Provide instructors and students with state-of-the-art technology
- Recruit high performing students into programs to provide employers with skilled employees
- Assist students and graduates with employment opportunities
- Assess student learning in courses and programs
- Monitor student satisfaction with courses and programs
- Monitor employer satisfaction with graduates' performance
- Provide industry recognized credential opportunities for students

Division's Core Values

Professional – We provide education and training that directly contributes to successful transfer, employment, or career advancement and retaining of our stakeholders.

Economic – We provide education and training that has an impact on the earning power of our stakeholders and strengthening of our regional economy through workforce and community development

Service – We provide learning experiences that enable our stakeholders to take responsibility for the welfare of their communities.

Excellence – We seek excellence in all our actions and we are committed to continuous improvement.

Diversity – We respect and value diversity of opinion, freedom of expression, and other ethnic and cultural backgrounds.

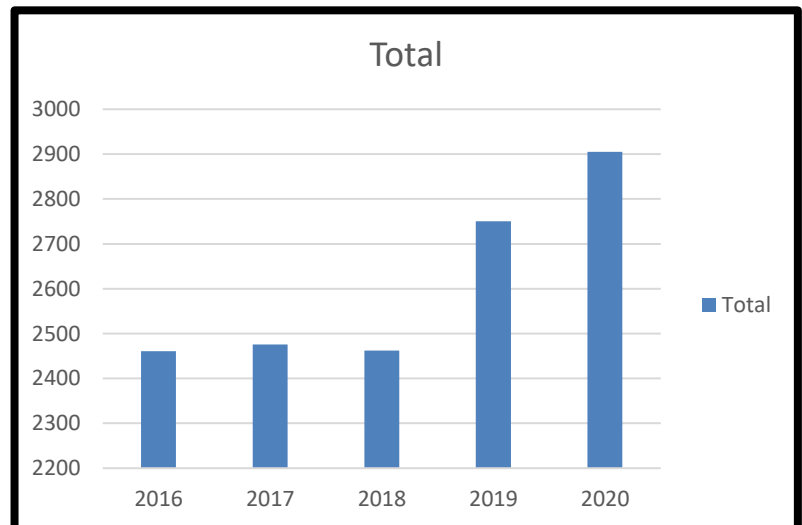
Transfer Agreements (2+2)

College/University	AAS/AS Degree	BS Degree
Wichita State University	Business	Business Administration
Oklahoma State University Institute of Technology	Cybersecurity and Information Technology	Cybersecurity and Information Technology

Program Data

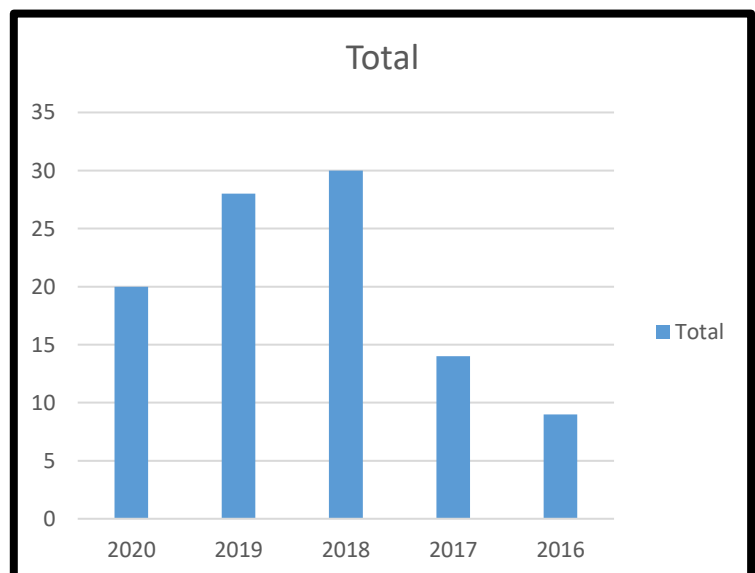
Completers – All STEM Programs

Year	Count of Award
2016	2461
2017	2476
2018	2462
2019	2750
2020	2905
Grand Total	13054



Declared Majors

Year	Count
2020	20
2019	28
2018	30
2017	14
2016	9
Grand Total	101



Credit Hours

Program Name	2016	2017	2018	2019	2020	Grand Total
Agriculture	1118	1172	1172	1088	936	5486
Automotive Technology	347	455	585	504	180	2071
Biological Science	10416	10995	10854	10261	9322	51848
Business Administration	11731	10244	11008	11121	10300	54404
Business Education	1482	1134	1436	1320	1037	6409
Chemistry	5241	5316	5475	5998	5050	27080
Culinary Arts	1049	1111	1028	1098	1072	5358
Engineering	585	756	977	1125	1101	4544
Hospitality Management	1026	871	693	508	497	3595
Information Technology	6846	6543	5880	5574	4890	29733
Mathematics	26072	26098	21885	20873	19524	114452
Physics	4572	4636	4660	4480	4376	22724
Welding Technology	495	851	545	579	587	3057
Grand Total	70980	70182	66198	64529	58872	330761

Accounting/Business:

1. Department mission statement

The Business Administration/Accounting program facilitates learning through collaborative methods using critical thinking, small and large groups, and discipline specific technology for students in the region. This dynamic program prepares students to enter the workforce, pursue entrepreneurial endeavors or transfer to a four-year university.

2. Enrollment Comparison: Credit Hours

Program Name	2016	2017	2018	2019	2020	Grand Total
Accounting/Business Administration	11731	10244	11008	11121	10300	54404
Grand Total	11731	10244	11008	11121	10300	54404

3. List of FT faculty

- Janice Akao
- Connie Belden
- Dr. Mike Rose
- Rhonda Thomas
- Andrea Scharenberg (split with Math)

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

National Recognition: Connie Belden was awarded the American Accounting Association/J. Michael and Mary Anne Cook/Deloitte Foundation prize for superior teaching of accounting at a two year-year degree plan college.

Connie Belden was elected to the officer position of Secretary and Webmaster for TACTYC.

5. Goals: 2021-2022 academic year
 - Increase enrollment in Data Analytics certificate program
 - Recruit at three outside events.
 - Begin to incorporate data analytics in to the accounting curriculum.
 - Contact Kansas 4-year College and Universities regarding the transferability of the new data analytics courses.
 - Develop BA178 Payroll Accounting and BA112 Personal Finance into Master courses

Agriculture:

1. Department mission statement
Provide an industry recognized agricultural education which supports students career and higher education goals, supply a skilled workforce, and contribute to the economic vitality of our communities.

2. Enrollment Comparison; Credit Hours

Program Name	2016	2017	2018	2019	2020	Grand Total
Agriculture	1118	1172	1172	1088	936	5486

3. List of FT faculty
 - a. Joe Leibbrandt
 - b. Taylor Frank
 - c. Derek Foust
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
 - a. Continued work in high tunnel which allows for lab space for crop production and plant science education
 - i. Students gain hands on experience in soils, soil nutrition, plant growth and reproduction, and managing crops
 - ii. Produce from these activities was donated to local food banks
 - b. Livestock Judging Team
 - i. Taylor Frank won Co-Coach of the Year (his fourth out of 5 years of coaching)
 - ii. Taylor Frank served as Secretary of the Junior College Livestock Judging Coaches Association
 - iii. The 2021-2022 Livestock Judging Team ended the year as the Co-National Champion Livestock Judging Team
 - iv. Five team members were selected as All Americans. This honor combines both Academic success and success in livestock judging.
 - c. Collegiate Farm Bureau
 - d. Faculty attended the following educational events

- i. K-State Research and Extension Farm Bill meetings
 - ii. National Western Stock Show
 - iii. Butler County Kansas Livestock Association annual meeting
 - e. Faculty volunteer in the community
 - i. Joe Leibbrandt – Butler County Extension Board, for K-State Research and Extension, Deacon at First Southern Baptist Church in El Dorado
 - ii. Taylor Frank – serves on Butler County Youth Livestock Foundation
 - iii. Derek Foust – serves as a “Big” with Big Brothers Big Sisters
 - f. Now offers two online degrees in Agriculture
- 5. Goals: 2021-2022 academic year
 - a. Increase student enrollment
 - b. Find innovative ways to improve student engagement
 - c. Develop stronger relationships with area FFA Advisors
 - d. Seek out external funding opportunities to improve learning environment
 - e. Faculty continue to attend educational events

Automotive Technology:

1. Department mission statement
 - Provide relevant technical education to support student goals, a skilled workforce, and the economic vitality of our communities.
2. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Automotive Technology	347	455	585	504	180	2071
3. List of FT faculty:
 - Mark Jaye/Lead Instructor
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
 - ASE Program Recertification
 - ASE Master Technician Certifications
 - Kansas Council for Workforce Education Excellence in Teaching Award.

5. Goals: 2021-2022 academic year
 - Increased Enrollments
 - Create a Diesel Program and partnerships
 - Develop some free community workshops such as Basic Auto Maintenance workshop, Ladies Night, etc...
 - More Community awareness about this program.

Business Systems Technology

1. Department mission statement

The Business Systems Technology Program is committed to providing stakeholders the competitive edge using state-of-the-art technology to develop and enhance essential business environment skills.

2. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Business Sys. Tech.	1482	1134	1436	1320	1037	6409

3. List of FT faculty:

- Beth Cunningham
- Lisa Schmidt
- Andrea Scharenberg
- Karen Waddell

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

- a. Department

1. New marketing materials being created
2. New Microsoft Office Certificate (implement Fall 2020)

5. Faculty

1. Andrea and Beth are serving on Textbook Affordability Taskforce

- b. Students who certified

1. Microsoft Certifications – 31 awarded
2. Certified Professional Coding Exam – 3 awarded

6. Goals: 2021-2022 academic year

- a. Increase enrollment by continuing to participate in the phone campaign.
- b. Increase enrollment with new marketing materials/web content.
- c. Increase enrollment and build community relationships/advisory board by visiting related businesses in Wichita/metro area and delivering new marketing materials.
- d. Increase program enrollment with a goal of 5-7% increase for Fall 2021.

Marketing and Entrepreneurship

1. Department mission statement

The Marketing & Entrepreneurship Program seeks to:

- Prepare students for transfer to colleges and universities
- Prepare students for job placement in the fields of advertising, retail and wholesale management, sales, marketing management and as entrepreneurs
- Provide marketing and management experiences and training
- Provide instruction in personal interest areas

The department is compatible with the institution's mission by way of incorporating the Learning PACT across the curriculum and implementing strategies to align with the school's strategic goals and objectives. In addition, we contribute to the mission by preparing our students to be lifelong learners. Since new technologies emerge every day, we teach our students to transfer and adapt their knowledge to a variety of situations and environments that are constantly changing.

2. Enrollment Comparison; credit hours

Program Name	2016	2017	2018	2019	2020	Grand Total
Business						
Administration/Marketing/Entrepreneurship	11731	10244	11008	11121	10300	54404

3. List of FT faculty

Jared McGinley – Department Chair

Mr. McGinley has been teaching at Butler for 21 years, teaching courses such as marketing, entrepreneurship, and management. During this time, he has also served as the Adviser for Butler's chapter of Collegiate DECA, a business student organization with a goal of preparing emerging leaders and entrepreneurs. For the past 16 years, he also has served as the Chair of Butler's Accreditation Council of Business Schools and Programs (ACBSP) committee.

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

This marks our 16th year as being ACBSP accredited.

Department Chair Jared McGinley served on several area advisory boards, such as USD 259 Wichita's Marketing Advisory Board, and USD 385 Andover, and USD 205 Bluestem Business Programs' Advisory Boards.

The ACBSP Committee sponsors the ACBSP Business Student Leadership Award, given annually. Marketing student Mara Stewart was selected as the ACBSP Butler Business Student Leader of the Year this spring.

The Collegiate DECA student organization hosted area business leaders as guest speakers, helping to build relationships between Butler area employers.

The Butler Collegiate DECA chapter members to Kansas City, April 16th-18th. They had the opportunity to meet with their Marketing Team at Sporting SC football club

5. Goals: 2021-2022 academic year

Continue the overall enrollment trend of increasing business class enrollments that we've seen over the last 3 years. From 2017 through 2019 overall course enrollment was up while the institution as a whole was down.

Have all faculty fully trained on Canvas and Cengage's Mindtap platform to allow for greater agility to meet changing course delivery requirements for this fall and COVID-19's impact.

Continue being among Butler's departments with very low overhead expenses (facility needs, equipment, etc.)

Continue transitioning to lower cost textbooks for cost savings to students.

Investigate adding a Personal Selling Certificate to the program.

- Investigate providing additional third-party credentials, badges, etc.

Interactive Design and 3D

1. Department mission statement – Provide our students with a quality education and tools to achieve their career goals and bolster their love of game and simulation design, digital imaging, and graphic design.

2. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Information Technology	6846	6543	5880	5574	4890	29733

3. List of FT faculty

- Darryl Runyan – Department Chair
- Jon Simpson
- Brian Foster
- Skyler Lovelace

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

- Order of the Purple nominations: Darryl Runyan and Brian Foster
- Updating two labs with new computers

5. Goals: 2021-2022 academic year

- Revamp of the ID3D Degree to include new technology
- Creation of a new Degree Path that is heavy in credentials and certifications
- Revamp of the Digital Media Degree

Information Technology:

1. Department mission statement
Our mission is to provide quality instruction mapped to industry standards to develop and promote qualified candidates in the cyber security industry.
2. Enrollment Comparison: Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Information Technology	6846	6543	5880	5574	4890	29733

3. List of FT faculty
 - Mike Bohrer
 - Kevin Lann-Teubner
 - Brett Eisenman
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

Our department completed a 2+2 agreement with Oklahoma State University Institute of Technology.

Brett Eisenman received The Order of the Purple recognition. Additionally, he was nominated at this year's *Student Life Awards* for the following awards:

- Outstanding Staff
 - Bill Rinkenbaugh Unsung Hero
 - Outstanding Student Advocate
5. Goals: 2021-2022 academic year
Continue to change our courses to meet the evolving needs of the Networking/Cybersecurity trends in our industry. We must accommodate changes from vendors (Microsoft, VMWARE, CompTIA, ISC2, TestOut, etc.) as well as textbooks and other lab vendors.

Fully implement the capstone class involving a complete stack of equipment that students must assemble, connect, configure, and harden against cyber-attacks.

Engineering Technology:

1. Department mission statement
The mission of the Engineering Technology Department is to assist students, educational partners, and industry partners in developing personal, professional, and technical skills used in the technical and engineering fields
2. Enrollment Comparison; credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Engineering	585	756	977	1125	1101	4544

3. List of FT faculty
 - Daniel Higdon – Lead Instructor
 - M.Ed.; OSHA Authorized Outreach Instructor; Nationally Recognized Workplace Ethics Trainer
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
 - Adjunct Instructors: Employed professionals with required hourly training in field.
5. Goals: 2021-2022 academic year
Increase enrollment and retention numbers.

Culinary Arts/Hospitality Management:

Department mission statement

Butler's Hospitality Management and Culinary Arts Programs are committed to preparing students for careers in Hotel, Restaurant, Tourism, Event Management and Commercial and Industrial Food Production.

1. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Culinary Arts	1049	1111	1028	1098	1072	5358
Hospitality Management	1026	871	693	508	497	3595

2. List of FT faculty
 - Dept. Chair – Exec. Chef Luis Pena
3. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
 - Hired Chef Luis Pena as Butler's new Culinary Arts instructor.



“The Culinary Arts program at Butler Community College is moving forward with what some are calling “Culinary 2.0.” Scott Redler, co-founder and COO of the fast-casual restaurant franchise, Freddy’s Frozen Custard & Steak burgers, and wife Betsy announced Thursday, that they and Vantage Point Properties, Inc. are making significant donations to the Butler Community College Foundation to support the growth and expansion of Butler’s award-winning Culinary Arts program.”

- Chef Greg Cole was featured on KAKE’s Good Morning show.
 - Chef Greg Cole was featured during a live cooking show at the Women’s Fair at Century II.
4. Goals: 2021-2022 academic year
- To maintain the standard of excellence in content delivery for which we have become known.
 - To retain our current student body and work to promote our programs and maintain current enrollment numbers.
 - To serve within our community and to continue to develop partnerships that are synergistically productive for all involved.

Welding Technology:

1. Department mission statement:
Provide industry recognized Welding education and credentials which supports students career and higher education goals, supply a skilled workforce, and contribute to the economic vitality of our communities.
2. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Welding Technology	495	851	545	579	587	3057

3. List of FT faculty
 - Matthew Galbraith
4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
 B.S. Degree Kansas State University, AWS Certified Welding Inspector, AWS Certified Welding Instructor, OSHA Certified Instructor
 - Matt was a semi-finalist for the 2020 American Welding Society Educator of the Year award.
 - A new Lincoln CNC welding plasma table was installed.
5. Goals: 2021-2022 academic year
 - Continue to provide the best possible welding instruction and industry credentials available, while keeping up with current industry trends and standards.
 - Increase student enrollment in traditional and academy programs.

Biology

Mission Statement:

The Butler Community College Biology Department educates and prepares students in the biological sciences for careers in the health-related and biotechnology professions, for transfer to the next level of biological training and provides courses with lab-experiences for general education requirements.

Program Name	2016	2017	2018	2019	2020	Grand Total
Biological Science	10416	10995	10854	10261	9322	51848

Key Unit Processes:

- Effectively deliver biological courses through multiple locations and delivery systems
- Provide learning experiences and assess student outcomes
- Work with KBOR and other institutions for smooth transfer in continuing programs.
- 2+2 Program with Wichita State University – Biomedical Engineering pathway
- Support several pathways in the Early College Academies at Rose Hill (teaching General Biology, Anatomy and Physiology, Microbiology, and Pathophysiology.)
- Adding Pre-Medicine Track in Fall 2020 in the Early College Academies at Rose Hill Campus
- Partnership with BEST program and Butler County Conservation District – Walnut River Water Festival

1. Goals for 2020 and beyond:

- Add and Expand Majors Biology course offerings to support several Biology related pathways including the Early College Academies Pre-Medicine pathway.
- Continue to Develop and Offer the General Biology Class online.
- Develop or identify Open Educational Resources for Environmental Issues
- Identify Biotechnology Course needs for Workforce Development in the Greater Butler County area.
- Establish the BCC BioClub as a recognized student organization and develop student leadership for this program.
- Continue to develop the informal lab assistant training program for Microbiology and General Biology Lab assistants.

2. **Faculty**

All of the biology faculty stepped up to the plate during the COVID – 19 closure of campus during the spring. Mark Jarvis reported that several instructors from the Biology Department were in the top 10 of Zoom use, meaning that the faculty were using Zoom for lecture, responding to student needs, hosting review sessions, and being available online for office hours.

The following faculty were nominated for Order of the Purple: Kristy Zieman, Dr. Jeff Meyer, and Melissa Elliott

Co-Leads: Susan Forrest (BOE and RH, Anatomy and Physiology, Microbiology) and Lindsey Fields (BOA, and other sites, General Biology, Majors Biology, and Environmental Sciences) Full-Time Faculty: 13 full-time faculty (1 retired, so currently 12); Adjunct Faculty: 6-8 (Varies)

Bob Broyles

Continues to revise and edit his Anatomy and Physiology Revealed Workbook for McGraw-Hill. Bob teaches Anatomy and Physiology. He teaches on the Andover Campus.

Jordnn Cogan

Jordnn developed the online version of General Biology which was implemented this fall. After opening this course last summer, a second section was required to meet the demand.

Jordnn teaches Anatomy and Physiology 1 and 2, Majors Biology, General Biology and Microbiology. She teaches in El Dorado and the Early College Academies in Rose Hill.

Melissa Elliott

Melissa has been working with nursing and biology faculty to update the Pathophysiology Online Curriculum.

Melissa continues to work with about 50 students yearly in an informal TEAS test prep course.

In response to the Summer 2020 campus closure and “Remote Learning” requirement, Melissa collaborated with Susan to develop online versions of normally face to face labs. She also filmed 8 lab demonstrations and edited the video for students to view the procedures for the online class.

Melissa, Kathy Gifford and Susan Forrest packaged 66 kits for summer microbiology classes to use for their “at home” labs.

Melissa teaches Anatomy and Physiology 1 and 2, Microbiology, Pathophysiology, and Engaging in Science, Engineering, and Math. She teaches primarily at the Early College Academies in Rose Hill.

Kerry Fahnestock

Kerry teaches General Biology, Anatomy and Physiology 1 & 2, and Environmental Issues. She teaches at the McConnell, Andover, and online campuses.

Lindsey Fields

Lindsey is serving her final year as the Director at Large on the Board of Directors for the National Association of Biology Teachers (NABT).

Lindsey packed up her office and biology lab (with the help of Susan and Apryl) and moved to the BOA 5000 building.

She continues to serve on the advisory board for the Biomedical Engineering undergraduate degree at WSU. Her input was the starting voice that got the 2+2 agreement to happen with the Pre-Engineering AS and Engineering BS at WSU. At the spring meeting Dr. Jorgensen (WSU) was happy to report to the entire board that the arrangement had been accomplished and they were excited to get Butler students.

Lindsey serves as the Director at Large on the Board of Directors for the National Association of Biology Teachers (NABT). She was re-elected for her second term this year. Apryl was nominated for the Two-Year College Outstanding Biology Teacher through NABT.

Lindsey teaches Majors Biology 1 & 2, Anatomy and Physiology 1 & 2, General Biology, Environmental Issues, and Engaging in Science Engineering and Math. She teaches primarily in Andover, but also has classes in El Dorado.

Susan Forrest

Susan joined the Association of Biology Teachers in hopes to begin a BioClub chapter with Lindsey Fields. Three on-campus meetings were held (2 in the fall and 2 in the spring). The second meeting in October was a Panel Discussion with practicing and former doctors as well as faculty who had been accepted to medical school to help students understand the process of getting into Medical School Dr. Christina Tippy, Dr. Jeffery Meyer, and Melissa Elliott were the guest speakers. This was posted in a Canvas shell created for the Butler CC BioClub. Students were invited to join the Canvas “class” to view recordings and updates on application processes. In the spring,

we had a Book Club meeting to review the book “Lab Girl” by Hope Jehran. In a third meeting, we focused on Pharmacy School with Former students who are currently attending KU Pharmacy in Wichita – Francis Kitaka and Kimberlihn Kim. This was recorded on Zoom and also posted to our Canvas “class”.

Susan continues to mentor high school students from Victory Christian Academy in El Dorado. Seven of these students were selected to the Kansas State Science and Engineering Fair. Unfortunately, due to COVID-19, the State Science Fair was cancelled.

Susan and Melissa collaborated on revising labs for the summer 2020 “Remote Learning” microbiology classes. They developed, packaged, and distributed 66 kits to be used with students during their “at home” labs.

Susan teaches Majors Biology 1 and Microbiology. She teaches in El Dorado and for the Early College Academies in Rose Hill.

Katherine Gifford

Katherine continues to work on the Department assessment, collecting data about the A & P Department Final Exam and Major Summative Assessments.

Katherine assisted Melissa and Susan Forrest in packaging and distributing 66 kits to the microbiology students for summer microbiology.

Katherine teaches Anatomy and Physiology 1 & 2. She teaches in El Dorado and Andover.

Michael Heffron

After 30 years, Professor Heffron announced his retirement this year. The spring 2021 was his last semester.

Michael taught Anatomy and Physiology, Wildflowers and Weeds, and Self Defense. He primarily taught in El Dorado, but meets students in Andover for the Wildflower and Weeds (which travels throughout Butler County and surrounding areas).

Dr. Glenn Manning

Dr. Manning replaced Tonya Kerschner who retired last year after 40 years. Dr. Manning has been teaching General Biology, Majors Biology, and Microbiology.

Dr. Jeffery Meyer

Jeff has been working with nursing and biology faculty to update the Pathophysiology Online Curriculum. Jeff was nominated for several Student Life awards for teaching. Jeff teaches Anatomy and Physiology (one semester class), Anatomy and Physiology 1 and 2, and Pathophysiology. He teaches in El Dorado.

Apryl Nenortas

Apryl continued to serve as a Lead Microbiology Lab Coordinator. Apryl continued to train and develop new educational materials for the Lab Assistants and did an

outstanding job running the microbiology lab. Her contribution during the COVID – 19 closures included submitting a SWOT report for the Biology Department every other week and helping faculty get trained to go online during the campus closure. She also helped to develop the “Remote Learning” response for Microbiology and Biology labs for the summer 2020.

Apryl has been coordinating with the nursing and biology faculty (Melissa Elliott and Jeffrey Meyer) to update the Pathophysiology Online Curriculum and is in charge of maintaining the Online Pathophysiology Master Course.

Apryl is a member of the National Science Teachers Association and is an editor for their Journal of College Science Teaching.

She is a member of SABER (Society for the Advancement of Biological Education Research).

Apryl took on a greater leadership role in the BIO-Insites group this past year when one of the Primary Investigators was on Maternity Leave.

Apryl is also a member of National Association of Biology Teachers (NABT) and was nominated as a Two Year College Outstanding Biology Teacher for 2019. Apryl collaborated with Lindsey Fields in writing an Article for College Science Teaching journal. As a nominee for the Two Year College Outstanding Biology Teacher she attended the National NABT convention in November 2019 in Chicago.

Apryl teaches Microbiology, Pathophysiology, and General Biology. She primarily teaches in El Dorado but has also taught on the McConnell campus.

Martha Sager

- Member of faculty development team
- Presented at Fall and Spring Butler PDD (Same presentation...I was asked to do it again)
- Member of Rose Hill Early College Academy Advisory Council
- Interviewed for article in the Butler student magazine the Grizzly on recycling (and mentions the fact that Butler stopped its program).

Martha teaches General Biology. She primarily teaches at the Andover campus, but has also taught for the Early College Academies in Rose Hill.

Kristy Zieman

Kristy has been collaborating on research with the University of Michigan on an international survey project. The main objective was to learn about urinary and bowel complaints among women with MRKH. They are currently finishing our results focusing on the genitourinary symptoms among women with MRKH and are set to publish this Summer.

Kristy has also been collaborating with Children's Mercy Hospital in Kansas City to host a medical conference for MRKH patients.

Kristy Teaches Anatomy and Physiology 1 & 2, Microbiology, Cadaver Dissection, Engaging in Health Science, and Engaging in Science Engineering and Math. Kristy teaches primarily at the El Dorado campus but also teaches for the Early College Academies in Rose Hill.

- Using the Rubrics in Canvas for the Major Summative Assessments for the first time.
- Teaching on Zoom in Spring 2020 – Many faculty were in the top 10 Zoom use which shows that the department was using Zoom for lecture, office hours, and review sessions.
- Remote Learning Mentors – Many faculty stepped up to mentor other faculty during the COVID-19 closure. Apryl Nenortas, Lindsey Fields, Kristy Ziemann, Susan Forrest. Many faculty shared materials in the department groups in Canvas – Apryl Nenortas, Kristy Ziemann, Bob Broyles, Katherine Gifford, and Susan Forrest.
- Developed New (fully) Online Biology Course – Jordnn Cogan
- Developed “Remote Learning” Microbiology Labs – Melissa Elliott and Susan Forrest
- BCC BioClub - Susan Forrest, Lindsey Fields and contributing faculty – Melissa Elliott, Jeffery Meyer (and Robert Carlson)
- Research – both scientific and educational research is being done by several faculty (Lindsey Fields, Kristy Ziemann, Kerry Fahnestock, and Apryl Nenortas.)
- Poster Presentations at National NABT convention – Lindsey Fields
- Journal Article Submissions –
 - Apryl Nenortas and Lindsey Fields – NABT Journal of College Science Teaching

Chemistry

Mission statement

- Chemistry touches on all fields of scientific inquiry. This major relies heavily on critical thinking and experimentation – both of which you use at Butler. By working one-on-one with chemistry instructors in the laboratory, you gain hands-on experience, individualized attention and collaborate with fellow students. Along with smaller class sizes, you gain individualized help outside of the classroom from chemistry tutors, which is another reason why chemistry students succeed at Butler.
- In this high-powered program, you learn to calculate like a chemist. You experiment with challenging solvents, learn the composition and structure of matter and how matter transforms. Butler offers you the chance to excel, save money and then transfer to a four-year college.

1. Enrollment Comparison

Program Name	2016	2017	2018	2019	2020	Grand Total
Chemistry	5241	5316	5475	5998	5050	27080

2. List of FT faculty:

- Dani Anthony
- Robert Carlson
- Dr. Kim Karr
- Dr. Mark Diskin
- Jacob Schesser
- Patrick Emery
- Dr. Tao Wu

3. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

- Increased enrollment numbers for the Andover CH110 and 115 course sections.
- CH110-Blended class finalized and quality assured.

Retirement – After teaching at Butler for 24 years, Dr. Kim Karr announced her retirement. The spring 2021 semester was her last semester teaching for Butler.

Order of the Purple - Dani Anthony, Dr. Mark Diskin, Robert Carlson (2 nominations), Dr. Tao Wu

Student Life Awards – Instructor Nominee: Dani Anthony

4. Goals: 2021-2022 academic year

- Reducing student attrition and to try to build the Chemistry department reputation here as quality but affordable, especially in the Wichita area.

Mathematics

1. Department mission statement

The mathematics department exists to serve the needs of the following students and stakeholders:

- Students requiring remediation or skill upgrade
- Degree seeking students fulfilling their general education requirements
- Transfer students taking higher level math courses
- Departments with courses that require math prerequisites

2. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Mathematics	26072	26098	21885	20873	19524	114452

3. List of FT faculty

Adam Anthony

- Adam teaches algebra, calculus, trigonometry and statistics. He has served on hiring and textbook committees and presents at Faculty Development events. He contributes semiannually in the NASA Community College Aerospace Scholars (NCAS) program.

Cindy Bond

- Cindy is a co-lead instructor for Developmental Math. She is also a software administrator for our algebra courses. She is working on the algebra redesign committee in the Math Department. She is heavily involved with technology in her teaching.

Dr. Ben Bunck – Department Lead

- Ben primarily teaches college algebra and calculus. As the lead instructor, Ben assists faculty in the development of department policies and training, serves as a liaison between the Butler Math department and other departments on campus, organizes several full-time and all-faculty department meetings each year, and works with other leads and administration to identify and address instructional needs. He is also on the department web page committee and is proficient with technology.

Melody Choate

- Melody specializes in teaching algebra module courses online. She is on the Math Redesign Team that coordinates content and assessments for Algebra and Developmental Math courses at Butler. Melody also serves on textbook committees and the copyright committee.
- After teaching for Butler 29 years, Melody retired at the end of the fall 2020 semester.

Dr. Bethany Chandler

- Bethany is a co-lead instructor for Developmental Math. She is a software administrator for Hawkes software. She is serving on two state committees: The Developmental Education Task Force through KBOR, and The Kansas Mathematics Alignment for Student Success Task Force. At Butler, Bethany serves on the tutoring hiring and evaluating committee, the Accessibility Task Force, and the Online Ed Tech Advisory Committee.

Sandy Derry

- Sandy teaches algebra, trigonometry, calculus, and statistics and is involved with teaching online. She uses technology heavily in her teaching and is a resource for integrating with Canvas. Sandy recently headed the textbook selection committee for Applied Statistics and has worked to develop the course for online deployment.

Caroline El Chaar

- Caroline teaches college algebra, calculus, pre-calculus and trigonometry. She hopes to add differential equations and some online teaching to her

repertoire soon. Caroline initiated and co-organizes the annual STEM gathering, as well as has served on textbook and interview committees.

Bonnie Ernst

- Bonnie has decided to focus her teaching on College Algebra and below in the effort to help the department's math redesign to be as successful as possible. She has been an integral member of the Math Redesign Committee, attending nearly every meeting over the past several years, and is the primary author of "Instructor Created" module exam questions for all twelve Module Exams, as well as for the My Math Plan Assessments 1, 2, 3. She has been responsible for creating the exams and study guides using Hawkes software. She was deeply involved in adapting our existing MA 051-129 materials to the new Hawkes textbook, Preparation for College Algebra, and plans to be equally involved in adapting our existing college algebra material to the new Hawkes college algebra textbook (to be implemented Fall 2021). Additionally, Bonnie has served on a departmental hiring committee and on the department's pathways assessment committee. She has volunteered numerous hours each week in the Andover Math Lab.

Bruce Fiscus

- Bruce teaches algebra, trigonometry, statistics and calculus at multiple sites. He served on the textbook committee for the new trigonometry book.

Kamielle Freeman

- Kamielle teaches algebra, trigonometry, and calculus. She chaired the textbook committee for calculus with applications, has served on the college algebra final exam committee, and is involved with preparing and teaching online courses. Kamielle is also part of the Mutual Gains Bargaining team which tries to find collaborative ways to craft a contract that is mutually beneficial to our common goal.

Adnan Fahs

- Adnan teaches algebra, calculus, statics, and differential equations using technology in his classes.
- After teaching for Butler 29 years, Professor Fahs retired at the end of the fall 2020 semester.

Larry Friesen

- Larry has moved over to take the lead position for the STEM Division's Pre-engineering program. He teaches calculus, differential equations and statics, as well as other engineering classes. Larry has been working on transfer 2+2 programs with WSU.
- From a pool of more than 60 nominees, a committee selected Larry as this year's full-time Roueche Excellence Award faculty award winner.

Susan Gegner

- Susan teaches primarily statistics. She has served on various textbook committees and has worked on department data analysis.

Marj Hunter

- Marj teaches algebra and statistics. She is a lead math instructor in charge of coordinating the collection of module/final exams for MA 135 and below. She is also in charge of compiling the MSAT data and reporting results for the college algebra modules and three-hour course. Marj is still utilizing her iPad as a teaching medium in her classes. She has created videos for the college algebra modules that can be accessed via Canvas and Microsoft Stream.

Kamal Hussain

- Kamal taught algebra, calculus and statistics. He served on the department data analysis team.

Dr. Ruth Meyer

- Ruth teaches calculus and statistics and has developed MA140, Trigonometry, and has developed the MA220 online statistics course and enrollments in this online course continue to grow. She is on the department web page committee.

Robert Zavala

- Robert teaches algebra, trigonometry and business calculus. He is on the Inclusion Council, textbook committees, and Co-Advisor for the HALO organization on campus. He is also actively participating in the AVID for Higher Education Initiative.

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)
 - Kelly Brown is the STEM Division Math Program Coordinator. Kelly coordinates faculty training and resources needed for the Math Department's twelve 1 credit-hour "Module" courses and two 3 credit-hour Algebra courses, and assists Student Services with issues related to enrollment and placement of students in those courses. Kelly also oversees staffing at our two Math Labs, located at the Andover and El Dorado campuses.
 - Mark McNemee is as a professional tutor at the Math Lab at Butler's Andover campus. Mark works closely with Math Program Coordinator Kelly Brown, as well as with Betty Taylor, who serves as a professional tutor at the Math Lab on the El Dorado campus. Students taking all levels of mathematics coursework at Butler utilize the Math Lab for assistance outside of the classroom. In addition to the two professional tutors, many full-time and adjunct faculty work or volunteer hours in the Math Labs.

- Dr. Chandler is a Lead Instructor in the Mathematics Department, and was instrumental in the module re-design of the developmental math and college algebra courses at Butler.
- Faculty members and co-leads Bethany Chandler and Cindy Bond have been sharing the Butler Math Module Redesign with faculty from various states via webinars and conferences, including presenting “Math the Butler Way” at the Innovative Educators Conference in South Carolina.
- Math faculty are working with the scholarship committees to identify promising students deserving of support.
- Full-time faculty provide support to adjuncts such as materials for the common finals and technical support. We also have adjunct faculty working with full-time faculty on some committees such as textbook selection.
- Departmental leaders continue to work on keeping Algebra curriculum updated within software-based learning environments and by collaborating with IS, working with book publishers, and supporting adjunct faculty with a knowledge base a policy manual. Cindy Bond, Bethany Chandler, Marj Hunter, and many other full-time and adjunct faculty are heavily involved.
- Online coursework continues to be a large area of instruction. Department faculty such as Ruth Meyer, Marj Hunter, Kamielle Freeman, Bethany Chandler, Sandy Derry, and others have worked to develop online or blended courses which offer flexible scheduling to meet student needs.
- Department faculty (both full-time and adjunct) are involved with tutoring at various sites. Many full-time and adjunct faculty volunteer as tutors for one or more hours a week in the Math Lab.

5. Goals: 2021-2022 academic year

- A major project will be to move to a new Hawkes textbook for our College Algebra 3-hour course and 1-hour College Algebra modules. Because all instructors use the same homework and exams, this will require a coordinated effort among many full-time and adjunct faculty to select the new Hawkes homework (Practice and Certify problems) and create new study guides and exams, which continue to meet the curriculum requirements.
- Several faculty in the department continue to investigate low-cost options, such as OER course materials and “Inclusive Access” programs, which may provide substantial cost savings to students.
- With the creation of new pathway-based scheduling, faculty will be working with administration to find class times that are convenient to students and can be adequately staffed by faculty.

Physics/Physical Science:

Department mission statement: Our goal as a physics department at Butler, is to make sure students experience how physics concepts are applied to real world applications from both a theoretical and experimental approach. They will get hands-on experience working in a small class setting with faculty dedicated to teaching. All physics courses will transfer to a four-year physics or engineering

program. The physics department currently supports multiple pathways and degree programs at the college and will continue to do so. We are willing to collaborate with any department and help support the college anyway we can.

1. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Physics	4572	4636	4660	4480	4376	22724

2. FT faculty:

- Danny Mattern – Dept. lead
- Jon Penley
- Jaromy Green
- Dr. Tao Wu

3. Department/faculty highlights and accomplishments: Successfully opened a new Physics Lab in Andover!

4. Goals: 2021-2022 academic year: Expand enrollment of our program. While expanding in the new facility in Andover we hope to continue the tradition of excellence in our Physics classes in El dorado and McConnell. Offering Physics on more than one campus will provide the flexibility for our students in order to see that our program continues to grow.

Pre-Engineering/ Computer Science

1. Department mission statement:

The mission of the Department of Engineering is to provide an education that builds within students a solid foundation in engineering principles, expands the reasoning, communication and problem solving abilities of students, and prepares graduates who have the motivation and ability for lifelong growth in their professional careers.

2. Enrollment Comparison; Credit Hour Chart

Program Name	2016	2017	2018	2019	2020	Grand Total
Engineering	585	756	977	1125	1101	4544

3. List of FT faculty

- Larry Friesen – Pre-Engineering
- Daniel Higdon - Engineering Technology

4. Department/faculty highlights and accomplishments (e.g., awards, degrees, certifications, publications, conference presentations, etc.)

According to Wichita State's College of Engineering, approximately 33 percent of their engineering student enrollment are Butler Community College transfer

students. We have a strong partnership with WSU COE. Our goal is to maintain this partnership and continue sending Butler Pre-Engineering students to WSU.

5. Goals: 2021-2022 academic year

- Update courses to be more adaptable to online learning
- Improve student retention.
- Develop further articulation agreements with state college/university engineering programs.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES
--

TOPIC for DISCUSSION
Butler - Because

REPORT:

Last fall, the Foundation began a project as part of broader strategic college marketing initiatives to create messaging that blends Butler “facts” with pictures and statements from Butler supporters who have a variety of connections to the College. “Butler- Because” includes messages from business owners, advisory committee members, Foundation Board members, former Trustees and students but all are Butler supporters who believe in the College’s mission and value to Butler County, southcentral Kansas and statewide.

Plans are being made to share the information with individuals, businesses, and organizations throughout Butler County but the Foundation wanted the Board to be some of the first to hear about “Butler Because.”

RECOMMENDED ACTION:

For discussion purposes at this time

RECOMMENDED FUNDING SOURCE:

N/A at this time

Submitted by:	Tom Borrego
Supervisor:	Dr. Kim Krull
Date:	July 13, 2021



BUTLER COMMUNITY COLLEGE
FOUNDATION

Butler.

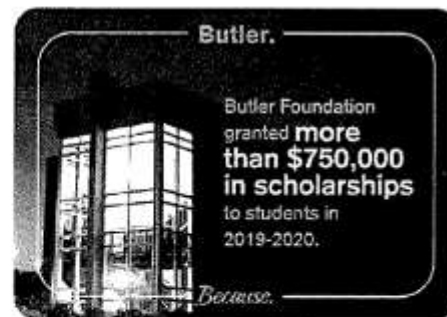
For more information on becoming an advocate with Butler
Community College Foundation or with questions, contact:

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

By email: foundation@butlercc.edu

By phone: 316.323.3731

Because.




Butler.


\$46,041,353

Butler's total direct economic impact in Butler County from college operations, employee and student spending is \$46,041,353.

Because

The community college plays a large role in the growth and the future of the City of Anderson. There's the economic development role of educating and training our workforce. And, there's a direct sales tax impact by having all of those students, faculty and staff on the campuses every day.

 Jennifer McCauland, ICMA-CM
City Administrator
City of Anderson



Butler.

1 out of every 67

One out of every sixty-seven jobs in the

Butler Primary Market is
supported by the activities of
Butler and its students.

Because.


The community
college is the best
return on investment
that a community has
for its workforce.

Red Blackburn
Workforce Alliance of South Central
Kansas - Board of Directors


WORKFORCE
ALLIANCE




Butler.



Students who attend Butler
save on average
\$8,000/year
compared to 4-year
institution costs.

*\$8,000/year
savings*


Because.



There are lots of economic
drivers that benefit our
students and families to
take courses at Butler.

I realize it as a side-note.

Greg White
Superintendent of Schools
USD 215 Andover



In FY2020,
out-of-district students
contributed **\$9.63M**
in tuition revenue.



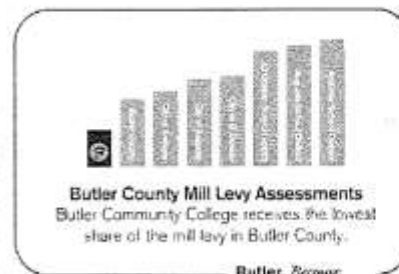
Butler. *Because.*

Butler.

Butler attracts out-of-district students
who pay a higher tuition than in-county
students – helping to reduce overhead
costs and expand academic offerings
for Butler County students.

>>>>> <<<<<

Because.



**Butler's Mill Levy is third lowest among
all community colleges in the state**
Kansas Community College Mill Levy Comparison FY 2020



Butler.

Butler is Kansas' only provider of
Early College Academy Pathways
for high school students.

allowing high school juniors and seniors to
complete associate degrees and certificates
while earning their high school diploma.

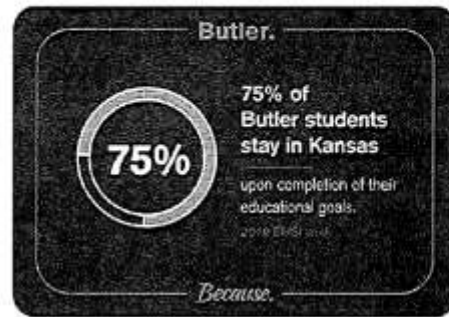
Because.

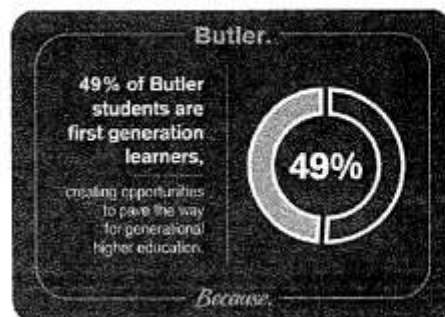
The dual credit classes are probably
the biggest value for what's offered
here. Butler Community College
faculty give these opportunities
to students.

*"Imagine you invest in young people
in your community, you're going to
get a return on that investment."*

Bruce Leiling
Principal
St. Donde High School







They have nursing, welding, ag and automotive - all of these certificate programs which really are valuable, not just for the individual, but for the community at large.

Candace Kunkel
Real Estate Broker/Owner, On the Move
Pomeroy, Butler Community College

ON THE MOVE

Butler.

As the largest employer in the county, Butler Community College supports small local businesses.

(approximately 850 full-time and part-time faculty and staff, plus 400 part-time student workers).

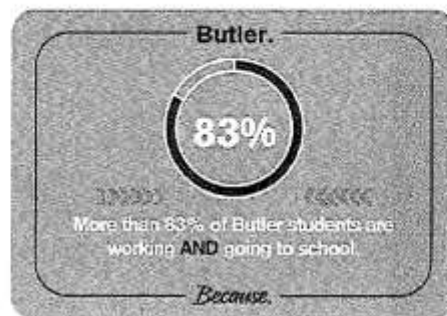
Because.



"I've been in this county for over 30 years. Butler has always been a very good community partner and supported local businesses."

Becky Wolfe
President/CEO
Andover Area Chamber of Commerce





Butler.

11,000+

current *Butler* students
ranging in age from 15-70+

Because.

I would be a professional student if I could.
And, someday when I retire, on the first day,
I'm going to join the Golden Grizzlies at the
college, which is for people over 60. It's free
access to all the arts and drama and
music concerts and free community
college classes. All these activities are
an integral part of the culture, I think
it's so neat for a community to have
that right at their fingertips.



Rick Neubecker
Pastor
First Baptist Church of Augusta





Butler has an exclusive 46+ year partnership with McConnell Air Force Base, offering military personnel classes on base for college credit.

Butler, *Because* we're

What we needed were people who were solid in Microsoft, solid in business analytics, and solid in cybersecurity. I was impressed with how Butler tailored its as a small business, and on how they could offer their curriculum and develop internship programs with us.

Wayne Chambers
Chairman of the Board
High Touch Technology



High Touch Technology



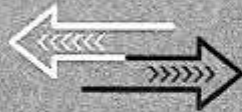
I feel a sense of pride, and a sense
of connection with the college.
There are so many ways it improves
our quality of life through
athletics, performing
arts and galleries."

Vince Mares
Founder - Phoenix Archival
Grady-Walker Architecture, El Dorado
State Museum



ORAVIA GORDY
PHOTOGRAPHY

Butler.



Butler transfers more than 500
students to WSU each Fall Semester.
More than any other institution.

Because.

It's a quality education. The instructors
at Butler are credentialed and highly
qualified. Mix that with a small class
size and more personal attention,
and you're going to get
*a high-quality education at
a great price point.*

Gregory P. Joyce, OD
Dir. Joyce & Hunkle Optometry, El Dorado
Former Trustee, Butler Community College
Butler, Kansas

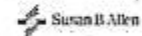


- >>> 17-year partnership with Emporia State University in the BEST (Butler-Emporia Students in Teachers) program offering 4-year teaching degrees on Butler's Andover and El Dorado campuses
- >>> BSN online degree for Butler nursing students as part of a 4-year partnership with the KUJ School of Nursing



I'm on several state and national boards. One of the things we talk about is diversity and recruitment. As I look at Butler, I see the diversity of the students that are out there. And I think *We should be going there to recruit and giving them an early opportunity to look at healthcare administration.*

Leonard R. Hernandez
President & CEO
Susan B. Allen Memorial Hospital



Butler.



Butler has National Championships

in Football, Softball, Track, Gymnastics & Tennis, Lacrosse,
and more. National recognition of the Fine Arts Program,
PGA Title, NCAA and FIVB Gold Cup.

Because.

I chose to go to Butler, one, because
they're an established junior college
program with championship caliber
teams. But more importantly, I chose
to go to Butler because of their
success in developing *in-state kids*
from the state of Kansas.

Ben Bowers
Former NFL, NFL Draft
Linebacker, Defensive Player
& Team All-American,
University of Oklahoma
Butler Community College
National Football League





Having an institution like Butler here is beneficial to the area, from top to bottom. It helps housing. It helps provide quality jobs. It helps those who own small business because of the influx of people to the community.

Jeremy Sundgren
 Assistant Mayor, Ashburnham
 Sundgren Realty, LLC, Danvers



TOPIC for DISCUSSION
Strategic Plan

REPORT:

Each month throughout the past year, the Board Book included updates on the strategic plan Performance Indicators. This month, the annual report of the strategic plan will be discussed to give the Board an understanding of the goals accomplished, continuing or ongoing goals, as well as those where progress was not realized. Those where progress was not made were most often impacted by COVID and/or budget limitations. The annual report is being finalized through College Relations and Marketing and will be posted ahead of the meeting with hard copies available at the meeting.

RECOMMENDED ACTION:

For discussion purposes at this time

RECOMMENDED FUNDING SOURCE:

N/A at this time

Submitted by:	Kim Krull
Supervisor:	
Date:	July 13, 2021

TOPIC for DISCUSSION
1600 Building

REPORT:

The Capital Projects Team met on July 7th to discuss the future use of the 1600/EduCare Building and some initial plans for renovation. Opportunities exist to partner Butler's Criminal Justice program and the Department of Public Safety in that building creating direct industry support for the curriculum, giving students "real-time" experiences, increasing agency partnerships, and providing training and educational opportunities for law enforcement agencies. An update from that meeting will be provided.

RECOMMENDED ACTION:

For discussion purposes at this time

RECOMMENDED FUNDING SOURCE:

N/A at this time

Submitted by:	Kim Krull
Supervisor:	
Date:	July 13, 2021

TOPIC for INFORMATION
Electrical Infrastructure and Arc Flash Assessment Renovation

REPORT:

In March of 2021, as Facilities Management (FM) was completing a work order request, a lid was pulled from a concrete electrical vault indicating deteriorating conduits. This vault supplies the main power to the 500 Building. The conduits in the vault were deteriorated and allowed water to drain into an electrical panel. FM subsequently contacted Bill's Electric to provide recommendations for repairs. After reviewing the situation, Bill's Electric informed FM the electrical distribution to the 500 Building was originally designed as a loop system which is utilized in several buildings throughout the campus. Due to this fact, repairing the electrical distribution within the 500 Building requires an upgrade to the following additional buildings' electrical systems: 200, 300, 400, 500, 600, 700, and 900 Building.

Due to the fact an engineering assessment was needed, FM contacted Professional Engineering Consultants (PEC) and Gravity Works Architecture. PEC was already at BCC campus implementing an Arc Flash Assessment. They then reviewed the electrical distribution. It was confirmed the electric distribution to these buildings is not within current industry standards and should be replaced. PEC also determined the old electrical infrastructure of these buildings could fail under normal operating conditions due to age or fatigue of equipment. PEC completed an estimation for this renovation at a cost of \$856,428.00.

FM contacted PEC and Gravity Works for assistance in soliciting bids. These bids will be solicited on July 12, 2021 with a design build method for the contract. This method directs the contractor to comply with performance standards. The bids are due back to Gravity Works by July 27, 2021. Once the bids are collected from the contractors, they will be presented to the Board of Trustees at the August 10th Board meeting.

During this time PEC completed the Arc Flash Assessment for the other buildings in El Dorado and Andover. These repairs on the campuses mostly consist of updating electrical panels and breakers. Additionally, the 1500 building needs an updated main switch, generator breaker, and additional panels. The estimated cost of the Arc Flash Assessment repairs is \$254,588.00. FM recommends scheduling the upgrades for these buildings to comply with electrical standards.

RECOMMENDED ACTION:

This is for informational purposes only at this time.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Lynn Umholtz
Supervisor:	Kent Williams
Date:	July 13, 2021

BOARD ACTION ITEMS

Topic for Action Resolution for Refinancing 2013 COPs

REPORT:

For several months the board has been updated on plans to refinance certificates of participation that were issued in 2013.

The next step in the process is to approve the resolution below authorizing the sale. The results of the sale will be brought to the August board meeting for approval.

RECOMMENDED ACTION:

Approve resolution 21-9:

A RESOLUTION AUTHORIZING BUTLER COUNTY COMMUNITY COLLEGE TO ENTER INTO A LEASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFINANCING CERTAIN BUILDING IMPROVEMENTS ON THE COLLEGE CAMPUS IN EL DORADO, KANSAS; AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

FUNDING SOURCE:

Not applicable.

Submitted by:	Kent Williams
Supervisor:	Dr. Krull
Date:	July 5, 2021

RESOLUTION NO. 21-9

A RESOLUTION AUTHORIZING BUTLER COUNTY COMMUNITY COLLEGE, TO ENTER INTO A LEASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFINANCING CERTAIN BUILDING AND EQUIPMENT IMPROVEMENTS ON THE COLLEGE CAMPUS IN BUTLER COUNTY, KANSAS AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the constitution and statutes of the State of Kansas, particularly K.S.A. 71-201 and K.S.A. 10-1116c, Butler County Community College, Butler County, Kansas (the “College”) is empowered to enter into certain leases and lease purchase agreements for the lease and/or acquisition of property; and

WHEREAS, the College has immediate need to refinance certain student housing improvements (the “2013 Improvements”) and various energy conservation equipment improvements to the College buildings, including heating and cooling improvements, lighting retrofit improvements and plumbing improvements (the “2013B improvements” and, with the 2013 Improvements, jointly the “Improvements”) on the College campus in Butler County, Kansas, which further its educational and public purposes, but does not have sufficient moneys on hand legally available to refinance the Improvements for its use; and

WHEREAS, the governing body of the College has heretofore adopted a Resolution on June 8, 2021 (the “Sale Resolution”) authorizing the College to offer at competitive sale approximately \$4,525,000* Refunding Certificates of Participation, Series 2021 (the “Series 2021 Certificates”); and

WHEREAS, the governing body of the College now finds and determines that it is advisable to enter into a financing arrangement involving a Lease Agreement and the issuance and delivery of the Series 2021 Certificates; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the College to take the following actions:

1. Enter into a First Supplemental Site Lease (the “First Supplemental Site Lease”), which amends and supplements a Site Lease, dated as of June 1, 2013 (the “Original Site Lease,” and, with the First Supplemental Site Lease, the “Site Lease”), with the College, as lessor, and Security Bank of Kansas City, Kansas City, Kansas (the “Trustee”), as lessee and successor in interest to UMB n.a., pursuant to which the College will lease the Real Property (defined therein) to the Trustee on the terms and conditions set forth therein, a form of which has been submitted to the governing body for review;

2. Enter into a First Supplemental Lease Agreement (the “First Supplemental Lease”), which amends and supplements a Lease Agreement, dated as of June 1, 2013 (the “Original Lease,” and, with the First Supplemental Lease, the “Lease”), with the Trustee, pursuant

to which the College will lease the Project (as defined in the Lease) from the Trustee, a form of which has been submitted to the governing body for review;

3. Approve a Declaration of Trust, dated as of August 3, 2021 (the “Declaration of Trust”), by the Trustee, pursuant to which the Series 2021 Certificates will be executed and delivered, a form of which has been submitted to the governing body for review;

4. Approve an Official Statement respecting the Series 2021 Certificates, to be in substantially the same form as the Preliminary Official Statement respecting the Series 2021 Certificates heretofore approved (the “Preliminary Official Statement,” and together, the “Official Statement”); and

5. Authorize a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) pursuant to which the College agrees to provide certain financial and other information with respect to the Series 2021 Certificates.

The First Supplemental Site Lease, the First Supplemental Lease and the Continuing Disclosure Undertaking are referred to together herein as the “College Documents.”

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF BUTLER COUNTY COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. Authorization and Approval of College Documents and Declaration of Trust.

(a) The College Documents and the Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Chairman, the Chairman's execution of the College Documents to be conclusive evidence of such approval.

(b) The obligation of the College to pay Basic Rent Payments (as defined in the Lease) under the Lease shall constitute a current expense of the College and shall not in any way be construed to be an indebtedness or liability of the College in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the College, and all provisions of the Lease shall be construed so as to give effect to such intent.

(c) The Chairman, or the Vice Chairman, in the Chairman’s absence, is hereby authorized and directed to execute and deliver the College Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the College. The Secretary is hereby authorized to affix the College's seal to the College Documents and attest said seal.

Section 2. Approval of Official Statement. The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein

and additions thereto as shall be approved by the officer of the College executing the final Official Statement, said officer's execution thereof to be conclusive evidence of said officer's approval thereof, and the public distribution of the final Official Statement by the purchaser of the Series 2021 Certificates are in all respects hereby authorized and approved. The Chairman, or the Vice Chairman, in the Chairman's absence, is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the College.

For the purpose of enabling the original purchaser of the Series 2021 Certificates (the "Underwriter") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the College hereby deems the information regarding the College contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the College are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 3. Further Authority. The College shall, and the officials and agents of the College are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the College with respect to the College Documents, the other documents authorized or approved hereby and the Project. Without limiting the foregoing, the Chairman, or the Vice Chairman, in the Chairman's absence, is hereby authorized, if required, to execute any certificate or agreement to allow the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Mandatory Provisions. Pursuant to K.S.A. 71-201c, the College shall omit from the College Documents the mandatory contract provisions of DA-146a.

Section 5. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PERSONNEL

TOPIC for ACTION
Retirement

REPORT:

Randy Bush, full-time International Academic Advisor, has submitted his notice of resignation (retirement) effective July 31, 2021. Randy has been a full-time employee of Butler Community College for 20 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Randy Bush.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	June 29, 2021



February 5, 2021

Shelley Stultz
Associate Vice-President of Human Resources
Butler Community College
El Dorado, KS 67042

Dear Shelley:

This letter is to formally announce that I plan to retire, effective August 1, 2021. My current contract ends July 31, 2021 and I will reach my full-benefit Social Security age in June, 2021 and I have 20 years in the KPERS retirement system. With all of these practical considerations in mind, it is time for me to retire and pursue those things that most interest me.

I have discussed this matter with my supervisor DeAnn Shimp, and my colleagues in International Advising, Stephany Pracht and Amber Prieb. I have appreciated the opportunity to work as International Academic Advisor for the past 20 years at Butler Community College. Please keep me informed about any further procedures that I need to complete with the Human Resources office before I leave in July.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randy Bush'.

Randy Bush, Ph.D.
International Academic Advisor/PDSO

TOPIC for ACTION
Retirement

REPORT:

Kim Karr, full-time Chemistry Instructor, has submitted her notice of resignation (retirement) effective July 31, 2021. Kim has been a full-time employee of Butler Community College for 24 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Kim Karr.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	June 29, 2021

last day
7/31/21

December 1, 2020

Dear Shannon & Mel,

I am writing this letter to officially notify you that I am retiring from my position as Chemistry Professor at the end of my current contract period. The last date of my employment would be August 1, 2021.

With this letter I would like to express my sincere thanks for the opportunity to teach the students at Butler Community College for over 23 years. I have thoroughly enjoyed my time with the students both inside and outside the classroom. I would also like to thank all my colleagues for their assistance and motivation throughout my teaching career at Butler. It has been a pleasure working with so many wonderful faculty and has provided me with many valuable professional relationships. I hope I have made some positive contributions to Butler and the students who have come through my classroom.

Sincerely,



Kim E. Karr
Chemistry Professor
Butler Community College

TOPIC for ACTION
Retirement

REPORT:

Teresa Long, full-time Administrative Assistant, has submitted her notice of resignation (retirement) effective July 31, 2021. Teresa has been a full-time employee of Butler Community College for 18 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Teresa Long.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	June 29, 2021

HR Department
Butler Community College
901 S Haverhill
El Dorado, Kansas 67042

April 23rd, 2021

All,

It is with a heavy heart that I must submit my letter of resignation. I will be retiring from my position as the Administrative Assistant for Fire and EMS Education effective July 31st, 2021. Circumstances beyond my control are driving this decision that is a very difficult choice for me. I truly love my job and the people I work with. I have met many lifetime friends during my 18 years with the College. I was blessed to work at a job that I really truly enjoyed and will greatly miss. Life sometimes throws us cards and we just have to learn how to play the game! I hope to stay in touch with all I have grown to love like family and I will forever be a Grizzly. Thank you so much for letting me be a part of Butler.

Teresa Long
Administrative Assistant
Butler Fire Science and EMS Education
316.323.6150

~Never dig up in doubt what you have planted in faith~

TOPIC for ACTION
Retirement

REPORT:

Gary Royse, full-time Academic Advisor, has submitted his notice of resignation (retirement) effective July 31, 2021. Gary has been a full-time employee of Butler Community College for 25 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Gary Royse.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	June 29, 2021

Kathy Conner

From: Gary Royse
Sent: Wednesday, May 5, 2021 9:27 AM
To: Kathy Conner
Subject: Retirement

Good morning Kathy!

Please consider this my official notification that I intend to retire on August 1st, 2021.

Please let me know if you have questions!
Gary

Gary D. Royse
Academic Advisor
Butler Community College
316-323-6404
groyse@butlercc.edu

Ready for life
CLASSES ALWAYS ENROLLING



[Enrollment Checklists](#) [Advising](#)



**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., June 8, 2021 – Dankert Board Room**

Meeting Recording can be viewed at <https://youtu.be/wZbfX4x8kG8>

STAFF ATTENDANCE

Tom Borrego (Z)	Matt Jacobs
Lora Jarvis	Kim Krull
Esam Mohammad (Z)	Jessica Ohman
Bill Rinkenbaugh	Terry Sader (Z)
Shelley Stultz (Z)	Kent Williams
Lori Winningham	Christina Byram
Tyler Nordman	Phil Speary (Z)
Mel Whiteside (Z)	Michelle Ruder (Z)
Aletra Chaney-Profit (Z)	

BOARD ATTENDANCE

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

GUESTS

Ray Connell	John Rupp (Z)
John Laffen	Kevin Cowen (Z)
Tom Nevill (Z)	Jeremy Sundgren (Z)
Carl Hebert (Z)	

** (Z) denotes attendance via Zoom

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

Trustee Smith requested to move Item XI, E, 1, the WSU Social Work Program Agreement, to Board Action Items. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously. Trustee Rhodes requested to add a discussion topic on the Mutual Gains Bargaining progress. Trustee Law seconded. Trustee Winslow objected to the addition due to the fact that items could not be added by all Trustees in previous meetings. Lora Jarvis called a roll call vote and the motion passed unanimously. Trustee Law moved to approve the agenda as amended. Trustee Howell seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

EXECUTIVE SESSION

Trustee Rhodes moved that the Board recess into executive session for consultation with legal counsel in regards to acquisition of real estate to include the Board, President Kim Krull, and Ray Connell. The open meeting will resume in the Dankert Board Room in 30 minutes. Trustee Good seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

The Board entered Executive Session at 4:38 p.m.

The Board returned to open session at 4:52 p.m.

RECOGNITIONS

- **Teresa Long** – Demonstrating Butler's Timeless Institutional Values
- **Tyler Nordman** – Sports Information Department of the Month
- **Eva Smith, Joseph Tabarani, Joe Brown, Andrea Wilcox, Amy Warner, Donnie Mercer, Miranda Valadez, Lesa Rumsey** – Accounts Receivable Staff doing Community Service

PUBLIC COMMENT – NONE

STANDING REPORTS

Professional Employees – Dr. Terry Sader did not have anything to report for this month.

Board Finance Committee – Trustee Smith said that they are looking into Senate Bill 13 and how it will affect the mill levy in the future. Trustee Law said that there will be several updates made at the upcoming work session.

Foundation Board Report – The fair market value of the Foundation endowment as of the end of March 2021 was \$14.9 million which is up \$400,000 from the previous quarter. Some Foundation Board members left the board at the end of their terms while others renewed. Suzanne Coin and Pam Cross both completed their terms. Suzanne had served 8 years and Pam for 4 years. Janice Jones, Ryan Murry and Dr. Tom Estep have renewed their terms. The officers for this coming year will be Rod Young as president, Evan Funk as vice-president/president-elect, and Mike Clifton is continuing as treasurer.

Gina Jacoby from Augusta is the new Executive Assistant in the Foundation offices.

Also, the Foundation awarded Junetta Everett the 2021 Distinguished Alumna Award at the Commencement Ceremony. Ms. Everett was the first African American Dental Hygienist in Kansas and the first president of the Black Student Union at Butler.

Janet Busenitz received the Hubbard Award of Excellence Award which is a \$15,000 transfer scholarship she will use to continue her studies at the University of Kansas School of Nursing.

The first in-person event following the pandemic for the Foundation, The Circle of Gold Society Luncheon, will be held on June 18th in the Clifford/Stone Room. This luncheon is for donors who have made gifts through their estate planning.

The Foundation has raised approximately \$1 million since July 1, 2020.

KACCT/COP Update – Dr. Krull reported the Presidents met on Thursday and Friday in person and then the Trustees Zoomed on Saturday and many of the same topics were covered at both meetings. KACCT Trustees approved the budget and college dues before Senator Molly Baumgardner joined the meeting to discuss the Kansas Promise Act. Along with Senator Baumgardner, Senator Ryckman and Representative Finch have been drivers in the approval of this Act.

Heather Morgan also reported on the final state appropriations for community colleges and specifically reported the Excel and CTE, SB155, was increased by \$1.2 million in this fiscal year to cover the enrollment and they have added \$8.3 million in FY 2023 which they believe will close the funding gap needed. Another \$10 million was added for the Kansas Promise Act. Heather also shared about bills that have passed that specifically relate to community colleges including SB13 which was discussed earlier in the Finance meeting as well as SB40 which Butler worked on in March that pushed the emergency management decisions, especially the COVID decisions, to the Board. The larger K-12 funding bill also includes money that would allow the schools to pay for tuition and fees for students who are enrolled in concurrent classes and unable to pay for the classes themselves.

Heather also wanted to make sure everyone was aware the federal free college legislation is not the same as the Kansas Promise Scholarship Act.

President's Report – Dr. Krull introduced Dr. Tom Nevill who is the new Vice President of Academics for Butler and will begin on July 1st.

Dr. Krull shared more information on the Kansas Promise Act including the approved programs for Butler. The legislation approved four categories including Information Technology and Security, Mental and Physical Healthcare, Advanced Manufacturing and Building Trades, and Early Childhood Education and Development and then each college could choose one fifth area for their school. Butler chose Fire Science as their program of choice in part because part of the agreement with the Kansas Promise Act is that the students will stay in the state of Kansas for at least two years after completion of their degree. Most of the students who enroll in the Fire Science program stay in this area working for local agencies.

The Administration has presented to 8 school boards and 5 city councils and in the next few weeks they will present to 6 more school boards and 4 councils.

Dr. Krull also shared that Cowley has approached Butler about a potential nursing partnership. There are not any details to share at this time and much work will have to be done before anything is finalized.

Butler's Critical Incident Management Team is receiving a 2021 Wichita Business Journal Innovation Award for the work they have done since March of 2020 with COVID and managing the pandemic in order to keep students in class and employees working.

Butler has also been chosen by the Kansas Hispanic Education Development Foundation as the 2021 Educational Institution Making a Difference Award Winner. Butler is receiving this award because the college supports KHEDF's mission of supporting Hispanic students and professionals through educational and leadership opportunities. Butler has provided over 60

scholarships for Hispanic students over the years and this past year developed a mentor program for those students.

Educational Facilities Authority Report – Trustee Howell said there was nothing to report from the meeting because they just had bills to pay and no agenda items. Dr. Krull said they would have the last meeting of the season in July.

MONITORING REPORTS

Dean Phil Speary presented the annual report for the Academic Support and Effectiveness Division.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

Offender Workforce Development – Michelle Ruder, Director of BETA, and Aletra Chaney-Profit, Director of Career Services, presented the Board a quick overview of Offender Workforce Development. They shared that over 4,000 offenders are released each year from the correctional facilities in Kansas back to communities; many with low education and poor employment histories prior to incarceration. It is proven that justice-involved individuals who are gainfully employed are less likely to recidivate. One of the key elements with successful transition is education, training and employment. With a correctional facility nearby, Butler has an opportunity that could benefit the college and community at large. (Their PowerPoint Presentation can be found at the end of these minutes.)

Trustee Good asked if certificates like welding and auto mechanics were available to the inmates, but Michelle told her that currently they are only able to offer associate's degrees. Aletra shared that the advisory board is looking at the technical programs that are in demand to see if that is something that can be offered in the future.

Trustee Smith asked if the college was primarily looking at doing classes on site or if there was an opportunity for work-release to come to construction technology or other classes like that. Lori Winningham said that currently, because the prison is a maximum security prison, they are wanting only on-site courses.

Trustee Winslow asked if the Pell Grant eligible requirements were going to be changing by the government to include prisoners who want to attend classes and Michelle said that bill has already been passed and will go into effect in 2023.

9100 Building – With the completion of the renovation of the 5000 Building and the ability to move classes that have been taught in the 9100 Building to the 5000 Building, the Board has been giving some consideration to the future of the 9100 Building. At the direction of the Board, Dr. Krull, Kent Williams, Lynn Umholtz and Ireland Turner met with John Rupp of ReeceNichols the end of March to walk through the 9100 Building. At the April Board meeting, the Board requested Mark Sudduth, Realty Executives, Sudduth Realty, Inc. and Jeremy Sundgren, Sundgren Realty also be contacted to provide their general ideas for the 9100 Building. Dr. Krull, Kent Williams, Lynn Umholtz, and Ireland Turner met with both in May.

Though Mark Sudduth declined to continue in the process and discussions, Jeremy Sundgren and John Rupp joined the meeting via Zoom to provide their insight into how best to approach the sale of the building if the Board would decide to make that decision. Dr. Krull told the board

that all of the information presented would be of a general nature so as not to give out any propriety information.

Jeremy was joined by Carl Herbert, a colleague from InSite Real Estate in Wichita, who specializes exclusively in commercial real estate.

Trustee Smith asked if they were considering auctioning the building or listing it. Jeremy said that both options were on the table, but due to the nature of the listing, there were a lot of things they would not want to discuss in an open meeting.

Chair Lechtenberg asked Carl if more of their sales in the last few years had been online auction or listings. Carl said that InSite Real Estate does not do auctions, but only listings. Jeremy shared that if the college did want to go the auction route, the partnership with Carl and himself would be valuable the same as it would with a listing.

Trustee Winslow asked what they were directed to come with. Dr. Krull stated she had sent an email requesting they share a general overview of their experience and resume information, give a general idea of the demand for the property, and their experience with selling property in the Andover/Wichita area.

Trustee Winslow also asked if they had toured the 9100 building yet and Jeremy indicated he had. Trustee Winslow and Smith asked about the general condition of the building and the potential value of the location if the building was not there.

Trustee Smith said he wanted to look at what it costs to hold it versus what would be gained by selling it.

John Rupp from ReeceNichols also presented information to the Board. Trustee Winslow asked if he had viewed the 9100 building and he indicated he had. She followed up asking about the marketability of the building and the land. John believed the building had a lot of possibilities.

Dr. Krull asked the Board for direction related to the next steps with the 9100 Building. .

Mutual Gains Bargaining Update – Trustee Rhodes asked for a general update from MGB. Dr. Krull said that the general process for them is that the 6 member faculty team and the 6 member administrative team get together and start by putting together the items they want to discuss--which they did in February. Trustee Winslow asked for clarification of what this process was. Dr. Krull said it is to work out a negotiated agreement between the college (Board of Trustees and Administration) and the professional employees.

They have met twice in March, twice in April, once in May and once again last week. To date, the conversations have surrounded compensation and benefits which is a mandatory item to negotiate every year.

Trustee Smith asked about negotiations related to health insurance and Dr. Krull explained that what is negotiated is the split in contribution the college will make for health insurance and the employee contribution. As a point of reference, Dr. Krull explained that the professional employees include the full-time faculty, full-time advisors, and a counselor.

Trustee Winslow asked for clarification on which side was the company and which was the union. Dr. Krull stated the faculty are the recognized bargaining unit and the college would be the company.

Trustee Rhodes said he is concerned that the process has been going on for 3 months and non-monetary items were not discussed until yesterday. Trustee Winslow said that she was more concerned with conflict of interests.

BOARD ACTION ITEMS

Approval of Property Insurance Renewal – The Administration asked the Board to approve the FY2022 property and liability insurance premiums as presented at the meeting for a total of \$961,253. Ryan Murry was present at the meeting to answer questions.

Ryan said that property insurance in Kansas continues to be challenging and wind and hail deductibles continue to rise. He also reminded the Board that there were changes in the property value because, after working with the architect, some building values increased while others decreased.

Last year each property (El Dorado and Andover) had a wind/hail deductible of \$1,000,000 that was bought down to \$500,000. This year Chubb was able to get a \$500,000 deductible in Andover and a \$800,000 deductible for El Dorado.

Trustee Smith asked for clarification on the amount we were paying to buydown the deductible. Ryan explained that we are paying \$226,000 to buydown close to \$1.4 million.

Trustee Howell asked if the Employment Practices Liability was resolved after the incident earlier in the year. Ryan explained that they had a small limit (\$50,000 per claim up to \$100,000 per year) as well. He requested bids from three companies that all said they will not write bids for higher education institutions.

Trustee Smith asked for further clarification on the wind/hail buydown so Ryan explained that there are several locations with a \$50,000 deductible in addition to the El Dorado and Andover locations. Ryan said that the total deductible without the buydown would be over \$2 million if every building was damaged. With the buydown the maximum out of pocket would be \$750,000 with a cost of \$226,000. Trustee Smith felt like four years of paying for the buydown would equal \$1 million that could be spent elsewhere.

Trustee Winslow asked about the Museum Floater. Kent explained it covered exhibits hosted in the E.B. White Gallery as well as other art throughout the campus. She also asked for a listing of all of the art that the college owns that is covered by this policy.

Trustee Smith asked if the Board could opt to leave out the buydown and approve the rest of the policy renewals. Trustee Rhodes said it was a risk tolerance issue.

Trustee Howell recommended a reserve account that would self-fund any deductible needs so as not to need to purchase the wind/hail buydown. Kent said that as part of the HEERF funds the administration is requesting to set up a designated account that would set aside an amount

for deductibles. Trustee Winslow asked if the \$226,000 from the buydown could be added to this account and Kent said that it could.

Trustee Smith moved to accept the 2021-2022 Property Insurance Renewal minus the Wind/Hail buydown. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

The final insurance Renewal is below:



Butler Community College
21-22 Property and Casualty Insurance Renewal

	Carrier	2020-21	2021-22	% Change
Property (Excluding Dorms)	Chubb	\$190,738	\$269,815	41.46%
Blanket - Buildings		\$85,115,525	\$97,845,992	14.96%
Blanket - Business Personal Property		\$30,317,968	\$31,259,544	3.11%
Blanket - Fine Arts		\$208,868	\$208,868	0.00%
Blanket - Outdoor Property		\$1,161,033	\$960,400	-17.28%
Business Income		\$10,016,655	\$15,129,870	51.05%
Deductible		\$50,000	\$50,000	
Deductible-901 S Haverhill/715 E 13th		\$100,000	\$100,000	
Wind/Hail Deductible		\$100,000	\$100,000	
Wind/Hail Ded-715 E 13th		\$1,000,000	\$500,000	-50.00%
Wind/Hail Ded-901 S Haverhill		\$1,000,000	\$800,000	-20.00%
Water Damage Deductible		\$100,000	\$100,000	
Wind/Hail Buydown	Lloyds of London	\$242,475	Board Declined	
Deductible Buydown-All Locations Except		\$100,000 to \$50,000	\$100,000 to \$50,000	
Deductible Buydown-715 E 13th		\$1M to \$500,000	\$500,000 to \$100,000	
Deductible Buydown-901 S Haverhill		\$1M to \$500,000	\$800,000 to \$250,000	
Maximum Recoverable		\$1,500,000	\$1,291,323	-13.91%
Property (Dorms) *	General Star / Aspen	\$71,974	\$50,359	-30.03%
Building Limits		\$15,231,759	\$11,410,589	-25.09%
Personal Property Limits		\$862,378	\$964,553	11.85%
Business Income		\$1,000,000	\$1,096,396	9.64%
Deductible		\$25,000	\$10,000	-60.00%
Wind/Hail Deductible		2%	2%	
Wind/Hail Buydown (Dorms)	Lloyds of London	\$26,197	\$18,107	-30.88%
Deductible Buydown		2% to \$100,000	2% to \$100,000	
Maximum Recoverable		\$241,883	\$169,431	-29.95%
General Liability	Trident	\$47,003	\$47,863	1.83%
Limit		\$1M/\$2M	\$1M/\$2M	
Commercial Auto	Trident	\$56,264	\$61,530	9.36%
Liability Limit		\$1,000,000	\$1,000,000	
Deductible (per vehicle)		\$2,500	\$2,500	
Max Deductible (per occurrence)		\$100,000	\$100,000	
No. of Units		80	75	-6.25%
Inland Marine	Travelers	\$3,683	\$5,456	48.14%
Scheduled Equipment		\$471,759	\$419,315	-11.12%
Deductible		\$1,000	\$1,000	0.00%
Crime	Great American Ins. Co.	\$3,933	\$4,129	4.98%
Limit		\$500,000	\$500,000	0.00%
Deductible		\$25k/\$10k	\$25k/\$10k	
Canine Mortality	Trident	\$307	Declined	
Limit		\$15,000	\$15,000	
Deductible		\$500	\$500	
Law Enforcement Liability	Trident	\$4,686	\$6,406	36.71%
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	
Educators Legal Liability	Trident	\$18,243	\$18,644	2.20%
Limit		\$1M/\$2M	\$1M/\$2M	
Deductible		\$10,000	\$10,000	



Butler Community College
21-22 Property and Casualty Insurance Renewal

Employment Practices Liability	Trident	\$55,544	\$56,745	2.16%
Limit		\$1M/\$2M	\$1M/\$2M	
Retention		\$10,000	\$10,000	
Umbrella	Trident	\$30,306	\$30,859	1.82%
Limit		\$5,000,000	\$5,000,000	
Retention		\$0	\$0	
Workers Compensation	Accident Fund	\$115,737	\$113,880	-1.60%
Payroll		\$30,543,938	\$29,831,845	-2.33%
Experience Mod		0.74	0.73	-1.35%
Museum Floater	Hartford	\$2,500	\$2,500	0.00%
Museum Collection		\$100,000	\$100,000	
Loan Collection		\$100,000	\$100,000	
Deductible		\$1,000	\$1,000	
Media (Broadcasters) Liability	Capitol Indemnity	\$3,096	\$3,700	19.51%
Limit		\$1,000,000	\$1,000,000	
Deductible		\$10,000	\$10,000	
Student Professional E&O	Liberty	\$15,510	\$14,502	-6.50%
Limit		\$1M/\$3M	\$1M/\$3M	
Wellness Center Prof. Liability	Chubb	\$6,216	\$8,162	31.31%
Limit		\$1M/\$3M	\$1M/\$3M	
Deductible		\$2,500	\$2,500	
Cyber Liability	Evolve (Lloyd's)	\$12,773	\$21,518	68.46%
Limit		\$2,000,000	\$2,000,000	
Deductible		\$15,000	\$15,000	
Revenue		\$51,000,000	\$71,432,907	40.06%
TOTAL		\$907,185	\$734,175	-19.07%

* Dorm Property Policy - First \$5M written with Aspen Specialty & Excess Property written with Underwriters at Lloyds of London

Approval of COP Refinance – During the past few months John Haas has discussed the potential refinancing of the series 2013 and 2013B certificates of participation. Presented below is the required resolution to allow John to conduct a public sale of the refinancing securities. Also included below are related legal documents for the administration of the sale.

RESOLUTION NO. 21-8

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF LEASE AGREEMENT
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2021, OF BUTLER COUNTY
COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS.**

WHEREAS, Butler County Community College, Butler County, Kansas (the "College") has heretofore entered into and has outstanding certain lease obligations; and

WHEREAS, due to the current interest rate environment, the College has the opportunity to enter into certain lease purchase agreements, and have issued certificates of participation therein, in order to achieve an interest cost savings on all or a portion of the obligations described as follows (collectively, the "Refunded Obligations"):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
Lease Agreement Refunding Certificates of Participation	2013	06/03/2013	2021 - 2025	\$1,395,000
Lease Purchase Agreement Refunding Certificates of Participation	2013B	11/01/2013	2021 - 2028	3,450,000

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BUTLER COUNTY COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS, AS FOLLOWS:

Section 1. The College is hereby authorized to offer at competitive public sale "Refunding Certificates of Participation, Series 2021, Evidencing Proportionate Interests In and Rights to Receive Payments Under a Lease Agreement" (the "Series 2021 Certificates"), in one or more series, as described in the Notice of Certificate Sale (the "Notice of Certificate Sale") attached hereto as **Exhibit "A"** and the Preliminary Official Statement referenced herein, for the purpose of refunding and refinancing the Refunded Obligations.

Section 2. Ranson Financial Group, L.L.C., Wichita, Kansas ("Financial Advisor") is hereby authorized and directed to receive bids on behalf of the College for the purchase of the Series 2021 Certificates on July 13, 2021, upon the terms and conditions set forth in said Notice of Certificate Sale, and to deliver all bids so received to the Board of Trustees (the "governing body") at its meeting to be held on such date at said time and place, at which meeting the governing body shall review such bids and shall approve a bid or reject all bids.

Section 3. The Notice of Certificate Sale is hereby approved in substantially the form attached hereto as **Exhibit A**, with such changes and additions thereto as the Vice President of Finance shall deem necessary or appropriate, and to use such document in connection with the public sale of the Series 2021 Certificates.

Section 4. The Financial Advisor, in conjunction with Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel"), is hereby authorized to prepare a Preliminary Official Statement, and such representatives of the College are hereby authorized to use such document in connection with the sale of the Series 2021 Certificates.

Section 5. The Vice President of Finance, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said sale by transmitting copies of the Notice of Certificate Sale and Preliminary Official Statement to prospective purchasers of the Series 2021 Certificates.

Section 6. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the College are hereby authorized: (a) to provide the Purchaser a letter or certification to the effect that the College deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by the Rule; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 7. The College agrees to provide to the Purchaser within seven business days of the date of the sale of Series 2021 Certificates or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 8. The Chair, Secretary of the Board, Vice President of Finance and the other officers and representatives of the College, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Series 2021 Certificates.


Section 9. This Resolution shall be in full force and effect from and after its adoption.

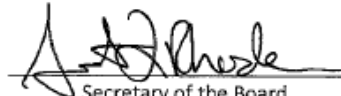
[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body on June 8, 2021.

(SEAL)

ATTEST:


Chair


Secretary of the Board

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

To:

Re: Butler County Community College, Butler County, Kansas, Lease Agreement Refunding Certificates of Participation, Series 2021A and Series 2021B (jointly the "Series 2021 Certificates")

Ladies and Gentlemen:

The undersigned is the duly acting Vice President of Finance of Butler County Community College, Butler County, Kansas (the "College"), and is authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the College. The College has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced Series 2021 Certificates.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the College hereby deems the information regarding the College contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Series 2021 Certificates, depending on such matters.

Very truly yours,

**BUTLER COUNTY COMMUNITY COLLEGE,
BUTLER COUNTY, KANSAS**

By: _____
Title: Vice President of Finance

NOTICE OF CERTIFICATE SALE

\$1,180,000*
LEASE AGREEMENT REFUNDING CERTIFICATES OF
PARTICIPATION
SERIES 2021A

\$3,345,000*
LEASE AGREEMENT REFUNDING CERTIFICATES OF
PARTICIPATION
SERIES 2021B

EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF
IN BASIC RENT PAYMENTS TO BE MADE BY BUTLER COUNTY COMMUNITY COLLEGE
PURSUANT TO A LEASE AGREEMENT

Bids. Written bids will be received by Ranson Financial Group, L.L.C., Wichita, Kansas ("Financial Advisor"), on behalf of the Board of Trustees of Butler County Community College (the "College") at 200 W. Douglas, Suite 600, Wichita, Kansas 67202, Fax: (316) 265-5403, and via PARITY® in the case of electronic bids, until 10:00 a.m., Central Daylight Time, on July 13, 2021 for the purchase of \$1,180,000* principal amount of Refunding Certificates of Participation, Series 2021A Evidencing a Proportionate Interest of the Owners thereof in Basic Rent Payments to be made by the College pursuant to a Lease Agreement (the "Series 2021A Certificates") and \$3,345,000* principal amount of Refunding Certificates of Participation, Series 2021B Evidencing a Proportionate Interest of the Owners thereof in Basic Rent Payments to be made by the College pursuant to a Lease Agreement (the "Series 2021B Certificates," and, with the Series 2021A Certificate, jointly, the "Certificates").

Certificate Details. The Series 2021 Certificates will be issued pursuant to a Declaration of Trust by the Trustee identified below. The Series 2021 Certificates will consist of fully registered certificates in the denomination of \$5,000 or any integral multiple thereof. The Series 2021 Certificates will be dated August 3, 2021, and the principal portion thereof will become due annually in the years as follows:

SERIES 2021A CERTIFICATES*

<u>Maturity</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Principal Amount</u>
September 1, 2022	\$290,000	September 1, 2024	\$300,000
September 1, 2023	290,000	September 1, 2025	300,000

SERIES 2021B CERTIFICATES*

<u>Maturity</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Principal Amount</u>
November 1, 2022	\$475,000	November 1, 2026	\$480,000
November 1, 2023	475,000	November 1, 2027	480,000
November 1, 2024	470,000	November 1, 2028	485,000
November 1, 2025	475,000		

*Subject to change

Each of the Series 2021 Certificates shall represent the right to receive a proportionate share of the interest portion and principal portion of Basic Rent paid by the College to the Trustee identified below under a Lease Agreement (the "Lease"). The interest portion due on the Series 2021A Certificates will accrue from the date of the Series 2021A Certificates, at rates to be determined when the Series 2021A Certificates are sold as hereinafter provided, which interest portion will be payable semiannually on Certificate Payment Dates, which shall be March 1 and September 1 in each year, beginning on March 1, 2022. The interest portion due on the Series 2021B Certificates will accrue from the date of the Series 2021B Certificates, at rates to be determined when the Series 2021B Certificates are sold as hereinafter provided, which interest portion will be payable semiannually on Certificate Payment Dates, which shall be May 1 and November 1 in each year, beginning on May 1, 2022..

***Adjustment of Issue Size.** The College reserves the right to increase or decrease the total principal amount of either series of the Series 2021 Certificates, depending on the purchase price and interest rates bid and the offering prices specified by the successful bidder. The principal amount of any maturity may be adjusted by the College in order to properly size the Series 2021 Certificates, structure certain funds and accounts and substantially obtain debt service parameters determined by the College. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Series 2021 Certificates. If there is an increase or decrease in the final principal amount of either series of the Series 2021 Certificates, the College will notify the respective successful bidder for each such series of the Series 2021 Certificates by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 12:00 p.m., Central Time, on the Sale Date. The actual purchase price for each series of the Series 2021 Certificates shall be calculated by applying the percentage of par value bid by the successful bidder against the final aggregate principal amount of such series of Series 2021 Certificates, as adjusted. If the principal amounts are modified, the College will seek to modify the maturity schedule, or make other mutually agreeable changes, in a way that will neither increase nor reduce the

successful bidder's spread as a percentage of the principal amount of the Series 2021 Certificates issued, after taking into account such adjustments.

Trustee, Paying Agent and Certificate Registrar. Security Bank of Kansas City, Kansas City, Kansas.

Authority, Purpose and Security. The Lease and Series 2021 Certificates will refinance 1) a certain student housing facility housing approximately 130 students on the campus of the College in El Dorado, Kansas (the "Improvements") and 2) the acquisition and installation of certain energy conservation improvements to the College's educational facilities on the campus of the College in Butler County, Kansas (the "Equipment"), all pursuant to K.S.A. 71-201 *et seq.*, as amended. The Series 2021 Certificates are secured by and payable from the Trust Estate established under the Declaration of Trust, which consists, in part, of Basic Rent Payments received by the Trustee under the Lease. The obligation of the College to make Basic Rent Payments under the Lease is a limited obligation, payable from available revenues of the College, including those raised through ad valorem taxation, but shall not in any way be construed to be a general obligation or indebtedness of the College. The term of the Lease extends to November 1, 2028. The Lease is also subject to change or termination by act of the Kansas Legislature.

Conditions of Bids. Proposals will be received on the Series 2021 Certificates bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all of the principal portion due in each year; (b) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%; and (c) no supplemental interest payments will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Lease on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid and the average annual net interest rate (expressed as a percentage) on the basis of such bid. Each bidder shall certify to the College the correctness of the information contained on an Official Bid Form; the College will be entitled to rely on such certification. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Certificate Sale. If provisions of this Notice of Certificate Sale conflict with those of PARITY®, this Notice of Certificate Sale shall control. Each bidder agrees that, if it is awarded the Series 2021 Certificates, it will provide the certification as to initial offering prices described under the caption "Reoffering Price" in this Notice. There is no requirement that a bidder bid on both the Series 2021A Certificates and the Series 2021B Certificates.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Basis of Award. The award of each series of the Series 2021 Certificates will be made on the basis of the lowest true interest cost ("TIC"). TIC will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Series 2021 Certificates, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Series 2021 Certificates, as applicable, on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the College. The College or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the College will determine which bid, if any, will be accepted, and its determination is final.

The College reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the submittal hour on the sale date set forth above will be returned to the bidder. Any disputes arising hereunder shall be governed by the laws of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute.

The College's acceptance, including electronic acceptance through PARITY®, of the successful bidder's proposal for the purchase of a series of the Series 2021 Certificates in accordance with this Notice of Certificate Sale shall constitute a certificate purchase agreement between the College and the successful bidder for purposes of the laws of the State and a contract between the College and the successful bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"). The method of acceptance shall be determined solely by the governing body of the College.

Ratings. The College has not applied for a rating on the Series 2021 Certificates herein offered for sale.

Optional Bond Insurance. The College has not applied for any policy of municipal bond insurance with respect to the Series 2021 Certificates, and will not pay the premium in connection with any policy of municipal bond insurance desired by the successful bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Series 2021 Certificates, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form, and shall specify all terms and conditions to which the College will be required to agree in connection with the issuance of such insurance policy. The College specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest net interest cost to the College.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Series 2021 Certificates, but neither the failure to print such number on any Series 2021 Certificates nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2021 Certificates in accordance with the terms of this Notice. The Financial Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Series 2021 Certificates will be paid by the College.

Establishment of Issue Price. (a) In order to provide the College with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the successful bidder for each series of Series 2021 Certificates will be required to assist the College in establishing the "issue price" of the

series of Series 2021 Certificates and complete, execute and deliver to the College prior to the Closing Date, a written certification in a form acceptable to the successful bidder, the College and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the series of Series 2021 Certificates: (1) the interest rate; (2) the reasonably expected initial offering price to the "public" (as said term is used in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the successful bidder has purchased the series of Series 2021 Certificates for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the series of Series 2021 Certificates for sale to the public. Any action to be taken or documentation to be received by the College pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the College.

(b) The College intends that the sale of each series of the Series 2021 Certificates pursuant to this Notice shall constitute a "competitive sale" as defined in the Regulation. In support thereof: (1) the College shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the College reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2021 Certificates; and (4) the College anticipates awarding the sale of each series of the Series 2021 Certificates to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled "Basis of Award."

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of a series of the Series 2021 Certificates as specified therein. The successful bidder shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its bid, the successful bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Series 2021 Certificates, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of a series of the Series 2021 Certificates.

(d) If all of the requirements of a "competitive sale" are not satisfied, the College shall advise the successful bidder of such fact at the time of award of the sale of a series of the Series 2021 Certificates to the successful bidder and the following provisions shall apply to the series of Series 2021 Certificates. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the series of Series 2021 Certificates, the successful bidder shall advise the College if a "substantial amount" (as defined in the Regulation (10%)) of any maturity of the series of Series 2021 Certificates has been sold to the public and the price at which such substantial amount was sold. The College will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The College will ***not*** require the successful bidder to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the successful bidder may elect such option. If the successful bidder exercises such option, the College will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the successful bidder does not exercise that option, it shall thereafter promptly provide the College the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the College notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Series 2021 Certificates after the Submittal Hour will not affect the purchase price for the Series 2021 Certificates submitted in the bid of the successful bidder.***

(e) This agreement by the successful bidder to provide such information will continue to apply after the Closing Time if: (a) the College requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the College pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Optional Prepayment. The Series 2021A Certificates are not subject to optional prepayment. The Series 2021B Certificates that evidence Principal Portions of Basic Rent payable to Certificate Owners on and after November 1, 202_, shall be subject to optional prepayment, as a whole or in part, on November 1, 202_, or any date thereafter, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2021 Certificates being prepaid plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the College to prepay or partially prepay Basic Rent Payments pursuant to the terms of the Lease. Notwithstanding the foregoing, if the College does not extend the Lease Term for the Extended Term under the Lease, and pays certain Basic Rent Payments on the final Basic Rent Payment Date, which Basic Rent Payments would have been due during the Extended Term, the Trustee may, without instruction from the College, apply such Basic Rent Payments to prepay Certificates as provided above. The Series 2021 Certificates shall be subject to optional prepayment prior to their respective stated maturities, on any date, as a whole, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented thereby plus the Interest Portion of Basic Rent accrued to the Prepayment Date, in the event of substantial damage to or destruction or condemnation (other than condemnation by the College) of, or loss of title to, substantially all of the Improvements or Equipment, or if, as a result of changes in the Constitution of the State or legislative or administrative action by the State or the United States, the Site Lease or the Lease becomes unenforceable and the College prepaids all Basic Rent Payments under the Lease.

Mandatory Prepayment. A bidder may elect to have all or a portion of a series of the Series 2021 Certificates that evidence Principal Portions of Basic Rent payable to Certificate Owners scheduled to be paid in consecutive years issued as term certificates (the "Term Certificates"), scheduled to be paid in the latest of said consecutive years and subject to mandatory prepayment requirements consistent with the schedule of serial payments set forth above, subject to the following conditions: not less than all Certificates to be paid in the same year shall be converted to Term Certificates with mandatory prepayment requirements and a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY®.

Delivery. The College will pay for printing the Series 2021 Certificates and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about August 3, 2021, to such bank or trust company in the contiguous United States of America as may be specified by the successful bidder, or elsewhere at the expense of the successful bidder.

Approval of Series 2021 Certificates. The Series 2021 Certificates will be sold subject to the legal opinion of GILMORE & BELL, P.C., Wichita, Kansas, Special Counsel, whose approving legal opinion as to the validity of the Lease and Series 2021 Certificates will be furnished and paid for by the College, printed on the Series 2021 Certificates and delivered to the successful bidder as and when the Series 2021 Certificates are delivered.

Additional Information. Additional information regarding the Series 2021 Certificates may be obtained from the College's Vice President of Finance, BOE 926, 901 S. Haverhill Road, El Dorado, Kansas 67042, Attn: Kent Williams, (316) 322-3103, kwilliams@butlercc.edu, or from the Financial Advisor, Ranson Financial Consultants, L.L.C., 200 W. Douglas, Suite 600, Wichita, Kansas 67202, Attention: John Haas (316) 264-3400, Fax No. (316) 265-5403 or bids@ransonfinancial.com.

DATED June 8, 2021.

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF
BUTLER COUNTY COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2021A
EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF
IN BASIC RENT PAYMENTS TO BE MADE BY THE COLLEGE PURSUANT TO A LEASE AGREEMENT

TO: John Haas, Ranson Financial Group, L.L.C.
on behalf of Butler County Community College

July 13, 2021

For \$1,180,000* principal amount of Refunding Certificates of Participation, Series 2021A, of Butler County Community College, Butler County, Kansas, to be dated August 3, 2021, as described in your Notice of Certificate Sale dated June 8, 2021, said Certificates to bear interest as follows:

<u>Payment Date</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Payment Date</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>
September 1, 2022	\$290,000	_____ %	September 1, 2024	\$300,000	_____ %
September 1, 2023	290,000	_____ %	September 1, 2025	300,000	_____ %

the undersigned will pay the par value of the Certificates, plus accrued interest to the date of delivery, less a total discount, plus a total premium in the amount set forth below.

Total interest cost to maturity at the rates specified \$ _____
Discount (if any) not to exceed 1.00% \$ _____
Premium (if any) (\$ _____)
Net interest cost (adjusted for Discount/Premium) \$ _____
True Interest Cost _____ %

☐ The Bidder elects to have the following Term Certificates:

<u>Payment Date</u>	<u>Years</u>	<u>Amount</u>
_____ to _____		\$ _____
_____ to _____		\$ _____

subject to mandatory prepayment requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in said Notice of Certificate Sale, and if the undersigned is the successful bidder, the undersigned will comply with all of the provisions contained in said Notice. The acceptance of this proposal by the College shall constitute a contract between the College and the successful bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission.

Submitted by: _____

[LIST ACCOUNT MEMBERS ON REVERSE]

By: _____
Telephone No. (____) _____

APPROVAL

Pursuant to action duly taken by the Board of Trustees of Butler County Community College, Butler County, Kansas, the above proposal is hereby accepted on July 13, 2021.

Attest:

Secretary of the Board

Chair

ACCEPTANCE AND CONFIRMATION:
("TRUSTEE")

By: _____
Name: _____
Title: Trust Officer

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed or facsimile bids may be filed with Ranson Financial Group, LLC, 200 W. Douglas, Suite 600, Wichita, Kansas 67202, (316) 264-3400; Fax No. (316) 265-5403, at or prior to 10:00 a.m., Central Time, on July 13, 2021. Any bid received after such time will be returned to the bidder.

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF
BUTLER COUNTY COMMUNITY COLLEGE, BUTLER COUNTY, KANSAS
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2021B
EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF
IN BASIC RENT PAYMENTS TO BE MADE BY THE COLLEGE PURSUANT TO A LEASE AGREEMENT

TO: John Haas, Ranson Financial Group, L.L.C.
on behalf of Butler County Community College

July 13, 2021

For \$3,345,000* principal amount of Refunding Certificates of Participation, Series 2021B, of Butler County Community College, Butler County, Kansas, to be dated August 3, 2021, as described in your Notice of Certificate Sale dated June 8, 2021, said Certificates to bear interest as follows:

<u>Payment Date</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Payment Date</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>
November 1, 2022	\$475,000	_____ %	November 1, 2026	\$480,000	_____ %
November 1, 2023	475,000	_____ %	November 1, 2027	480,000	_____ %
November 1, 2024	470,000	_____ %	November 1, 2028	485,000	_____ %
November 1, 2025	475,000	_____ %			

the undersigned will pay the par value of the Certificates, plus accrued interest to the date of delivery, less a total discount, plus a total premium in the amount set forth below.

Total interest cost to maturity at the rates specified \$ _____
Discount (if any) not to exceed 1.00% \$ _____
Premium (if any) (\$ _____)
Net interest cost (adjusted for Discount/Premium) \$ _____
True Interest Cost _____ %

☐ The Bidder elects to have the following Term Certificates:

<u>Payment Date</u>	<u>Years</u>	<u>Amount</u>
_____ to _____		\$ _____
_____ to _____		\$ _____

subject to mandatory prepayment requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in said Notice of Certificate Sale, and if the undersigned is the successful bidder, the undersigned will comply with all of the provisions contained in said Notice. The acceptance of this proposal by the College shall constitute a contract between the College and the successful bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission.

Submitted by: _____

[LIST ACCOUNT MEMBERS ON REVERSE]

By: _____
Telephone No. (____) _____

APPROVAL

Pursuant to action duly taken by the Board of Trustees of Butler County Community College, Butler County, Kansas, the above proposal is hereby accepted on July 13, 2021.

Attest:

Secretary of the Board

Chair

ACCEPTANCE AND CONFIRMATION:
("TRUSTEE")

By: _____
Name: _____
Title: Trust Officer

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed or facsimile bids may be filed with Ranson Financial Group, LLC, 200 W. Douglas, Suite 600, Wichita, Kansas 67202, (316) 264-3400; Fax No. (316) 265-5403, at or prior to 10:00 a.m., Central Time, on July 13, 2021. Any bid received after such time will be returned to the bidder.

Trustee Smith moved to approve Resolution 21-8 as presented to authorize Ranson Financial Group to offer refunding certificates for the Series 2013 and 2013B certificates of participation. Trustee Winslow seconded.

Kevin Cowen noted the market is good for the sale and timing is important related to federal finance laws dictating closing timelines.

Lora Jarvis called a roll call vote and the motion passed unanimously.

Approval of Health Insurance Self-Funding – In the Board of Trustee work session held on May 17, 2021 IMA provided a renewal overview for the upcoming plan dates of October 1, 2021- September 30, 2022. As a part of the renewal process Butler continues to focus on options for cost containment (long term) for the college, and affordable quality health care for the employees. The renewal to remain fully insured will result in a direct increase to premium cost of approximately 17.7% (\$926,938). The option for self-funding would result in a 1.5% (\$80,000) increase in overall premium when funded at expected claims cost, and includes administrative fees and stop loss insurance.

Reserve funding for up to three months of claims will need to be directed from a combination of funding sources including HEERF funding and operating budget to be placed in a designated account in the amount of \$1,500,000.

Trustee Law moved that the Board approve moving the Health Insurance Medical Plans from fully insured by the carrier to the self-funded option with Administrative Services Only (ASO) provided through Blue Cross/Blue Shield of Kansas. The reserves to be set at \$1.5M will cover three months of expected claim costs, provide for additional reserve should claim costs increase in the year, and provide for future premium protection in subsequent years. Trustee Smith seconded.

Trustee Winslow requested HR investigate competitive companies to administrate the insurance. Shelley Stultz said that IMA looked at the three providers in the area, United, Aetna and Blue Cross & Blue Shield. Aetna was not interested in giving a quote for self-insured or self-funded because of Butler's amount of risk. United Healthcare is a smaller market so while they were competitive they do not have as broad a network or administrative services like Blue Cross & Blue Shield.

Trustee Rhodes asked if the ASO typically coincided with whomever had the Stop Loss or if it could be separate. Shelley said it is bundled so everything is through Blue Cross & Blue Shield. If they decided not to bundle they could go to market for all of the separate components.

Lora Jarvis called a roll call vote and the motion passed unanimously.

Approval of Weapons Policy Revisions – Beginning July 1, 2017, the Personal and Family Protection Act (PFPA), K.S.A. 75-7c01 *et seq.*, allowed the carrying of concealed

handguns on Kansas community college campuses, including all buildings and public areas owned or leased by the College without adequate security measures, except in specific restricted access areas within buildings. By law, individuals who were 21 years of age or older and who are not prohibited or disqualified by law, could lawfully carry a concealed handgun. Open carry of firearms and possession of weapons other than concealed handguns was to be prohibited on all campuses.

College legal counsel, Ray Connell assisted in the development of the current policy that was discussed college-wide with students, faculty, staff, administrators, and Board members in more than 25 different meetings prior to the policy being approved by the Board in April 2017. Since 2017, Butler has not had any gun related issues on the different campus locations or in the residence halls.

Prior to the end of the current legislative session, HB 2058 was passed allowing persons 18 and older, if trained, licensed and passed a background check, to conceal and carry. The Governor vetoed and signed the bill on April 23, 2021 citing concerns it will allow more guns on college campuses and will potentially drive students away from colleges and universities, but the veto was overridden on May 3rd.

College legal counsel, Ray Connell, has reviewed the newest legislation and has updated Butler's original policy to include the new statutory language. The new law goes into effect July 1, 2021.

While the Student Code of Conduct and Employee Disciplinary Procedures are still being reviewed related to the weapons policy, the updated policy was presented below with strikethroughs for eliminating language and added language highlighted in yellow.

Weapons Policy

A. Purpose:

The purpose of this Policy Statement is to adopt and implement the Board of Trustee's Policy on weapons possession and to direct the creation and implementation of campus specific procedures at Butler Community College campuses.

B. Applies to:

All faculty, staff, students, visitors of the Butler Community College.

C. Campuses:

901 South Haverhill Road, El Dorado, Kansas
2600 West 6th Street, El Dorado, Kansas
701 East Main, Hill Building, Marion, Kansas
715 East 13th Street, Andover, Kansas
~~1810 North Andover Road, Andover, Kansas~~

110 East 21st Street, Andover, Kansas
131 West Main, Council Grove, Kansas
53474 Lawrence Court Building #412, McConnell AFB, Wichita, Kansas
712 South Rose Hill Road, Rose Hill, Kansas
2626 South Rock Road, Suite 116, Wichita, Kansas
6655 East Zimmerly, Wichita, Kansas 67207

D. Policy Statement:

As required by Kansas Law, Personal and Family Protection Act (PFPA), K.S.A. 75-7c01 *et seq.*, Concealed Carry of Handgun shall be permitted on Community College Campuses, including all buildings and public areas owned or leased by College without adequate security measures, except in specific restricted access areas within buildings. Open carry of firearms and possessions of weapons¹ other than concealed handguns² shall be prohibited on all campuses. Nothing in this Policy shall read to prohibit College Public Safety Officers or other Law Enforcement Officers as defined by K.S.A. 75-7c22 from carrying weapons. The College campuses shall develop specific procedures for safe possession, use and storage of such weapons.

High School campuses: Andover, Rose Hill, Council Grove, and Marion are specifically and expressly exempt from this Policy.

Federal Facility: McConnell Air Force Base is also exempt from this policy.

~~“Educare” on El Dorado campus and the enclosed/fenced playground area surrounding Educare is specifically and expressly exempt from this Policy.~~

¹ “Weapon” means a weapon described in K.S.A. 21-6301, as further defined under K.S.A. 75-7c20; however, for purposes of this Policy included knives more than 4 inches in length.

² “Handgun” is defined as a “firearm”, pursuant to K.S.A. 75-7c02, with cross-reference to K.S.A. 75-7b01.

Specifically, under K.S.A. 75-7b01, it is (1) a pistol or revolver which is designed to be fired by the use of a single hand and which is designed to fire or capable of firing fixed cartridge ammunition; or (2) any other weapon which will or is designed to expel a projectile by the action of an explosive and which is designed to be fired by the use of a single hand.

In accordance with the Kansas Personal and Family Protection Act, K.S.A. 75-7c01 *et seq.*, as amended (the “Act”) and other applicable federal/state laws, it is permissible and will not be a violation of this Policy for the:

- i) carrying of one concealed Handgun² on Campus by legally qualified individuals, pursuant to Kansas law, and also in accordance with the Concealed Carry Restrictions set forth below,
- ii) lawful carrying of a concealed Handgun by an employee performing College duties at an off-Campus Activity, when in accordance with applicable laws/policies for such location,
- iii) lawful possession of a Handgun within a personal/non-College vehicle,

iv) lawful possession of Weapons:

- a. by Department or other law enforcement officers while acting within the scope of their employment, by authorized armored car personnel, or by others authorized in writing by the Butler College Head of Security or designee, or
- b. as necessary for the conduct of College approved programs.

E. Concealed Carry:

Beginning July 1, 2017 **2021**, any individual who is **eighteen (18) to** twenty-one (21) years of age, **with a provisional concealed carry license** or **those twenty-one (21) years of age and** older and who is not prohibited or disqualified by law and who is lawfully eligible to carry one concealed handgun in Kansas shall not be precluded from doing so on Butler campuses, including all facilities owned or leased by Butler Community College, except (1) in buildings and public areas of buildings for which “Adequate Security Measures” (ASMs) are provided, (2) high school campus ~~or Educare~~, or (3) in a specified restricted access area of a building. Within such restricted access areas, concealed carry will be banned. Individuals who are not employees of the College may be authorized access through a restricted access entrance only pursuant to a College screening process that is compliant with the provisions of the PFFA. The College may temporarily designate specific locations as prohibiting concealed handguns and use temporarily.

F. Concealed Carry Required Safety Measures:

Each individual who lawfully possesses a Handgun on Campus shall be wholly and solely responsible for carrying, storing and using that Handgun in a safe manner and in accordance with the law and this Policy. Individuals who carry a Handgun on Campus must carry it concealed on or about their person at all times. “Concealed” means completely hidden from view and does not reveal the Handgun in any way, shape or form. “About” the person means that an individual may carry a Handgun if it can be carried securely in a suitable carrier, such as a backpack, purse, handbag or other personal carrier designed and intended for the carrying of an individual’s personal items. Moreover, the carrier must at all times remain within the exclusive and uninterrupted control of the individual. This includes wearing the carrier with one or more straps consistent with the carrier’s design, carrying or holding the carrier or setting the carrier next to or within the immediate reach/control of the individual. It shall be a violation of this Policy to openly display any possessed Handgun while on Campus. Handguns with an external safety must be carried with safety in “on” position.

G. Legal Restrictions Pursuant to Federal and State Restrictions on Firearms:

The following state and federal laws apply to possession and use of firearms, including the carry of concealed handguns.

- Kansas law states that the only type of firearm that an individual can carry while concealed is a handgun (K.S.A. 21-6301 et. seq.);
- An individual in possession of a concealed handgun must be at least **18 years of age up to twenty-one (21) with a provisional concealed carry license, or twenty-one (21) and older** ~~21 years of age~~ (K.S.A. 21-6302(a)(4)); **as amended**);

- A firearm cannot be carried by an individual under the influence of alcohol or drugs, or both, to such a degree as to render the individual incapable of safely operating the firearm (K.S.A. 21-6332);
- A firearm cannot be carried by an individual who is an unlawful user of and addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act, codified at 21 U.S.C. § 802) (K.S.A. 21-6301(a)(10));
- A firearm cannot be carried by an individual who is or has been a mentally ill person subject or has been subjected to involuntary commitment (K.S.A. 21-6301(a)(13));
- A firearm cannot be carried by an individual with an alcohol or substance abuse problem subject to involuntary commitment (K.S.A. 21-6301(a)(13));
- A firearm cannot be carried by an individual who has been convicted of a felony crime (K.S.A. 21-6304(a)) or convicted in any court of a crime punishable by imprisonment for a term exceeding one year (18 U.S.C. 922(g)(1)) (parole and conditions of probation apply);
- Automatic firearms and sawed off shotguns cannot be carried (K.S.A. 21-6301(a)(5));
- A cartridge which can be fired by a handgun and which has as plastic-coated bullet with a core of less than 60% lead by weight is illegal (K.S.A. 21-6301(a)(6));
- Suppressors and silencers cannot be used with a firearm (K.S.A. 21-6301(a)(4));
- Firearms cannot be fired in the corporate limits of a city or at a dwelling, or at a structure or vehicle in which people are present, except in self-defense (K.S.A. 21-6308a and K.S.A. 21-6308(a)(1)(A));
- A firearm cannot be carried by a person who is a fugitive from justice (18 U.S.C. § 922(g)(2));
- A firearm cannot be carried by an individual who is an illegal alien (18 U.S.C. § 922(g)(5)(A));
- A firearm cannot be carried by an individual who has been discharged from the Armed Forces under dishonorable conditions (18 U.S.C. § 922(g)(6));
- A firearm cannot be carried by an individual who has renounced his or her United States citizenship (18 U.S.C. § 922(g)(7));
- A firearm cannot be carried by an individual who is subject to a court order restraining the person from harassing, stalking, or threatening an intimate partner or child of the intimate partner (18 U.S.C. § 922(g)(8)); and
- A firearm cannot be carried by an individual who has been convicted of a misdemeanor crime of domestic violence (18 U.S.C. § 922(g)(9)).

H. Location Restrictions:

Certain campus buildings and/or public use areas within campus buildings can be permanently or temporarily designated to prohibit concealed handguns except as noted above in Section D. There are no campus buildings or public areas that have been permanently designated to prohibit concealed handguns with ASMs in place. If a specific location on a Butler campus is to be temporarily designated as prohibiting the carrying of a concealed handgun and the temporary use of ASMs as defined and required by law will be utilized, appropriate notice would be given for this temporary designation.

Campus locations leased by Butler Community College or used for Off-Campus Activity, and owned by an entity that may lawfully exclude or permit firearms at their premises (concealed or otherwise), may choose at their sole discretion to exclude or permit Handguns from their premises, notwithstanding a lease or use arrangement with Butler Community College. This Policy shall honor landlord restrictions.

I. Additional Safety Measures:

Butler Community College and its employees, staff, administration and trustees who do not provide adequate security measures in College buildings and by this Policy allows the carrying of a concealed handgun as authorized by the Personal and Family Protection Act (K.S.A. 75-7c01 *et seq.*) shall not be liable for any wrongful act or omission relating to actions of persons carrying a concealed handgun concerning acts or omissions regarding such handguns (K.S.A. 75-7c20(f)).

Nothing in this Policy shall be interpreted to require individuals who lawfully possess a handgun to use it in defense of others.

No person shall use the fact or possibility that he or she is carrying a concealed weapon with the intent to intimidate another person except in defense of self or others.

The implementing procedures of the Butler Community College campuses shall include detailed provisions regarding how and where to report suspected violations of this Policy, how faculty, staff and students shall be notified of the laws and Policies pertaining to concealed carry on campus, and shall also provide interested students, faculty and staff with information about any known locally or regionally available firearm safety instruction.

J. Storage:

Handgun storage is not provided by Butler Community College. Individuals may store a Handgun in the individual's vehicle when the vehicle is locked and the Handgun is secured in a location within the vehicle that is not visible from outside the vehicle; Handgun storage by any other means is prohibited, except in locked secure box in resident's dorm room. Specifically, it is prohibited for any individual to store a Handgun: i) in a vehicle that is unlocked or when the Handgun is visible from outside the vehicle, ii) in an individual's office, unless in locked secure box, iii) in an unattended backpack/carrier, iv) in any type of locker or v) in any other location and under any circumstances except as specifically permitted by this Policy and by state and federal law.

A voluntary registration opportunity with the Department of Public Safety shall be available, so in the event the weapons are stolen, the serial numbers are in a national database.

K. Training:

Even the lawful carrying of a concealed Handgun has its own risks. Any report of Weapons on a Butler Community College Campus will be addressed by Butler Community College Public Safety and/or local police departments in coordination with Butler Community College Public Safety. The lawful carrying of a concealed Handgun should not create concerns on Campus; however, anything other than the lawful carrying of a concealed Handgun has the potential to create confusion and additional risk during police responses.

L. Enforcement:

Any individual (student or employee) violating this Policy or accidentally or irresponsibly discharging a weapon will be subject to appropriate disciplinary action, including but not limited to suspension/expulsion, termination of employment, immediate removal/trespass from the premises and/or arrest. Enforcement of this Policy will be administered by Butler Community College Public Safety or College Administration. The Student Code of Conduct and Employee and Professional Employee disciplinary processes will be utilized to address violations. Those residing on campus shall honor these Policy provisions plus any and all conditions of housing written agreement.

These Policies may be modified by action of the Board of Trustees.

M. Reporting:

1. Suspected violations of this Policy should be reported to Butler Community College Security Department:

- Call: 911

Alternatively, suspected violations can be reported by:

- Walk-in: Public Safety Office – West Hall
Public Safety Office – 5000 Building
- Text via: El Dorado 316-321-7657
Andover 316-218-6112

2. Emergency reports concerning threats or violence on campus:

- Call: 911

N. Definitions:

The term “**weapons**” includes, but it not limited to:

- (1) Any object or device which will, is designed to, or may be readily converted to expel bullet, shot or shell by the action of an explosive or other propellant;
- (2) Any handgun, pistol, revolver, rifle, shotgun or other firearm of any nature, including those that are concealed or openly carried;

- (3) All BB guns, pellet guns, air/CO₂ guns, or any device, such as a Taser, which is designed to discharge electric darts or other similar projectiles; however, a personal self-defense stun gun that does not fit within the preceding definition shall not be considered a weapon for the purposes of this policy;
- (4) Any explosive, incendiary or poison gas (A) bomb, (B) mine, (C) grenade, (D) rocket having a propellant charge of more than four ounces, or (E) missile having an explosive or incendiary charge of more than ¼ ounce;
- (5) Any incendiary or explosive material, liquid, solid or mixture equipped with a fuse, wick or other detonating device;
- (6) Any tear gas bomb or smoke bomb; however, personal self-defense items containing mace or pepper spray shall not be deemed to be a weapon for the purposes of this policy;
- (7) Any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement;
- (8) Any straight-blade knife of four inches or more such as a dagger, dirk, dangerous knife or stiletto; except that an ordinary pocket knife or culinary knife designed for and use solely in the preparation or service of food shall not be construed to be a weapon for the purposes of this policy;
- (9) Any martial arts weapon such as nunchucks or throwing stars;
- (10) Any longbow, crossbow and arrows or other projectile that could cause serious harm to any person; or
- (11) Any other dangerous or deadly weapon or instrument of like character.

The term **“handgun”** means:

- (1) A pistol or revolver which is designed to be fired by the use of a single hand and which is designed to fire or capable of firing fixed cartridge ammunition; or
- (2) Any other weapon which will or is designed to expel a projectile by the action of an explosive and which is designed to be fired by the use of a single hand.

The term **“firearm”** includes any handgun, rifle, shotgun, and any other weapon which will or is designed to expel a projectile by the action of an explosive.

The term **“adequate security measures”** means the use of electronic equipment and armed personnel at public entrances to detect and restrict the carrying of any weapons into a College building or public area of a College building, including but not limited to, metal detectors, metal detector wands or any other equipment used for similar purposes to ensure that weapons are not permitted to be carried into such building or public area of the building by members of the public.

The term **“building”** means a College building owned or leased.

The term **“campus”** means any building or grounds owned or leased by Butler Community College for College use.

The term **“restricted access entrance”** means a restricted access entrance to a building or area of a building that requires a key, keycard, code or similar device to allow entry to authorized personnel through the restricted access entrance.

The term **“open carry”** means carrying a firearm visible to others.

The term **“public area”** means any portion of the College building that is open to and accessible by the public or which is otherwise designated as a public area.

The term **“secured area”** shall mean those areas of the College Security facilities that are not open or accessible to the public without approval or escort from College Security departmental personnel.

Adopted: 4/12/2017

Revised: 5/2021

Trustee Law moved to approve the policy as presented. Trustee Rhodes seconded. Trustee Smith asked to strike the very bottom of page 56 regarding silencers because they are now legal in Kansas. Dr. Krull said that she would have Ray Connell review it.

Lora Jarvis called a roll call vote and the motion passed unanimously.

Approval of Diesel Tech Program – At the request of Board of Trustees at Butler Community College, a request to launch the Diesel Technology program in the fall 2021 semester is being resubmitted. The Technical Education Authority Curriculum Committee approved the new program request on May 13, 2021 with no questions asked or objections from other programs within the state. In addition, Rita Johnson, Chair of the TEA Curriculum Committee, thanked Butler for stepping in to provide this much needed program in South Central Kansas and congratulated the college on the industry support garnered to date. Butler Community College staff and administration have continued to meet with the diesel industry representatives through the established advisory committee. These conversations continue to recognize demand for diesel mechanics within the Southcentral Kansas region.

The updated Diesel Technology AAS degree packet that is anticipated to be approved at the May 27th, Technical Education Authority monthly meeting. From there, it will move on to the Kansas Board of Regents at the June 16th KBOR meeting. This proposal meets the educational needs of the local diesel industry. Companies included in the conversations include, but are not limited to, Dustrol, Jet's Diesel, Murphy Tractor and Equipment, Satchell Creek Express, Foley Tractor Company, Freightliner Truck Center Companies – Wichita, and Wildcat Construction. The program curriculum focuses on meeting regional demand for diesel mechanics. The closest Diesel

Technology programs within the region are Salina Area Technical College and Pratt Community College.

Trustee Winslow asked how much interest had been expressed for the program. Lori Winningham indicated no recruiting had been done yet as Board approval was needed first. Trustee Smith moved to approve the program as presented. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Acceptance of KBOR Year One Performance Report – Esam Mohmmad and Lori Winningham presented Year One (AY 2020) for the Performance Agreement Bridge Period between the Kansas Board of Regents and Butler Community College as seen below.

Butler Community College Performance Report AY 2020						AY 2020 FTE: 5,071 Date: 3/4/2021	
Contact Person: Lori Winningham	Foresight Goal	3 yr. History	Reporting AY 2020 (SU19, FA19, SP20)		Reporting AY 2021 (SU20, FA20, SP21)		
Phone: 316-322-3110 email: lwinning@butlercc.edu			Institution Result	Baseline Comparison	Institution Result	Baseline Comparison	
1 Number of certificates and degrees awarded annually	1 <i>KBOR Data</i>	AY 2013: 1,453 AY 2014: 1,492 AY 2015: 1,445 Baseline: 1,463	1,446	↓			
2 First to second year retention of college-ready cohort (fall-to-fall retention of first-time, full-time, degree-seeking students)	1 <i>KBOR Data</i>	Fall 2012 Cohort: 464/731 = 63.5% Fall 2013 Cohort: 450/732= 61.5% Fall 2014 Cohort: 530/852 = 62.2% Baseline: 1,444/2,315 = 62.4%	65.3% (496/759)	↑			
3 Award of third party technical credentials	2	AY 2014: 973 AY 2015: 973 AY 2016: 1,091 Baseline: 1,012	832	↓			
4 Percentage of Accelerated Learning Program (ALP) students who pass co-requisite developmental English and college composition courses in the same term	1	AY 2014: 41/63 = 65.1% (spring only) AY 2015: 77/114 = 67.5% AY 2016: 137/227 = 60.4% Baseline: 255/404 = 63.1%	49.44% (133/269)	↑			
5 Increase in number of STEM technical certificates and degrees	2	AY 2014: 323 AY 2015: 291 AY 2016: 292 Baseline: 302	276	↓			
6 Directional Improvement in College Algebra Pass Rates	1	AY 2014: 1,248/1,856 = 67.2% AY 2015: 1,092/1,717 = 63.6% AY 2016: 1,174/1,815 = 64.7% Baseline: 3,514/5,388 = 65.2%	75.58% (1764/2334)	↑			

Butler Community College Performance Report AY 2020

Indicator 1: Number of certificates and degrees awarded annually

Description: Using the Kansas Higher Education Data System, Butler will report the number of certificates\degrees awarded each academic year. Our Student Success strategic priority is the center of our strategic plan, as reflected in the goal to ensure "Students Finish What They Start." Butler has started several initiatives aimed at improving effective teaching and student engagement. Over the next three years the college will maintain that work while putting greater emphasis on setting and achieving retention goals at the course and program levels. This work will contribute to an overall increase in credentials.

Result:

Butler's AY 2020 output of degrees and certificates was 1446 which is 99 % of the baseline of 1463. We are proud to have achieved this in the context of the dual headwinds of declining enrollments and a public health pandemic that continues to have deleterious effects on the operations of higher education institutions and society at large.

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

Description: This indicator tracks the first to second year retention rates for first-time, full-time, degree-seeking students who return to enroll in the fall term of the subsequent year. Butler has developed a more effective, strategic approach to enrollment management. We have the capacity to set and meet short-range enrollment goals and have learned more about what causes student turnover. Implemented retention goals at the course/program level to address specific student needs. This work will contribute to an increase in retention of college-ready students.

Result:

Butler Community College is proud of continuing and improving its efforts, as part of its Guided Pathways approach, to increase the retention of students from first to second semesters and to see them eventually matriculate with the credentials they need. Continuous investment in strategic positioning, hands on advising, reformatted developmental-to-college math sequencing, and Business Intelligence availability at the departmental and advising levels in contributing to our success in this endeavor

Indicator 3: Award of third party technical credentials

Description: Program faculty facilitate necessary testing and implement a systematic process to track credential attainment. Butler tracks credentials awarded to students in multiple discipline areas including Nursing (LPN Certificate of Completion and national licensure; RN NCLEX certification, IV Therapy Certification), Allied Health (EMT and Advanced EMT certificates, Certified Nurse Assistant and Certified Medical Aide; Home Health Aide), Fire Science (Firefighter 1 and 2 certifications, Hazmat certifications),

Automotive Technology (NATEF certificates) Welding (American Society of Welding), Networking Technology (CompTIA A+, Microsoft, TestOut, and other industry credentials), and Culinary Arts (Serve Safe certificate).

Result:

Unfortunately, in AY 2020 Butler fell short of its ambitious baseline. In addition to the stagnant enrollment numbers that have an organic impact on any raw number outcomes, the public health emergency had a direct effect on this indicator as several testing/credentialing services canceled assessments in the Spring of 2020 and did not reschedule; for example we had no credentials from our Auto Tech program—instead of the approximately 100 that are awarded to our students each year—as a result of cancelled assessments. We look forward to working with stakeholders to address this issue going forward.

Indicator 4: Percentage of Accelerated Learning Program (ALP) students who pass co-requisite developmental English and college composition courses in the same term

Description: ALP allows developmental English students to enroll in EG060 (developmental) and EG101 (college composition) as co-requisites in the same term. ALP decreases the attrition between the two courses in the traditional sequence and increases the number of students who pass EG101 with a C or better. Success is computed by dividing the total number of students who persist to the end of the term and receive a C or better in EG060/101 ALP courses by the total number of students who receive an A, B, C, D, F, or withdraw at the end of the term. The success rate is then compared to a historical pre-ALP baseline success rate of 39% for the same level of students.

Result:

Butler is proud of its continuing achievement in utilizing innovative methodologies to help learners navigate foundational English composition and thus position them for future success.

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

Description: Butler will help students develop applied STEM skills which prepare them to obtain employment in occupations critical in the south-central Kansas economy. This indicator focuses on several core job clusters including Engineering, Information Technology and Healthcare. The college established early college academies for high school students interested in Engineering, Healthcare, Information Technology, and Welding. The programs included in this indicator are Cyber Security, Database Administration, Engineering Technology, Software Development, Interactive Design & 3D, Digital Media, Web Development, Nursing and EMT. (The corresponding program codes are: CEDA, COIS, CPRG, ENGT, ENTC, IADF, IN3D, INTW, MULT, WEDV, EMT and NUR or any codes that may replace these in the program inventory.)

Result:

We barely missed the baseline again, coming closer than 91 % in meeting it. This was largely due to the continuing trend of stagnant enrollment and the additional effects of the public health emergency that directly affected learning and teaching during Spring of 2020. Nonetheless we are proud of our continuing and successful efforts at preparing STEM ready graduates for the workforce. With an even greater focus on aligning outcomes of such programs with industry. It is important to note that during the AY 2020, an additional 82 Associate of Science (A.S.) were also awarded by Butler with concentrations in closely related fields like Physics, Pre-Medicine, Pre-Healthcare, Agriculture, Mathematics, Biological Sciences, Chemistry, and Pre-Veterinary, signifying the institution's robust commitment to narrow the STEM skills gap in the state.

Indicator 6: Directional Improvement in College Algebra Pass Rates

Description: Successful completion of College Algebra is the most important leading, predictive indicator for completing a college credential. Students who don't pass College Algebra often leave school in their first year. Butler has initiated a redesign of its math curriculum. The project divided four courses (lowest developmental course through College Algebra) into one-credit modules. These modules allow students to develop the skills they need to pass College Algebra. The intent of the new curriculum is to lessen the time students need to complete developmental content while improving the successful completion of College Algebra. The success rate is calculated by dividing the number of College Algebra students who persist to the end of the term and receive a grade of C or better (the numerator) by the number of students who receive an A, B, C, D, F grade or withdraw from the course at the end of the term (the denominator).

Result:

The modular sequencing of developmental mathematics and College Algebra has had a direct impact on our continuing success in this area which we are proud to build upon further in the coming years so that college is more affordable and completion more attainable for the diverse communities of students we serve.

Trustee Law moved the Board accepts Year One (AY 2020) report for the Performance Agreement Bridge Period between the Kansas Board of Regents and Butler Community College, and approves its transmission to the staff of the Kansas Board of Regents no later than July 15, 2021. Trustee Good seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Acceptance of Retirement of Shannon Lincicome – Shannon Lincicome, Bookstore Supervisor, BOA, has submitted her notice of resignation (retirement) effective June 30, 2021. Shannon has been an employee of Butler Community College for 18 years. Trustee Rhodes moved to accept the resignation of Shannon Lincicome. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Acceptance of Retirement of Debra McAdam – Debra McAdam, Registered Nurse, has submitted her notice of resignation (retirement) effective June 30, 2021. Shannon has been an employee of Butler Community College for 13 years. Trustee Law moved to accept the resignation of Debra McAdam. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Acceptance of Retirement of Deborah O'Bryan – Deborah O'Bryan, Administrative Assistant for the Dean of Online, High School & Community Learning, has submitted her notice of resignation (retirement) effective June 30, 2021. Shannon has been an employee of Butler Community College for 22 years. Trustee Law moved to accept the resignation of Deborah O'Bryan. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

Ratification of Agreement with WSU and Social Work Program – Butler Community College may enter into an agreement with Wichita State University and their Social Work program to have an identified individual work with Butler Athletic Academic Services in a Field Experience opportunity. This agreement will allow a Social Work student from WSU to provide tutoring, track academic progress of our student-athletes, and provide additional support for their academic success.

Having an additional individual working within the Athletic Academic Services office will provide additional support for our student-athletes at no cost to the College. The individual in this role receives actual field experience in their area of concentration, thus supporting their educational goals. Our Director of Athletic Academic Services will serve as the mentor for this student providing them with supervision and direction to ensure they have a quality experience while supporting our student-athletes with their academic endeavors. The Director of Athletic Academic Services will be in communication with the supervising faculty member from Wichita State University in providing feedback on this experience.

Trustee Smith asked if the college had any costs associated with this agreement. Bill Rinkenbaugh explained there would be no additional costs. WSU will send a graduate student over to serve as an intern and Matt Trosper will act as the supervisor. Trustee

Rhodes asked if this is something that would be renewed again or if it was a one-time event. Bill indicated it could be renewed.

Trustee Smith moved to approve the Non-Clinical Affiliation Agreement with Wichita State University to enable us to serve as a Field Experience location for the Social Work program. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

CONSENT AGENDA

Trustee Law moved to approve the Consent Agenda as presented. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously. Items included in the consent agenda include:

- Minutes of Regular Board meeting of May 11, 2021
- Approval of Bills and Warrants for May 2021 in the amount of \$4,201,404.29 (includes Expenditure Approval List - \$1,335,303.63 and Payroll - \$2,866,100.66)
- Payment of Claims Resolution
- Adoption of Hazard Mitigation Plan
- Approval of SOW with Pleasant Tents in the amount of \$40,162.92
- Approval of Oracle Annual Renewal in the amount of \$265,858.05
- Approval of VMWare Support in the amount of \$40,537.02
- Ratification of Rose Hill Facility Agreement
- Ratification of MOU with Western Oklahoma Electrical JATC
- Approval of John Hendley as full-time Mathematics instructor at an annual salary of \$49,810 plus full benefits
- Approval of Jennifer Sutter as full-time Chemistry instructor at an annual salary of \$47,210 plus full benefits
- Approval of contract renewal with Dennis Higgins as Radio Broadcaster

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Esam Mohammad

Statement of Revenue & Expenditures – Submitted by Kim Sherwood

Thank You Notes – The Family of Joyce Linscott

Board Calendars

BOARD OF TRUSTEES CALENDAR OF ACTIVITIES JUNE – JULY

June Board Finance Committee	Tuesday, June 8, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
June Board Meeting	Tuesday, June 8, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

July Board Finance Committee	Tuesday, July 13, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
July Board Meeting	Tuesday, July 13, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

2020-2021 Board Meeting Dates

Tuesday, June 8, 2021

Tuesday, July 13, 2021

LOOKING AHEAD

August Board Finance Committee	Tuesday, August 10, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
August Board Meeting	Tuesday, August 10, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
September Board Finance Committee	Tuesday, September 14, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
September Board Meeting	Tuesday, September 14, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Spring 2021 ACTIVITY CALENDAR

July 4 Observance – Offices Closed	Mon, July 5
Summer Semester Ends	Fri, July 30

EXECUTIVE SESSION

Trustee Rhodes moved that the Board recess into executive session to discuss confidential employee matters, pursuant to the open meetings exception for personnel matters of non-elected personnel which if discussed in open meeting might violate their right to privacy for a length of 45 minutes, to include the Board and President Kim Krull. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously.

The Board entered Executive Session at 7:27 p.m.

The Board returned to open session at 8:12 p.m.

Trustee Law moved to reenter Executive Session for an additional 45 minutes. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously with Trustee Good abstaining from the vote.

The Board re-entered Executive Session at 8:15 p.m.

The Board returned to open session at 8:50 p.m.

ADJOURNMENT

Trustee Law moved to adjourn the meeting. Trustee Smith seconded. Lora Jarvis called a roll call vote and the motion passed unanimously. The regular meeting of June 8, 2021 was adjourned at 8:54 p.m.

Forrest Rhodes – Secretary

Offender Workforce Development

Advocating for Fair Chance Initiatives



- Currently offering Associate's Degrees
- Consortium
 - Provide correctional higher education
 - Of 10 schools, Butler was not awarded the 2nd Chance Pell
 - KDOC's vision to build a "system" within Corrections
- Individuals releasing to our communities with low education and low skill



- 17-20 self pay students in spring 2021
- KDOC purchased TVs so classes can be presented via Zoom
- First graduate in May 2021

Opportunities

- Becoming Pell-Eligible
- Increase technical offerings (research only)
- New Warden dedicated to workforce development and collaboration
- Receive donated equipment
- Have a dedicated training space



Advisory Board



Terry Gosh, Fair Chance Coordinator, Workforce Centers of SC KS

Tara LaForce, Workforce Specialist, Workforce Centers of SC KS

Corey Brock, Job Specialist II, Kansas Department of Corrections

Kathie Harris, Consultant & Offender Employment and Retention Specialist



- Strategic Community Impact
- Expand Programming
- Forge Industry and Community Partner Relationships
 - SHRM & HR Managers
- Remove Barriers to Re-Entry





**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING
4:00 p.m., June 28, 2021 – Dankert Board Room**

Meeting Recording can be viewed at <https://youtu.be/-H4DGPLvSZ8>

STAFF ATTENDANCE

Lora Jarvis	Matt Jacobs
Kim Krull	Jessica Ohman
Tom Borrego	Kelly Snedden
Bill Young	Kent Williams
Lori Winningham	Shelley Stultz
Terry Sader (Z)	

BOARD ATTENDANCE

Mary Martha Good
Jim Howell (Z)
Doug Law
Lance Lechtenberg
Forrest Rhodes
Shelby Smith
Julie Winslow (Arrived late)

GUESTS

None

CALL TO ORDER

Chair Lechtenberg called the regular monthly meeting of the Board of Trustees to order at 4:01 p.m.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

Trustee Rhodes moved to approve the agenda as presented. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously with six Trustees present.

EXECUTIVE SESSION

Trustee Good moved that Board recess into executive session to discuss the Negotiated Agreement pursuant to the open meetings exception for matters related to employer-employee negotiations to include the Board, President Kim Krull, Kent Williams, Bill Rinkenbaugh, Shelley Stultz, and Lori Winningham. The open meeting will resume in the Dankert Board Room in 30 minutes. Trustee Law seconded. Lora Jarvis called a roll call vote and the motion passed unanimously with six Trustees present.

The Board entered executive session at 4:03 p.m.

The Board returned to open session at 4:33 p.m.

ADJOURNMENT

Trustee Law moved to adjourn the meeting. Trustee Winslow seconded. Lora Jarvis called a roll call vote and the motion passed unanimously. The special meeting of June 28, 2021 was adjourned at 4:36 p.m.

Forrest Rhodes – Secretary

BILLS AND WARRENTS

TOPIC for ACTION

Bills and Warrants

REPORT:

Bills and Warrants for June 2021 - \$4,843,943.38 (includes Expenditure Approval List - \$2,799,680.13 and Payroll - \$2,044,263.25).

RECOMMENDED ACTION:

Approval of June 2021 bills and warrants.

RECOMMENDED FUNDING SOURCE:

Submitted by:

Sariah Wilson

Supervisor:

Yolanda Hackler

Date:

July 1, 2021

OFFICIAL APPOINTMENTS AND DESIGNATIONS FOR 2021-2022

TOPIC for ACTION
Affirmation of Legal Service Provider

REPORT:

The College has a long-standing relationship with Connell and Connell as the designated legal firm. The administration has been well pleased with the service and advice received.

RECOMMENDED ACTION:

Approve the firm of Connell and Connell as the designated legal counsel for the college.

RECOMMENDED FUNDING SOURCE:

General Fund

Submitted by: Kim Krull
Supervisor:
Date: July 13, 2021

TOPIC for ACTION
Designated Newspaper for Publication of Notices

REPORT:

The Butler County Times-Gazette is the official publication of college notices.

RECOMMENDED ACTION:

The Administration recommends that the Board designate the Butler County Times-Gazette as the newspaper to be used for the official publication of college notices.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by: Kim Krull
Supervisor:
Date: July 13, 2021

TOPIC for ACTION
Designation of Depository Accounts

REPORT:

The College will be maintaining the following bank accounts during fiscal year 2021-2022.

Commerce Bank El Dorado

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

Freedom 1st Federal Credit Union

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

Andover State Bank

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

Emprise Bank - Council Grove

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

The Central Bank

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

American State Bank

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

RECOMMENDED ACTION:

The accounts listed above will be maintained during fiscal year 2021-2022. It is recommended the Board pass a motion to approve these accounts.

RECOMMENDED FUNDING SOURCE:

Operating budget of College.

Submitted by:	Kim Sherwood
Supervisor:	Kent Williams
Date:	June 28, 2021

BIDS AND PURCHASES

TOPIC for ACTION Microsoft TEAMS Suite

REPORT:

Over the past year, a worldwide event has altered the way business, communication, and even teaching is conducted. This shift has laid the foundation for new innovations and ways to communicate inside and outside the physical presence of a school or business. Butler utilizes several platforms to communicate with students, faculty, staff, and stakeholders, some of which have become aged, more challenging to use, and plagued with continual increases of administrative overhead. Butler's current communication platform and phone system, Cisco Call Manager and associated systems, are currently in need of a significant upgrade or replacement.

In order to best address Butler's current communication needs and to best position the institution to meet future needs, Information Services is recommending a wholesale switch to a Microsoft 365 solution. The Microsoft 365 suite can help bridge the gap between student, faculty, and staff communication with Microsoft Teams Calling. In addition, the Microsoft 365 suite offers an array of applications such as remote imaging and management of computers, scheduling application, and a full email and computer security and compliance suite.

Microsoft 365 Teams calling will give the student the ability to download the Teams app on their computer or their mobile device. Students will be able to call their instructor from the Teams app and leave a voicemail if the instructor is not available. The instructor will receive an email notifying them there is a voicemail. The instructor can also call the student back from the Teams app. The Teams app is also a collaboration tool, for group chats and sharing files, creating a perfect collaborative environment for a class project. In addition, employees will be able to receive calls to their Teams app from on/off campus without having to rely on VPN, which can cause latency and bad audio quality. Microsoft Teams will make the transition to remote instruction and work smoother in the event of another pandemic. In addition, the implementation of Microsoft Teams calling will eliminate phone bills at remote sites, which will save roughly \$1,000.00/month.

The Microsoft 365 suite offers a scheduling app utilized today by some Butler departments. Bookings offers the ability to schedule an appointment with an individual, such as a trainer, advisor, instructor, or a tutor. In Butler's current environment, Bookings is an additional cost. With the new Teams licensing, Bookings is included.

The Microsoft 365 applications can be developed to further advance Butler's technology needs. A Microsoft 365 System Administrator is highly needed to ensure the implementation, transition, administration, and advancement of the Microsoft 365 suite. This 2-year position (funded with HEERF funds) will assist with maintaining the Microsoft 365 suite, the administration of OneDrive and Exchange, create and maintain

SharePoint sites, and partner with business units to drive adoption of the applications and features provided by the Microsoft 365 suite of solutions.

Butler Community College through the Information Services Division has developed the requirements, pricing, and implementation plan for the Microsoft 365 Suite. The following partners have contributed their recommendations, requirements, and pricing for the Microsoft 365 Suite, which all vary slightly in pricing and solution.

TGS	\$574,403.80
AVI Systems	\$724,512.00
CDW-G	\$541,829.24

RECOMMENDED ACTION:

The Board approve purchases and implementation of the Microsoft 365 Suite from CDW-G for \$541,829.24 and the Microsoft 365 Administrator position.

RECOMMENDED FUNDING SOURCE:

CARES II HEERF

Submitted by:	Bill Young
Supervisor:	Dr. Kim Krull
Date:	June 21, 2021

Pricing Explanation by Partner

TGS – \$574,403.80

Item <u>Microsoft Licensing* (\$135,432.00)</u>	x 2 (FY22 & FY23)	= Total Cost	<u>\$ 270,864.00</u>
Item <u>Altigen SOW (\$58,840.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 58,840.00</u>
Item <u>Altigen Licensing (\$49,560.00)</u>	x 2 (FY22 & FY23)	= Total Cost	<u>\$ \$99,120.00</u>
Item <u>Phones/Headsets (\$145,579.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 145,579.80</u>
*Missing AI a Carte Licensing			

AVI Systems – \$724,512.00

Item <u>Microsoft Licensing* (\$174,150.00)</u>	x 2 (FY22 & FY23)	= Total Cost	<u>\$ 348,300.00</u>
Item <u>AVI/Magenium SOW (\$ 114,667.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 114,667.00</u>
Item <u>Contact Center Licensing (\$34,800)</u>	x 2 (FY22 & FY23)	= Total Cost	<u>\$ \$69,600.00</u>
Item <u>Contact Center SOW (\$9,800.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 9,800.00</u>
Item <u>Phones/Headsets (\$182,145.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 182,145.00</u>
*Missing AI a Carte Licensing			

CDW-G - \$541,859.24

Item <u>Microsoft Licensing (\$151,471.12)</u>	x 2 (FY22 & FY23)	= Total Cost	<u>\$ 302,972.24</u>
Item <u>CDW/Microsoft SOW (\$ 39,000.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 39,000.00</u>
Item <u>Talk Desk Licensing (\$16,860.00)</u>	x 2 (FY22 & FY23)	= Total Cost	<u>\$ \$33,720.00</u>
Item <u>Talk Desk SOW (\$9,250.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 9,250.00</u>
Item <u>Phones/Headsets (\$156,917.00)</u>	x 1 (One Time Fee)	= Total Cost	<u>\$ 156,917.00</u>

Hosted Unified Communications Delivered as a Managed Service

Statement of Work Prepared for
Butler Community College

5/13/2021



Executive Summary

Scope of work for: ☒ Remote Installation ☐ Onsite Installation

Teams Phone System/Direct Routing Statement of Work Overview

Altigen's Deployment Team to deploy Teams Phone System including:

Number of Users: 650

Number of Teams Auto Attendants: 4

Teams Call Queues: 2

Teams Direct Routing: AireSpring

Teams PSTN Calling Plans: _____

Other:

Project Estimated Time Frame: 10-12 Weeks

Note:

Actual milestones and dates will be determined and put into the Project Plan during the deployment kick-off meeting. See sample project plan in exhibit A below. Items beyond Altigen's control including: issues with Microsoft Office 365 cloud services, issues with customer's network causing it not to be optimized for VoIP, issues with customer's existing carrier not forwarding calls, delay in receiving critical information from the customer could delay the deployment. Once the Number Port request has been submitted, the actual Port date will be determined after an FOC date is provided by the losing carrier. Any work beyond this scope of work will be billed at \$250 per hour.

Assumptions:

- Current software support contracts exist for all software and support and can be obtained during the project.
- Some Altigen activities on this project may be performed on Altigen's premises, where performance on-site at customer's applicable location is not reasonably required. These activities are included in the scope of the services to be performed, as described above.
- Altigen will supply the appropriate number and skill set of engineers to execute review and assessment efforts. The engineers will be responsible for executing the project tasks associated with the project phases described above.
- Altigen will consider all customer information gained through this engagement as confidential and non-disclosure information.
- Customer will ensure decisions are made in a timely fashion to support the agreed project schedule milestones.
- Before starting the project, customer will have a current backup of all necessary data in the event a data recovery is necessary. Altigen will assume no liability for data loss.

Customer Responsibilities:

The customer is responsible for the items listed below. Failure to complete these items based on the dates set forth in the Project Plan could result in deployment delays for this project.

1. Customer will designate a Project Manager Coordinator for this project. This person will be the single point of contact for the Altigen Project Manager to work with. Customer will ensure this person will be available during the entire course of the project unless customer notifies the Altigen Project Manager in writing of the change.
2. Customer will provide a name of an Executive Sponsor or Escalation Contact for the project.
Customer will be responsible for purchasing any required Teams certified hardware (headsets, desk phones, etc..) and ensuring
3. they have the proper licensing.
4. Customer will need to run and ensure that the VOIP test and the NAT Tests pass before deployment can begin.

5. Customer will fill out and return input spreadsheet for users.
6. Customer will provide call flows for AAs, Call Queues, Voicemail boxes.
7. Customer will provide any required audio files for greetings, phone menus and other voice prompts.
8. Customer will be responsible for purchasing up the required Teams Phone System licenses and any other required O365 licenses from Microsoft or other authorized CSP provider.
9. Customer will need to delegate administrative access to their Office 365 tenant to Altigen.
10. Customer will work with AireSpring SIP Services team to terminate SIP trunks into the Ribbon SBC, this is outside the Altigen scope.
Customer will make arrangements with their current carrier to forward all calls to all current DID to Altigen-provided temporary
11. DID numbers.
12. Customer will provide all required documentation needed for DID number porting, and provide a list of numbers that need to be ported.
13. Customer will work with Altigen to develop an cutover schedule, if applicable. Customer will be responsible for notifying users of potential service disruptions.

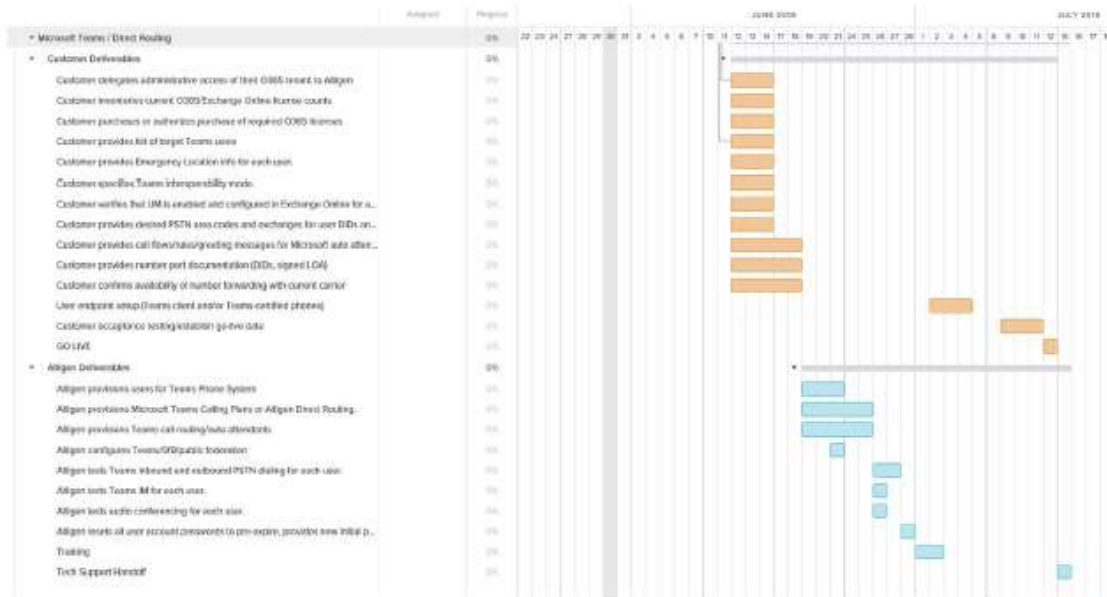
Altigen Responsibilities:

1. Altigen will appoint a Project Manager for this project. The Project Manager will be responsible for delivering status reports, coordinating on-site and off-site project activities, and acting as an escalation point for the Altigen engineers assigned to the project team.
2. Altigen will work with the customer to order the required Teams Phone System licenses, DIDs and Calling Plans.
3. If applicable, Altigen will configure Domestic Calling Plans, Phone System (licenses, DIDs, Calling Plans) for Teams users as well as configure the Teams Conferencing service.
4. Altigen will configure any service numbers that require Auto Attendants.
5. Altigen will set up Call Queues.
6. Altigen will assist with any questions and or help with the customer responsibilities.
7. If, applicable, Altigen will provide 1 caller ID mask if requested by the customer. Any additional masks will be supplied at additional charge.
8. Altigen will provide assistance to users for provisioning Teams certified devices.
9. Altigen will conduct weekly status meetings with customer to review project progress, milestones and Issues. Altigen will provide customer's representative(s) with read-only access to customer's Project Plan in the Team Gantt (<https://www.teamgantt.com>) web-based project management utility to facilitate weekly reviews. See Exhibit A below for the sample Team Gantt Project Plan.

Not Included in This Project

Any items not identified in this Statement of Work will be excluded from this project.

Exhibit A - Sample Team Gantt Project Plan



Customer Primary Contacts

Project Manager Coordinator

Contact Name: Email: Phone:

Executive or Escalation Contact

Contact Name: Email: Phone:

Altigen Primary Contacts

Project Manager

Contact Name: Bill Auclair Email: baclair@Altigen.com Phone: (408)597-9055

Deployment Engineer

Contact Name: Sarah Stone Email: ssstone@altigen.com



Altigen
 670 N McCarthy Blvd, Suite 200
 Milpitas, CA 95035
 United States
 T: 408 597-9000

Service Order

Service Order #	319 v14
Date	05-13-2021
Expires	06-30-2021
Contact	Todd Candela

Prepared for Butler Community College
 Christina Byram
 United States

T: 316-321-2222
 E: cbyram@butlercc.edu

ACCEPT SERVICE ORDER

Microsoft Teams Phone System Deployment: Statement of Work

Monthly Fees

Services	Item	Qty	Price	Total
Support Services	MS Teams Premium Support Plan Price per user per month.	650	\$4.00	\$2,600.00
Applications	Frontstage Contact Center Supervisor Contact Center Supervisor to allow monitoring and management of agents. Also requires a Contact Center Agent and/or Agent Digital Media license.	2	\$75.00	\$150.00[†]
Applications	Frontstage Contact Center Server Required base Contact Center server license.	1	\$500.00	\$500.00[†]
Applications	Frontstage Contact Center Agent ACD agent with optional SMS, MMS, Chat, Email capability. Includes Agent desktop client.	16	\$55.00	\$880.00[†]
Total monthly				\$4,130.00 USD

One-Time Fees

Services	Item	Qty	Price	Total
Deployment Services	MS Teams User Set up and Configuration - Initial Deployment Includes deployment of up to 50 MS Teams users. Also includes set up and configuration of up to 2 auto attendants.	1	\$2,500.00	\$2,500.00[†]
Deployment Services	MS Teams User Set up and Configuration - Additional Users Price per additional MS Teams user above base deployment.	600	\$25.00	\$15,000.00
Deployment Services	MS Teams Auto Attendant Set up and Configuration Price per MS Teams Auto Attendant.	2	\$100.00	\$200.00

5 / 7



Service Order

Services	Item	Qty	Price	Total
Deployment Services	MS Teams Call Queue Set up and Configuration Price per MS Teams Call Queue	2	\$200.00	\$400.00
Direct Routing	Direct Routing Set up and Configuration Direct Routing Setup and Installation.	2	\$500.00	\$1,000.00
Deployment Services	Clobba Reporting Set up and Configuration Deployment and configuration for Clobba Call Detail Reporting Software for MS Teams.	1	\$1,000.00	\$1,000.00
Deployment Services	FrontStage Daily Rate for Deployment, Configuration and Training \$1,500 daily rate for Frontstage deployment, configuration or training based on Statement of Work.	9	\$1,500.00	\$13,500.00
Product	Ribbon Gateway with Deployment and Support Ribbon gateway. Includes set up and support. Manufacturer: Ribbon	1	\$19,240.00	\$19,240.00
Deployment Services	FrontStage Daily Rate for Analysis and Design \$1,500 daily rate for consultation, analysis and design of the Frontstage customer implementation.	4	\$1,500.00	\$6,000.00

¹ Non-taxable item

Total One-Time \$58,840.00 USD

Taxes not included.

Comments

Ribbon Gateway Support:
RIBBON : REVISED SBC 2000 W/ 1 DSP, SIP:SIP LICENSABLE - QTY 2
RIBBON : PROVIDES SESSIONS OF SIP TO SIP AND ENABLES TRANSCODING - QTY 80
RIBBON : SBC2000 AC POWER SUPPLY - QTY 2
RIBBON : SBC 2000 REMOTE CONFIGURATION SERVICE - QTY 2
RIBBON : PREMIUM MAINTENANCE 24X7, HW AHR, GROUP A ENTERPRISE - QTY 12

ACCEPT SERVICE ORDER

Summary of Fees

Services	One-Time Fees	Monthly Fees
Deployment Services	\$38,600.00	—
Direct Routing	\$1,000.00	—
Support Services	—	\$2,600.00
Applications	—	\$1,530.00
Product	\$19,240.00	—
Total	\$58,840.00 USD	\$4,130.00 USD

6 / 7



Service Order



Quote Date: 0 Customer

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

Quoted by:

Crayon Software Experts LLC
12221 Merit Drive, Suite 800
Dallas, TX 75251
Mistye DuBose
sled.us@crayon.com

Part Number	Description	Qty	# of months	thly Unit P	Annual Unit P	Extended Amount
	Year 1 - 12 Months					
AAA-72992	M365 EDU A5 ShrdSvr ALNG SubsVL MVL PerUsr	1100	12	\$10.26	\$123.12	\$135,432.00
AAA-72999	M365 EDU A5 ShrdSvr ALNG SubsVL MVL PerUsr STUUse8nft	44000	12	\$0.00	\$0.00	\$0.00
					Total	\$135,432.00

****Pricing is valid for 30 days****

****All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.****

Remit to Address:

Crayon Software Experts, LLC
Attn: Finance Manager
12221 Merit Drive, Suite 800
Dallas, TX 75251
Phone: 469-329-0290
finance.us@crayon.com

Send PO:

sled.us@crayon.com



Quote # 025979 | Version 1

Prepared For	Shipping To	Prepared By	Details
Butler Community College 901 S Haverhill Rd El Dorado, KS 67042 Christina Byram cbyram@butlercc.edu (316) 737-3873	Butler Community College Christina Byram 901 S Haverhill Rd El Dorado, KS 67042 cbyram@butlercc.edu (316) 737-3873	Technology Group Solutions Nora Petzschler 913-451-9900 Npetzschler@tgs-mtc.com	Butler MS Teams & Lenovo Phones Quote #: 025979 Version: 1 Delivered: 05/18/2021 Expires: 06/17/2021

Products

Item	Description	Price	Qty	Ext. Price
YEA-MP56-TEAMS	TELEDYNAMIC : MS Certified Teams Phone MP56	\$188.03	470	\$88,374.10
ZA690000US	LENOVO : Lenovo CD-18781Y 2G+8GBL-US-THK	\$332.65	100	\$33,265.00
6511685	CRESTRON ELECTRONICS, INC. : UC-P8-T-HS Crestron Flex 8 in Audio Desk Phone with Handset for Microsoft Teams Software	\$444.32	20	\$8,886.40
YEA-MP54-TEAMS	TELEDYNAMIC : Cost-effective Phone for Teams	\$167.27	90	\$15,054.30
Subtotal:				\$145,579.80

Quote Summary

Description	Amount
Products	\$145,579.80
Total:	\$145,579.80

Taxes, shipping, handling and other fees may apply. Any quote that is purchased via VISA or MasterCard will include a processing fee of 2.5%. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Retail Sales Agreement



AVI Systems Inc., 8019 Bond St Lenexa, KS, 66214 | Phone: (913)495-9494, Fax: (913)495-9479

Proposal Number: 1064644
Prepared For: Butler Community College
Attn: Christina Byram

Proposal Date: June 09, 2021

Butler CC Microsoft 365 A5

Prepared By: Mark Ekstrand
Phone: (913)577-1170
Email: mark.ekstrand@avisystems.com

BILL TO

Attn: Christina Byram
Butler Community College
901 South Haverhill Road
El Dorado, KS, 67042
Phone: (316)322-3219
Email: cbyram@butlercc.edu
Customer Number: 11805

SITE

Attn: Christina Byram
Butler Community College
901 South Haverhill Road
El Dorado, KS, 67042
Phone: (316)737-3873
Email: cbyram@butlercc.edu

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$175,220.00
Integration	\$114,887.00
Shipping & Handling	\$6,925.00
Tax	\$0.00
Grand Total	\$296,812.00
Contact Center Implementation (Estimate)	\$9,800.00
Contact Center (Estimate Per Month)	\$2,900.00
MS License (Per Month)	\$14,512.50
Initial Total (Including Estimates)	\$324,024.50

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

RSA: 1064644

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

_____ Company	_____ AVI Systems, Inc. Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

IMPLEMENTATION SERVICES

SCOPE OF WORK

A. SUMMARY:

The scope of this project involves Magenium implementing Microsoft Office 365 Phone System. Microsoft Teams Voice is designed to provide organizations with leading edge communications and collaboration technologies in a cost-effective manner. Magenium will lead all phases of the project and implement all changes with the assistance and approval from the Client.

The Project will include the following:

Envisioning

- Evaluation of current state infrastructure and dependencies including a licensing review
- Vision alignment - review business drivers, management objectives, technical objectives and success criteria related to a Teams deployment.
- Compliance, governance, and policy objectives
- Teams supported Devices (End Users and Conference Rooms)
- Coexistence and interoperability – discussion of what other technologies will be used in conjunction with Teams
- Review Contact Center dependencies
- Risks and issues review – Identify risks and issues that may affect Team's adoption
- Identify Direct Routing options, hardware, or SaaS solutions
- Identify carrier requirements for Direct Routing
- Conduct a structured Network Readiness Assessment workshop:
 - Conduct [Network Readiness Essentials Assessment](#) to help determine the suitability of the Customer's network to support Microsoft Teams real time media workloads.
 - Evaluate network readiness
 - Site Persona analysis
 - Discuss Teams Network Planner in Admin Portal

Planning

- Teams Voice
 - High Level Project Plan
 - Emergency Services Planning 3rd Party Provider options
 - Dial Plan Planning
 - Voice Routing Policies
 - PSTN Usage Policies
 - International Dialing Planning
 - Analog Line Planning and normalization
 - End User Calling Policies
 - Call Queues
 - Auto Attendants
 - Exception Devices (Analog, Pots, Security Phones)
 - Meeting and Conferencing Requirements
 - Training Requirements
 - Change Management and Adoption Planning
- Phone Number Assignment Planning
 - Phone Number Inventory
 - DID carrier Ownership and Inventory
 - Identity Meeting Room numbers
 - Identity Common Area Phone Numbers
 - Identity required Device Policies
- Teams Meeting and Conferencing
 - Planning for Teams Meetings, Policies, and Settings.
 - Planning for Audio Conferencing, Meeting Recording, and Conference Rooms.
 - Discuss Teams Live Events (Broadcast/Townhall Events)

Developing

- Define Users Migration Strategy
- Define Shared line devices and common area phones

- Prepare Test Plan
 - Prepare User Accounts
 - Prepare Migration Environment
- Prepare Services and Configurations
 - Configure O365 Licenses
 - Configuration of Teams Phone System
 - Common Area phone device profile configuration
 - Meeting Room phone device profile configuration
 - Configuration of Teams Policies
 - Configuration of Auto Attendants
 - Configuration of Call Queues
 - Configuration of Calling Policies
 - Configuration of Call Flows/Dial Plan
 - Setup of the Microsoft Call Quality Dashboard (CQD) for Microsoft Teams
- Perform Development Solution POC
 - Document and Analyze Results
 - Validate changes/configuration
- Configuration of Gateway Direct Routing
 - Configure Dial Plans
 - Configure Voice Routing Policies
 - Configure PSTN Usage
 - Analog voice routes
 - Normalization rules
 - Validate changes/configuration
- Configuration of the Session Border Controller
 - Configure LAN/WAN
 - Configuration of Routing Policies and Rules
 - Connect SBC to O365
 - Validate changes/configuration
- E-911 Location Service
 - Configure emergency addresses.

Stabilizing

- Review user's migration outcomes
- Review test plan and risks from planning and development POC
- Track and log issue management
- Make any additional configuration changes based on decisions that come from testing and behavior
- Document Routing between regions/countries (If needed)
- Assist with selection of Monitoring solution (if needed)
- Training sessions
 - Ongoing administrator training will happen through the course of the project
 - One (1) formal 2-hour administrator training session

Deploying

- Teams User Voice Migration
 - Assign user phone numbers
 - Two Locations
 - Up to 700 Users; 1,100 Numbers
 - Enable direct routing for assigned users.
 - Assign Call Queues and Auto Attendants
 - Deployment Voice/Meeting Policies
 - Deployment and Testing of Teams devices (If needed)
 - Magenium will create 3 device profiles. The client is responsible for end user login.
 - Deployment and Testing of Teams exceptions expectations
 - Deployment and Testing of Risks/Remediations
 - Deployment and Testing of E-911
 - Deploy Meeting and Conferencing numbers and policies
 - Go Live Support

Contact Center

- Discovery of Service numbers for Call Center
- Define how many UCCs (Call centers) are required
- Define how many call queues per UCC

- Define TOD routing (Time of day / hours of operations)
 - Define Call back options
 - Define Web Chat routing – not required
 - Define agent skills
 - Define Skill Routing
 - Discovery of Salesforce integration fields for Pop Ups
 - Define agent endpoints / hardware
 - Define Supervisor responsibilities
 - Define Reporting requirements
-
- Developing
 - Design and document Call Flows – Deliver Visio documents
 - Design IVRs
 - Create required Endpoints in UCCs
 - Script all Greetings in Call flows
 - Greetings TOD routing and scripting
 - Assist Anywhere365 in Customers O365 Azure environment to build SQL instance and provide remote access
 - Assist the customer with Firewall requirements for IP allowance -work with Network Admin
 - Teams - Ensure DNS is set for federation in O365 for call routing
 - Implement SharePoint Anywhere365 visual dashboard template in customer SharePoint Online environment for each UCC
 - PowerBI – Import Any365 template to PowerBI site and create connection to SQL instance (default reporting)
 - Implement Supervisor Tools and configuration

Hardware

- Recommend one manufacturer for all phone types
 - Products based on the use case types provided
- Phones will be deployed by the Client

Licensing

- Contact Center via Anywhere365
 - License per month estimate
 - Based on 36 months contract, prepaid annually
 - One Off charges will be billed as per Effective Date and Recurring Charges per Start Date
- CSP License Agreement Provided per attached EXHIBIT 3046921916
 - Client must sign CSP License Agreement
 - All licensing subscriptions are quoted/billed monthly but are based on an annual commitment
 - License counts are estimated based on discussions between Magenium Solutions, L.L.C. and Client. Actual license counts, and associated costs will be determined prior to the start date of this engagement and will be mutually agreed upon by Magenium Solutions, L.L.C. and Client.

Licensing fees*: Item	Quantity	Price/ per month/per user*	Monthly Totals
Microsoft 365 A5 for Student use benefit	55,000	0.00	
Microsoft 365 A5 for Faculty	1,350	\$10.75	14,512.50
+250 additional Faculty licenses for the 1:40 Ratio of additional students. (Additional 10K Student Licenses)			
TOTAL			\$14,512.50

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model#</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
HARDWARE					
MP56-TEAMS	YEALINK	Microsoft Certified Teams Phone for Knowledge Workers Android 9.0 7-inch (800 x 480) capacitive	470	\$206.00	\$96,820.00
SIP-VP59-TEAMS	YEALINK	Flagship Smart Video Phone Optimized for Microsoft TEAMS 8 inch 1280x800-color pixel color	100	\$438.00	\$43,800.00
EXP50	YEALINK	Extention model	100	\$97.00	\$9,700.00
CP960	YEALINK	Optima HD IP Conference Full duplex techn.	20	\$444.00	\$8,880.00
MP54-TEAMS	YEALINK	Cost-effective Phone for Microsoft Teams• Android 9.0 • 4 inch (800 x 480) Capacitive Touch Screen	90	\$178.00	\$16,020.00
Sub-Total: HARDWARE					\$175,220.00
IMPLEMENTATION SERVICES					
Microsoft Services Professional Services Project Management					
Sub-Total: IMPLEMENTATION SERVICES					\$114,667.00
<u>Total:</u>					<u>\$289,887.00</u>

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc. ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&Cs shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI.
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation. - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



Microsoft Teams Phone System Deployment

07/07/2021
Estimate by: Sean Millerd

Existing Environment

- 808 users
- All users in Exchange Online
- All users using Microsoft Teams
- PBX is Cisco

Important Notes

- Manufacturer-provided service for Direct Routing SBC(s) and third-party E911, as required (cost NOT included in this service estimate)

Proposed End-State

- 2 Direct Routing SBC deployed
- 453 Teams users enabled with:
 - Communications Credits
 - Phone System
 - E911
 - Cloud Voicemail
 - 50 users enabled with Audio Conferencing
- 155 Common area user accounts enabled with:
 - Phone System
 - E911

Items Delivered

- Design documentation
- Project plan
- As-built documentation

Out of Scope

- International locations or users
- Formal training beyond Basic Adoption Service (see page 2)
- Formal governance, security, compliance, or standards design or configuration
- Formal network assessment beyond planning workshop
- Network remediation
- Contact/Call Center
- VDI
- Productivity workloads, including:
 - SharePoint or OneDrive content migration
 - Bots or automated workflow
 - Custom app integration or development
 - Business Intelligence (BI) data and reporting
- Skype for Business
- Teams app distribution
- More than 30 E911 Emergency Response Locations (ERLs)
- Branch survivability (SBAs)
- Local PBX connectivity (i.e. 4-digit dialing)
- UC endpoint (IP-phone) placement
- Room system installation or configuration
- Video interoperability service (e.g. Poly RealConnect)
- Legacy server decommissioning

Planning and Design

- Network Planning for Voice & Video with Knowledge Transfer
- PBX/PSTN Discovery
- Planning and Requirements Definition
- Audio (Dial-in) Conferencing Design with Knowledge Transfer
- Phone System Design with Knowledge Transfer
- Direct Routing (Session Border Controller) Design
- E911 Design for 30 ERLs
- PBX Migration Design
- Basic User Adoption Design (See Page 2)
- Pilot and Deployment Planning

Build and Pilot

- Configure Teams Audio (Dial-in) Conferencing
- Configure Communications Credits
- Configure Teams Phone System
- Configure Cloud Voicemail
- Configure E911 for 30 ERLs
- Configure 2 Direct Routing PSTN SBC
- Execute User Adoption (See Page 2)
- 25 User Pilot with Knowledge Transfer
- Pilot 30 E911 ERLs
- Pilot 1 Auto-Attendant with Knowledge Transfer
- Pilot 1 Call Queue with Knowledge Transfer

Deployment

- Enable Remaining 583 Users
- Configure 2 Additional Call Queues
- 2nd Level/Tier Client Support (Soft Client and Mobile Device)

Time and Materials Services Estimate[†]

CDW Personnel	Rate	Hours	Estimated Fee
Teams Voice Engineer	\$220	142	\$31,240
Senior Adoption Consultant	\$220	8	\$1,760
Senior Project Manager	\$200	30	\$6,000
Estimated Total		180	\$39,000

Terms and Conditions

- Travel Cost Exclusive/Additional/Extra
- CDW Web Terms and Conditions^a

^aTerms and Conditions of Product Sales and Service Projects at (<http://www.cdw.com/content/terms-conditions/product-sales.aspx> or <http://www.cdw.com/content/terms-conditions/product-sales.aspx>), or any existing agreements in place between Supplier and Customer, will constitute the terms and conditions controlling any subsequent transaction and be memorialized in the statement of work.

[†]CDW has made certain interpretations as well as assumptions including but not limited to the customer environment to arrive at forecasting schedules, potential technical and financial benefits provided in this estimate. As such, these schedules, benefits and financial projections are estimates and are subject to change.

Microsoft Teams User Adoption

User Adoption Packages

Activity	Basic	Essential	Premium
SELECTED PACKAGE	↓		
Curate Microsoft Public Collateral (Microsoft, YouTube, etc.)	✓	✓	✓
Review of Microsoft Adoption Templates	✓	✓	✓
Planning for End-User Training	✓	✓	✓
Admin Training and Knowledge Transfer	✓	✓	✓
Champions Workshop		✓	✓
End-User Enablement (Training)		12 hrs ¹	40 hrs ¹
Marketing & Communications Design and Execution Assistance		8 hrs	16 hrs
Line of Business Groups Interviews (4 hrs per group interviewed)			16 hrs ²
Use Case and Persona Analysis			✓
Analytics Baseline with Check-ins at 30, 60, and 90 day		✓	✓
² Optional: Additional Line of Business Interview Hours			0 hrs
¹ Optional: Additional End-User Training Hours	0 hrs	0 hrs	0 hrs

Deliverables

- Basic – [No formal documented plan]
- Essential – Adoption Management Plan
- Premium – Success Management Plan

¹Possible uses for training hours

- Train-the-trainer training (best use for large organizations)
- Live/recorded training session(s)
- Customized training collateral
- "Open Office Hours" – A CDW expert available to help users at scheduled times
 - Answer questions
 - Demonstrate features
 - Troubleshooting

QUOTE CONFIRMATION



DEAR AMY KERSCHNER,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MCMV444	5/4/2021	MICROSOFT A5	0345781	\$151,486.12

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft 365 A5 - subscription license - 1 user Mfg. Part #: AAD-38400-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	1115	5419414	\$125.48	\$139,910.20
Microsoft Office Project Professional - license & software assurance - 1 PC Mfg. Part #: H30-00237 UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	6	2355600	\$59.97	\$359.82
Microsoft SQL Server Standard Core Edition License & Software Assurance Mfg. Part #: 7NQ-00302 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	8	2670099	\$328.47	\$2,627.76
Microsoft Identity Manager - license & software assurance - 1 device CAL Mfg. Part #: NK7-00064 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	648	3799062	\$1.84	\$1,192.32
Microsoft Identity Manager - External Connector License & Software Assurance Mfg. Part #: PL7-00058 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	1	3830279	\$1,676.52	\$1,676.52
MS BES 5TH M365 EDU A5 STUUSERNFT Mfg. Part #: AAD-38405-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	40000	5419402	\$0.00	\$0.00
MS BES COMMONAREAPHONEEDU P/D Mfg. Part #: KXH-00001-12MO Electronic distribution - NO MEDIA Contract: Univ of KS Brd Regents, Affiliate - Catalog (17010729)	155	5905172	\$36.90	\$5,719.50

PURCHASER BILLING INFO	SUBTOTAL	\$151,486.12
Billing Address: BUTLER COUNTY COMMUNITY COLLEGE FINANCE OFFICE 901 S HAVERHILL RD EL DORADO, KS 67042-3280 Phone: (316) 321-2222 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$151,486.12
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: BUTLER COUNTY COMMUNITY COLLEGE AMY KERSCHNER 901 S HAVERHILL RD EL DORADO, KS 67042-3280 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Dave Walczak	(877) 493-1102	davewal@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Budgetary Pricing Estimate - Concurrent Users

Prepared For: **Butler Community College**

All pricing based on 3 year license term.

Pricing good through 08/31/21

Implementation and Training services will require scoping



Solution	Licenses	Price	Monthly	Annually
Talkdesk CX Cloud Professional	10	\$84.50	\$845.00	\$10,140.00
Talkdesk for ServiceNow	10	\$13.00	\$130.00	\$1,560.00
Talkdesk for MS Teams (Optional)	1	\$430.00	\$430.00	\$5,160.00
Total:			\$1,405.00	\$16,860.00

Notes

Talkdesk CX Cloud Professional Licenses include:

- Unlimited Concurrent Call Capacity
- Unlimited Call Recording and Storage
- Voice Customer Engagement
- Studio & Routing; ACD & IVR
- Reports & Dashboards
- Live on Talkdesk in days, not months

Usage	Minutes	Price	Monthly Usage Fee
Toll-Free Inbound (usage TBD)	0	\$0.015	\$0.00
Inbound/Outbound (usage TBD)	0	\$0.015	\$0.00
Total	0		\$0.00

Implementation	Hours	List Price	Total
Estimated Implementation and Training (SOW build required for final)	37	\$250.000	\$9,250.00
Total			\$9,250.00

Executive Phone Options



Poly CCX 600
\$476.99



Yealink T58A
\$439.00

Knowledge Worker Phone



Poly CCX 500
\$283.20



Yealink T56
\$249.00

Knowledge Worker Phone



Poly CCX 500
\$283.20



Yealink T56
\$249.00

Common Area Phones



Poly CCX 400
\$367.99



Yealink MP54
\$209.00

Conference Room Phones



Poly Trio C60
\$823.99



Yealink CP960
\$809.00

Microsoft 365 Education

May 2021
enrollment.com

Microsoft 365 A1 (per device)		Microsoft 365 A1 (per user)		Microsoft 365 A1 Step-up (per user)		Microsoft 365 Education (benefits)	
Office 365	<p>Microsoft 365 A1 (per device)</p> <p>Office 365 A1 (free for EDU) features included for comparison</p>	<p>Microsoft 365 A1 (per user)</p>	<p>Microsoft 365 A1 (per user)</p>	<p>Microsoft 365 A1 Step-up (per user)</p>	<p>Microsoft 365 A1 Step-up (per user)</p>	<p>Microsoft 365 Education (benefits)</p>	<p>Microsoft 365 Education (benefits)</p>
	<p>Office 365 A1 (free for EDU) features included for comparison</p>						
	<p>Office 365 A1 (free for EDU) features included for comparison</p>						
Enterprise Mobility + Security (EMS)	<p>Microsoft 365 A1 (per device)</p>	<p>Microsoft 365 A1 (per user)</p>	<p>Microsoft 365 A1 (per user)</p>	<p>Microsoft 365 A1 Step-up (per user)</p>	<p>Microsoft 365 A1 Step-up (per user)</p>	<p>Microsoft 365 Education (benefits)</p>	<p>Microsoft 365 Education (benefits)</p>
	<p>Microsoft 365 A1 (per device)</p>						
	<p>Microsoft 365 A1 (per device)</p>						
Windows 10	<p>Microsoft 365 A1 (per device)</p>	<p>Microsoft 365 A1 (per user)</p>	<p>Microsoft 365 A1 (per user)</p>	<p>Microsoft 365 A1 Step-up (per user)</p>	<p>Microsoft 365 A1 Step-up (per user)</p>	<p>Microsoft 365 Education (benefits)</p>	<p>Microsoft 365 Education (benefits)</p>
	<p>Microsoft 365 A1 (per device)</p>						
	<p>Microsoft 365 A1 (per device)</p>						

RATIFICATION OF AGREEMENTS AND CONTRACTS

TOPIC for ACTION **Wesley Medical Center Clinical Affiliation Agreement**

REPORT:

Renewal of Wesley Medical Center and Butler Community College Health, Education, and Public Services (HEP) Division Affiliation Agreement for clinical experiences

RECOMMENDED ACTION:

Approval of Wesley Medical Center as a clinical affiliate of Butler Community College HEP Division

RECOMMENDED FUNDING SOURCE:

No funding is needed for this clinical affiliation agreement

Submitted by:	Caleb Ediger, DNP, RN, Associate Dean of HEP
Supervisor:	Phil Speary, Interim Dean of HEP
Date:	June 28, 2021

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of July 1, 2021 (the "Effective Date") by and between Butler Community College Health, Education, and Public Services Division and Wesley Medical Center d/b/a Wesley Medical Center ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of Nursing and Allied Health;

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at 550 N. Hillside, Wichita, KS, 67214 (the "Facility");

WHEREAS, School desires to provide up to 256 students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL

- (a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Program Participant (defined below) to attend in-person or complete online training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student

Revised 6-2018 and 4/2020 / 1 Use School Affiliation for Non-Medical Students Only

evaluations, as requested by Hospital from time to time;

- (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
- (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs, as requested by Hospital;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program, for educating and supervising Participating Students and for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital

policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

- (d) **Dress Code.** School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility.** School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance.** School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School shall provide evidence of worker's compensation coverage, which complies with Kansas law, for each Program Participant providing services at Hospital through the Clinical Program. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the

above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants.** School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time. School may provide to Hospital an attestation letter addressing requirements that School has on file for Program Participants.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student or School will provide the documents identified below, and will either upload or furnish a completed Consent To and Release of Health Information in the form attached hereto as Exhibit C to Hospital prior to each non-consecutive Rotation, in addition to the completed Attestation of Satisfactory Background Investigation in the form attached hereto as Exhibit D, in addition to the completed Health Record Verification in the form attached hereto as Exhibit E, in addition to the completed TB Screening Verification in the form attached hereto as Exhibit F, in addition to the completed Tdap Screening Validation in the form attached hereto as Exhibit G, (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Negative TB status as documented by one of the following:
 - a. Negative TB skin test within the last 12 months; or
 - b. Negative Quantiferon / T-spot within the last 12 months; or
 - c. Negative chest-Xray within the last 12 months.

- (ii) Proof of Measles, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella;
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC and/or HCA), or a signed Declination Form;
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated; and
 - (vi) Tdap vaccination within the last 10 years.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (l) **Background Checks.**
- (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
 - (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

- A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit D prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).
- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:
- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine.
 - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.
- Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.
- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g) - (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
- (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

- (h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
 - (i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
 - (j) If Program Participants rotate in Hospital's Pediatric, OB/Women's or NICU/NSCU units, Hospital shall provide student a student identification badge to those patient care areas. For a fee of \$15.00 per badge, Hospital will provide Faculty with an identification badge to access patient care areas.
 - (k) Hospital shall provide student badges or other means of identification for Facility patient care areas, if the school does not provide it.
 - (l) Hospital shall provide Program Participants with computer access, if necessary
 - (m) Hospital is not responsible for lost or stolen items belonging to Students or Faculty. Hospital does not provide storage space for personal items belonging to Students or Faculty.
 - (n) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
 - (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
 - (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes

or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Other than as set forth in section 1(i), each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

(a) The term of this Agreement will commence on the Effective Date and will continue for three (3) years unless terminated as provided below (the "Term").

(b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
 - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **FORCE MAJEURE.** None of the parties shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

20. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

21. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:	Wesley Medical Center 550 N. Hillside Wichita, KS 67204 Attention: Chief Executive Officer
Copy to:	HCA Legal Department Attention: Operations Counsel One Park Plaza, Bldg. 1, 2-West Nashville, TN 37203
If to School:	(Insert School Contact and Address Information) Attention: Associate Dean of Student Affairs

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

22. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

23. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

24. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

25. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

26. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

27. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(School)

By: Dr. Kimberly W Krull

Title: President

Date: 6/28/2024

WESLEY MEDICAL CENTER

By: _____

Title: CFO

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at **WESLEY MEDICAL CENTER d/b/a Wesley Medical Center** ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

WORKFORCE MEMBER CONFIDENTIALITY AND SECURITY AGREEMENT

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without

limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).
5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (i.e., 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
 - b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
 - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
 - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature	Date
Printed Name	School

EXHIBIT C

CONSENT TO AND RELEASE OF HEALTH INFORMATION

I, _____ (Program Participant)
hereby consent to the release of the documents listed below from my student file held by

_____ ("School") to Wesley
Medical Center, d/b/a Wesley Medical Center ("Hospital") for the purposes of demonstrating my
qualifications to participate in clinical rotations at the Hospital.

Drug Screen Test Results

Health Record Verification

TB Screenings Results

Signed: _____

Name: _____

Printed

Date

EXHIBIT D

ATTESTATION OF SATISFACTORY BACKGROUND INVESTIGATION

TO BE COMPLETED BY SCHOOL

On behalf of _____ ("School"),
I acknowledge and attest to **Wesley Medical Center d/b/a Wesley Medical Center** ("Hospital") that we
own, and have in our possession, a background investigation report on the individual identified below.
Such background investigation is satisfactory in that it:

- _____ verifies the Subject's Social Security Number;
- _____ does not reveal any criminal activity;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not on a State exclusion list, if any;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets
Control list of Specially Designation Nationals; and
- _____ no other aspect of the investigation required by Hospital reveals information of concern

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Last 4 of Social Security Number: _____

Signature of School Representative

Printed Name of School Representative

School Name

Date: _____

EXHIBIT E

HEALTH RECORD VERIFICATION

Print Information

Student Name _____

School _____

Graduation Date _____

To be verified and documented by a Physician or Registered Nurse.

- 1) Measles, Mumps & Rubella ☐ "positive" MMR titers documentation
(all 3 titers)
(dates) _____
- OR
- ☐ documentation of 2 MMR's
(1) age _____ (date) _____
(2) age _____ (date) _____
- 2) Chicken Pox (Varicella) ☐ "positive" Varicella titer documentation
(date) _____
- OR
- ☐ documentation of two (2) immunizations
(1) age _____ (date) _____
- 3) Hepatitis B ☐ Documentation of 3 vaccinations
Date #1 _____ Date #2 _____ Date #3 _____
☐ Signed declination / refusal of vaccinations statement attached
- 4) Seasonal flu vaccination Date given _____
(required between November 1st, and March 31st)
- 5) Transmissible Infections: Student states no known infection as
of _____
(date)

Completed by _____ MD / DO or RN

Agency _____ Date _____

Address _____

Phone _____

EXHIBIT F

TB SCREENING VERIFICATION

Print Information

Student Name _____

School _____

Graduation Date _____

To be verified and documented by a Physician or Registered Nurse.

Negative TB status as documented by one of the following:

A. Negative TB skin test within the last 12 months. Date of testing and results:

Date: _____ Results: _____

B. Negative Quantiferon / T-spot within the last 12 months: Date of testing and results:

Date: _____ Results: _____

C. Negative Chest X-Ray within the last 12 months: Date of testing and results:

Date: _____ Results: _____

Completed by _____ MD / DO or RN

Agency _____ Date _____

Address _____

Phone _____

EXHIBIT G

Tdap SCREENING VERIFICATION

Print Information

Student Name _____

School _____

Graduation Date _____

Tetanus Toxoid, Diphtheria and Pertussis

- ☐ Documentation of one booster dose of **Tdap** vaccine within last 10 years.
Date given: _____

Completed by _____ MD / DO or RN

Agency _____ Date _____

Address _____

Phone _____

TOPIC for ACTION
MOU – Project Search

Report:

The College has entered into an agreement with Butler County Special Education Interlocal and the Division of Vocational Rehabilitation Services to collaborate to create a High School Project SEARCH transition program for students with developmental disabilities. The attached MOU agreement outlines the roles and responsibilities for Project SEARCH for 2021-2022 year. Butler has hosted Project Search on the El Dorado campus since 2012.

RECOMMENDED ACTION:

Approve the attached MOU between Butler Community College for Project Search. Butler provides classroom space (20006-20007) in the Welcome Center for the Project Search students, instructors and counselors. Project Search internships are provided to the Students on a ten (10) week cycle.

RECOMMENDED FUNDING SOURCE:

Limited outlay of expense, internet and telephone service are provided at no charge in the classroom.

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	July 13, 2021

**Agreement of Roles and Responsibilities
For Project SEARCH
2021-2022**

The Parties to this Agreement are **Butler Community College**, Butler County Special Education Interlocal, and Division of Vocational Rehabilitation Services.

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create a High School Project SEARCH Transition program at **Butler Community College** for students with developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled "**Butler Community College – Project SEARCH**". It is modeled after Project SEARCH at the Children's Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Butler Community College will:

- Provide classroom space with white board, small tables to be used as student work areas, chairs, locked cabinets for student files, computer connections, and Instructor space with telephone, internet, and printer access.
- Provide a business liaison that is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules.
- Develop intern work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants. Facilitate job analysis of those sites for the Project SEARCH staff.
- Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.
- Provide badges and parking access for Project SEARCH staff and interns.
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations.

- Provide access to conference space for Open Houses.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise.
- Participate in the Advisory committee to evaluate program progress, report outcomes, work toward continuous improvement.
- Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.

B. Butler County Special Education Interlocal will:

- Provide a Special Education Instructor to coordinate/teach the program.
 - Develop and provide curriculum and instructional materials that encompass employability skills, functional academics, transition, job development, and job readiness.
 - Assist with the development of intern work sites, and coordinate and monitor intern activities.
 - Facilitate student recruitment activities.
 - Facilitate family involvement activities.
 - Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.
 - Provide Job Coaches to work with students on work sites throughout the host business. •
- Provide expertise in adaptations and accommodations, and implement as necessary. •
- Provide student liability insurance.
- Encourage a relationship with Vocational Rehabilitation for each student.
 - Upon referral to KRS, the school will provide, with written consent of student, student's parents or representative:
 1. The source documentation from which eligibility for special education services was determined.
 2. The most recent evaluation or reevaluation information.
 3. Age-appropriate transition assessments.

4. Current IEP
 5. Current contact information for students and parents or guardians, if appropriate.
- The following information will be provided if available, with written consent of student, student's parents or representative:
 1. Vocational assessments.
 2. Work evaluations.
 3. Summary of Performance (SOP).
 4. Other pertinent school records.
 - Provide additional support for students if necessary, such as Interpreter service, Speech or Occupational Therapy, transportation, etc.
 - Coordinate regular meetings to discuss and evaluate program progress.
 - Coordinate employment meetings to discuss intern progress. Invite family and all team members.
 - Collect data on student outcomes and report to all partners.
 - Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity
 - Assist with public relation activities to promote "Butler Community College Project SEARCH".

D. Kansas Vocational Rehabilitation will:

- Participate in the Advisory Committee to evaluate program progress, report outcomes, select student interns and work toward continuous improvement.
- Facilitate transition to vocational rehabilitation services for participants who do not secure permanent, competitive, integrated employment following their internships.
- Attend regular meetings to discuss and evaluate program progress.
- Assist with public relations activities to promote Project SEARCH.
- Provide education and training to Butler Community College employees regarding supporting people with disabilities in the workplace as necessary.

● Provide VR services for students in accordance with KRS policy under the following conditions:

1. The student has been determined eligible for VR and can be served within the Order of Selection.
2. The student (and his/her parents or representative if appropriate) and the VR counselor have agreed to an Individual Plan for Employment (IPE).
3. The goods or services provided will be necessary for post-high school training or employment, and will substantially contribute to achievement of the competitive, integrated employment objective on the IPE. Employment or post-secondary services provided by VR must occur outside the established school sessions. "School sessions" refers not only to the school semester or term, but also to the school day.
4. Consideration of comparable benefits and application of the economic need policy are required.

III. Measurable Objectives:

All Parties will work collaboratively to:

- Provide intern opportunities for student participants with developmental disabilities for the 2021-2022 school year and provide employment opportunities when appropriate to interns.

- Provide support necessary to maximize success of the program participants. - Continue to develop intern work sites as the program progresses.

- Publicize the collaboration and program activities of **Butler Community College Project SEARCH**.

IV. Period of Agreement:

The effective date of this Agreement will be June. 1, 2021 to June 1, 2022. **V. Limitation of**

Agreement:

It is understood among the parties that this Agreement is not a contract and is not binding.

VI. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Signatures:

Butler Community College

Butler County Special Ed Interlocal

Project SEARCH Instructor
Butler County Special Ed Interlocal

Kansas Rehabilitation Services

TOPIC for ACTION
Advanced Practice Registered Nurse Agreement

REPORT:

This is the initial annual contract with the Advanced Practice Registered Nurse for Butler College Health Services. This contract allows the clinic to treat patients legally through the state of Kansas.

Contract Introduction:

Term of Agreement: 2021-2022 school year - beginning July 1, 2021 - June 30, 2022.

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 11-165 on the El Dorado campus with services located at the 5000-building room 5250 at the Andover facility.

The health care units are staffed by Registered Nurses (RNs) with physician and APRN consultants. The Advance Practice Nurse consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. She is also available for telephone consultation.

Hospital emergency rooms are located within three miles of the El Dorado campus and the Andover campus

The program shall be continued through the 2021-2022 school year beginning July 1, 2021 through June 30, 2022.

Caitlin Greene APRN agrees to honor the terms and conditions of this agreement.

The contract also includes the following:

- The responsibilities of the APRN at BCC are listed.
- Provisions for referral and consultation

RECOMMENDED ACTION:

The board to approve continued healthcare services to Butler students, faculty, and staff through the approval of this contract.

RECOMMENDED FUNDING SOURCE:

This is a budgetary item. The agreed upon compensation for Caitlin Greene APRN is twenty-five thousand dollars (\$25,000.00) annually, payable monthly.

Submitted by:	Jaime Sharp
Supervisor:	Bill Rinkenbaugh
Date:	June 8, 2021



BUTLER COUNTY COMMUNITY COLLEGE
Student Life Division
College Health Services

ADVANCED PRACTICE REGISTERED NURSE AGREEMENT

Term of Agreement: 2021-2022 school year – beginning July 1, 2021 – June 30, 2022

Introduction

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 165 on the El Dorado campus with services located at the 5000-building room 5250 at the Andover facility.

The health care units are staffed by Registered Nurses (RNs) with physician and APRN consultants. The Advance Practice Nurse consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. She is also available for telephone consultation. Hospital emergency rooms are located within three miles of the El Dorado campus.

The program shall be continued through the 2021-2022 school year beginning July 01, 2021 through June 30, 2022.

Caitlin Greene APRN, agrees to honor the terms and conditions of this agreement.

I. Responsibilities of the Advanced Practice Registered Nurse

1. Caitlin Greene APRN is an independent contractor.
2. Caitlin Greene APRN agrees to be on campus seeing students and consulting with RNs and Dr. Rausch a minimum of two days per week: one day per week at Butler of El Dorado, and one day per week at Butler of Andover. Both parties agree to modify schedule as needed to meet the Health Service's needs.
3. Caitlin Greene APRN agrees to maintain her own professional malpractice insurance in an amount no less than one million (\$1 million) dollars.
4. Caitlin Greene APRN acknowledges that she is an independent contractor and as such is not entitled to College employee benefits.
5. The agreed upon compensation for Caitlin Greene APRN is twenty-five thousand dollars (\$25,000.00) annually, payable monthly



6. Caitlin Greene APRN is responsible for any and all tax consequences of the payments provided for her independent contractor services.
7. This agreement shall become effective on the date accepted and shall continue in effect until terminated by either party on thirty days written notice.
8. BCC reserves the right to terminate this agreement immediately in the event Caitlin Greene APRN fails or refuses to perform her agreed upon responsibilities.
9. Caitlin Greene APRN agrees to be available for calls from RN's and College Health staff, for consultation and referrals in addition to the two days per week on campus providing professional medical treatment and consultation required by College Health Services students.
10. Caitlin Greene APRN is responsible for the provision of high-quality health care services by providing the following:
 - a. Education of and effective communication with those served concerning the diagnosis and treatment of their medical conditions, appropriate preventive measures, and use of the health care system.
 - b. Treatment that is consistent with clinical impressions or working diagnoses.
 - c. Continuity of care.
 - d. Appropriate, accurate, and complete medical records entries.
 - e. Adequate and appropriate transfer of information when clients are transferred to another health care provider.
11. Devise, implement and evaluate plans of care utilizing sound clinical judgments, based on assessment of the physical, psychological, emotional, societal and environmental needs of the clients.
12. Demonstrate evidence of continuing professional growth by involvement in continuing education, peer review, and the review of protocols and procedures, and participate in, design, and / or conduct research.
13. Obtain health histories, perform physical exams and assessments, order lab tests, initiate prescribed treatment per established protocol.
14. Administer adult immunizations, allergy injections and TB skin tests
15. Create a welcoming open environment for students to express any concerns they have, with sensitivity to trauma informed care, issues of diversity such as sexual orientation, gender expression, and multicultural identity
16. Engage students actively in their treatment and promote questions/discussion from the patient side of things.



17. Collaborate care with county health departments, consulting physicians, Butler Community College faculty staff, and patient's family as appropriate

II. Provisions for Referral and Consultation

Registered Nurses are educationally prepared to determine when consultation or referrals are necessary in the primary care setting. They are responsible for obtaining and documenting consultations and the resulting care plans in the chart.

Consultation options consist of telephone contact with the APRN, on site discussion or on site examination of the client by the APRN. Clients can also be referred to the collaborating physician's office or the local emergency room. Options are selected based upon the urgency and complexity of the presenting problem. If the advanced practice nurse is unsure of the appropriate disposition, she is to consult with the physician regarding this matter.

Services provided off-campus by Caitlin Greene APRN are to be billed as separate from the annual compensation package previously outlined.

This agreement entered into the date and year stated below:

Caitlin Greene APRN
Advanced Practice Registered Nurse
Caitlin Greene, APRN

6-1-2021
Date

Jaime Sharp RN
RN at BCC Student Health Services
Jaime Sharp MS, RN, MLAC

6/1/21
Date

Bill Rinkenbaugh
BCC Vice President of Student Services
Bill Rinkenbaugh, Vice President

6-11-2021
Date

Dr. Kimberly Krull
Butler County Community College
Dr. Kimberly Krull, College President

6/14/2021
Date

TOPIC for ACTION
Registered Nurse/Collaborating Physician Practice Agreement

REPORT:

This is the renewal of the annual contract with the medical director for Butler College Health Services. This contract allows the clinic to treat patients legally through the state of Kansas.

Contract Introduction:

Term of Agreement: 2021-2022 school year - beginning July 1, 2021 - June 30, 2022.

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 11-165 on the El Dorado campus with services located at the 5000-building room 5250 at the Andover facility.

The health care units are staffed by Advanced Practice Registered Nurses (APRNS) and Registered Nurses (RNs) with physician consultant. The physician consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. He is also available for telephone consultation and to see patients in his office as needed.

Hospital emergency rooms are located within three miles of the El Dorado campus and the Andover campus

The program shall be continued through the 2021-2022 school year beginning July 1, 2021 through June 30, 2022.

A BCC staff member, Jaime Sharp MS, MLAC, RN is identified and assigned the responsibilities associated with running the College Health Services in conjunction with Michael A. Rausch, M.D., a licensed physician.

Both Jaime Sharp and Dr. Michael Rausch agree to honor the terms and conditions of this agreement.

The contract also includes the following:

- The responsibilities of the RN at BCC are listed.
- Responsibilities of the Consulting Physician are listed.
- Coverage for Emergency Absence of the APRN or RN
- Resolution of Disagreement between the RN and Collaborating Physician
- Concerning Diagnosis and Treatment
- Review of Client Records by Collaborating Physician
- Enforcement of Collaborative Agreement

RECOMMENDED ACTION:

The board to approve continued healthcare services to Butler students, faculty, and staff through the approval of this contract. There is no change in the annual contract with the exception of the date.

RECOMMENDED FUNDING SOURCE:

This is a budgetary item. The agreed upon compensation for Dr. Rausch is seven thousand dollars (\$7,000.00) annually, payable \$3,500 on or before December 31, 2021 and the balance on or before May 31, 2022.

Submitted by:	Jaime Sharp
Supervisor:	Bill Rinkenbaugh
Date:	June 8, 2021



Student Life Division
College Health Services

REGISTERED NURSE/COLLABORATING PHYSICIAN PRACTICE AGREEMENT

Term of Agreement: 2021-2022 school year – beginning July 1, 2021 – June 30, 2022

Introduction

Butler Community College (BCC) is a private institution with multiple campus sites. The College Health Service is an on-campus outpatient facility offering assessment, treatment and referral service, health promotion and maintenance, and disease prevention services to students and staff at BCC. The College Health Services is housed in the West Dorm room 165 on the El Dorado campus with services located at the 5000 building room 5250 at the Andover facility.

The health care units are staffed by Registered Nurses (RNs) with physician consultant. The physician consultant comes on site for case discussions, protocol review, client visits, and periodic in-service seminars. He is also available for telephone consultation and to see clients in his office as needed. Hospital emergency rooms are located within three miles of the El Dorado campus.

The program shall be continued through the 2021-2022 school year beginning July 01, 2021 through June 30, 2022.

A BCC staff member, Jaime Sharp, RN, is identified and assigned the
(RN, Director of College Health)
responsibilities associated with running the College Health Services in conjunction with Michael A. Rausch, M.D., a licensed physician.
(Physician Name)

Dr. Michael Rausch agrees to honor the terms and conditions of this agreement.
(Physician Name)

I. Responsibilities of the Registered Nurse

The responsibilities of the RN at BCC are listed below:

1. Management for the purpose of scheduling is under the supervision of Bill Rinkenbaugh, Vice President of Student Services, and Dr. Kimberly Krull, College President. The RN is responsible for the following, which shall not be the responsibility of supervisors.

2. Responsible for the provision of high-quality health care services by providing the following:
 - a. Accessible and available health services on campus at El Dorado and Andover.
 - b. Education of and effective communication with those served concerning the diagnosis and treatment of their medical conditions, appropriate preventive measures, and use of the health care system.
 - c. Treatment that is consistent with clinical impressions or working diagnoses.
 - d. Continuity of care.
 - e. Appropriate, accurate, and complete medical records entries.
 - f. Adequate and appropriate transfer of information when clients are transferred to another health care provider.
3. Assess real or potential health hazards and current health status, including analysis of health behavior related to life-style and culture.
4. Devise, implement and evaluate plans of care utilizing sound clinical judgments, based on assessment of the physical, psychological, emotional, societal and environmental needs of the clients.
5. Assist individuals to assume responsibility for the restoration of health and prevention of illness.
6. Consult, refer and collaborate with other disciplines involved in the delivery of total patient care.
7. Utilize the resources of the College community and the surrounding community area.
8. Promote collegial relationships with other clinical staff and providers in the community.
9. Demonstrate evidence of continuing professional growth by involvement in continuing education, peer review, and the review of protocols and procedures, and participate in, design, and/or conduct research.
10. Attend meetings as requested.
11. Demonstrate awareness of legislative issues relating to nursing practice and health care.
12. Serve as a clinical associate of the Department of Nursing, thus supporting the learning and practice of students through such activities as case discussions, resource identification, and assistance in the assessment and planning stages of the nursing care plan.
13. Serve as a role model for students.
14. Direct other employees of College Health Services, Registered Nurses, student workers, nursing and medical records students, office staff, and volunteers; in the medical management of patient care.

II. Responsibilities of the Consulting Physician

1. Physician is an independent contractor.
2. Physician agrees to be on campus seeing students and consulting with RNs and APRN a minimum of two (2) hours per week—currently scheduled during the Spring and Fall semesters: three (3) Mondays per month at Butler of El Dorado, and one (1) Monday per month at Butler of Andover. Both parties agree to modify schedule as needed to meet the Health Services needs and medical emergencies in the Physician's practice.
3. Physician agrees to maintain their own professional malpractice insurance in an amount no less than two million (\$2 million) dollars and includes Butler Community College as an additional insured under said policy.
4. Physician acknowledges that they are an independent contractor and as such is not entitled to College employee benefits, including workers' compensation.
5. The agreed upon compensation for the Physician is seven thousand dollars (\$7,000.00) annually, payable \$3500.00 on or before December 31, 2021 and the balance on or before May 31, 2022.
6. Physician is responsible for any and all tax consequences of the payments provided for his independent contractor services.
7. This agreement shall become effective on the date accepted and shall continue in effect until terminated by either party on thirty days written notice. In the event of termination prior to the end of a semester the amount payable will be pro-rated for services rendered.
8. BCC reserves the right to terminate this agreement immediately in the event the Physician fails or refuses to perform the agreed upon responsibilities.
9. Physician agrees to be available for calls from APRN, and/or RN and staff, for consultation and referrals in addition to the two hours on campus providing professional medical treatment and consultation required by College Health Services students.
10. Physician agrees to indemnify the Butler Community College from any and all liability arising from Physicians actions.

III. Provisions for Referral and Consultation

Registered Nurses are educationally prepared to determine when consultation or referrals are necessary in the primary care setting. They are responsible for obtaining and documenting consultations and the resulting care plans in the chart.

Consultation options consist of telephone contact with the physician, on site discussion or on site examination of the client by the physician. Clients can be referred to the collaborating physician's office or the local emergency room. Options are selected based upon the urgency and complexity of the presenting problem. If the advanced practice nurse is unsure of the appropriate disposition, she is to consult with the physician regarding this matter.

No medical specialists are on staff at the College Health Services. Referrals to providers in the community are made by the RN in collaboration with the physician if the RN feels this is necessary.

Services provided off-campus by the contracted Physician are to be billed as separate from the annual compensation package previously outlined.

IV. Coverage for Emergency Absence of the APRN or RN

At any time when there is no RN or APRN on site clients are directed to contact the campus security department. That department will obtain emergency transport to the local hospital if necessary. Home telephone numbers of the director of the clinic are on file with key college personnel.

V. Coverage for Emergency Absence of the Physician

In the case of emergency absence of the collaborating physician, the RN will contact one of the other consulting physicians for the College Health Services or the physician colleague designated to cover for the absent physician.

VI. Resolution of Disagreement Between the APRN and Collaborating Physician Concerning Diagnosis and Treatment

Should disagreement arise between the APRN and the collaborating physician regarding diagnosis or treatment, one or more of the following means for resolution shall be followed. Such disagreement shall be communicated to the patient and documented by the APRN in the patient's chart. The physician shall be given the opportunity to speak to the patient or the patient's family directly in order to fully explain the treatment options.

Mechanisms to be used to resolve conflict are:

1. Consult with other physician and/or APRN colleagues affiliated with the clinic.
2. Refer to current professional literature (journals, research, and texts) appropriate to the area in question.
3. Consult with a specialist in the problem area.

VII. Review of Client Records by Collaborating Physician

Chart review with the collaborating physician occurs during each on-site visit by the physician. Client records are available at all times for physician review. Physicians are scheduled to be on campus at least once weekly or every other week, while classes are in session. It is the responsibility of the RN to bring to the attention of the collaborating physician any cases which may be in question or where the expected clinical course is not resulting from initial treatment attempts.

VIII. Enforcement of Collaborative Agreement

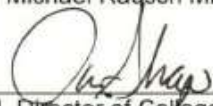
The enforcement and monitoring of compliance with the guidelines of this document are vested with Bill Rinkenbaugh, Vice President of Student Services, Dr. Kimberly Krull, College President. Any complaints or failure of compliance with these guidelines should be brought to their attention for review and follow-up.

The parties agree to these terms and conditions for the term of the agreement unless modified in writing by all parties.

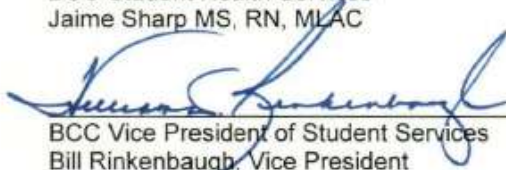
This agreement entered into the date and year stated below:


Physician Signature
Dr. Michael Rausch MD

6/7/2021
Date


RN, Director of College Health
BCC Student Health Services
Jaime Sharp MS, RN, MLAC

6/7/2021
Date


BCC Vice President of Student Services
Bill Rinkenbaugh, Vice President

6/11/2021
Date


Butler Community College
Dr. Kimberly Krull, College President

6/14/2021
Date

TOPIC for ACTION

MOA between Butler Community College and the Local Area Iv Workforce Development board and Local Area IV Eligible Education/Training/Apprenticeship Providers

REPORT:

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

RECOMMENDED ACTION:

This MOA is designed to serve as a record of the relationship of the signatories from July 1, 2021 to June 30, 2022 unless modified by partners.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Peggy Krause, Curriculum and Catalog Director
Supervisor:	Lori Winningham, Vice President of Academics
Date:	June 1, 2021

Local Workforce Development Area IV

MEMORANDUM OF AGREEMENT

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

I. PURPOSE OF MEMORANDUM OF AGREEMENT

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

B. PERIOD OF RELEVANCE: This MOA is designed to serve as a record of the relationship of the signatories from July 1, 2021 until June 30, 2022 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature. A review will be conducted annually for modification and/or amendment. Upon agreement by the parties, the MOA will be renewed for each Program Year based on annual reviews and subsequent modification and/or amendment.

II. INTRODUCTION/BACKGROUND

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

III. PARTIES TO THE MEMORANDUM OF AGREEMENT

A. The Local Area IV Workforce Development Board and

are the Parties to this Memorandum of Agreement.

*Butler Community
College*

B. AMENDMENTS:

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

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

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

C. MISCELLANEOUS:

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

IV. TERMS OF THE AGREEMENT:

A. The Local Area IV Workforce Development Board agrees:

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

B. Butler Comm College agrees:

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

For Dr. Kimberly W. Knell 6/1/2021
Butler Community College Date

For the LWDB

Date

PERSONNEL

TOPIC for ACTION
Resignation

REPORT:

Sarah Flora, full-time Nursing Instructor, has submitted her notice of resignation effective July 31, 2021. Sarah has been a full-time employee of Butler Community College for 7 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Sarah Flora.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Shelley Stultz
Supervisor:	Dr. Kim Krull
Date:	June 29, 2021

Sarah Flora
3608 N Crest Ct
Wichita, KS 67226

June 21, 2021

Dr. Caleb Ediger
Butler Community College
901 Haverhill Rd
El Dorado, KS 67042

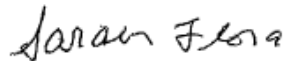
Dear Dr. Ediger,

Please accept this letter as formal notification that I am resigning from my position as the Clinical Learning Center Facilitator with Butler Community College. My last day will be July 31, 2021.

Thank you so much for the opportunity to work at Butler Community College for the past 7 years. I have learned so much about simulation, item writing, and teaching strategies, all of which I will take with me throughout my career.

I wish the company continued success, and I hope to stay in touch in the future.

Sincerely,

A handwritten signature in black ink that reads "Sarah Flora". The signature is written in a cursive, flowing style.

Sarah Flora

TOPIC for ACTION
Full Time Biology Instructor

REPORT:

Dr. Randolph Whitely is recommended for the Biology Instructor position for the 2021-2022 academic year. Dr. Whitley holds a Bachelor of Science in Physiology from U.C. Davis, a Master of Business Administration from Wichita State University, and Doctor of Medicine from the University of Kansas. He is a Colonel in the Air National Guard and serves as the Medical Group Commander at the 138th Fighter Wing in Tulsa, Oklahoma. While Dr. Whitely has no formal teaching experience, as a physician for over 25 years he has done patient education while practicing medicine. We are excited to have Dr. Whitley as a member of our biology faculty and believe his experience and expertise will serve Butler Community College students well.

RECOMMENDED ACTION:

Recommendation of approval of Dr. Randolph Whitely as a Full Time Instructor of Biology for the 2021-2022 academic year at a salary of \$46,210 plus full benefits. This position fills the vacancy left when Michael Heffron retired.

RECOMMENDED FUNDING SOURCE:

This position is funded from the Biology department general fund budget.

Submitted by:	Shannon Covert, Associate Dean of Science, Technology, Engineering, and Math
Supervisor:	Mel Whiteside, Dean of Science, Technology, Engineering, and Math
Date:	June 25, 2021

TOPIC for ACTION
Full Time Physics/Physical Science Instructor

REPORT:

Dr. Anne Gillis is recommended for the Physics/Physical Science Instructor position for the 2021-2022 academic year. Dr. Gillis holds a Bachelor of Science in Physics, a Bachelor of Education in Physics and Chemistry Instruction, a Master of Science in Chemical Physics, and Doctorate of Philosophy in Nuclear Physics all from Queen's University. Anne has experience teaching both at a university and at a community college. Anne has been teaching for Butler Community College for the last 18 years as either an adjunct or a full-time faculty member. We are excited to have Dr. Gillis back at Butler Community College in a full-time capacity.

RECOMMENDED ACTION:

Recommendation of approval of Dr. Anne Gillis as a Full Time Instructor of Physics/Physical Science for the 2021-2022 academic year at a salary of \$52,210 plus full benefits. This is a new position.

RECOMMENDED FUNDING SOURCE:

This position is funded from the Physics department general fund budget.

Submitted by:	Shannon Covert, Associate Dean of Science, Technology, Engineering, and Math
Supervisor:	Mel Whiteside, Dean of Science, Technology, Engineering, and Math
Date:	June 15, 2021

TOPIC for ACTION
Temporary Full Time English Instructor

REPORT:

Amanda Hash has been selected as Temporary Full Time English Instructor for the fall 2021 term. She will replace Jim Buchhorn, who will be on sabbatical, and will teach English Composition at Butler of El Dorado and Online. Ms. Hash's qualifications include a Masters of Fine Arts in Creative Writing from Wichita State University and a Bachelors in Secondary Education from Missouri Western State University. She has experience in teaching English at Butler and Wichita State.

RECOMMENDED ACTION:

I request approval of Amanda Hash as a Temporary Full Time English Instructor for one semester at a salary of \$22,855 plus full benefits.

RECOMMENDED FUNDING SOURCE:

General Fund

Submitted by: Dr. Susan Bradley, Dean of Humanities and Social Sciences
Supervisor: Lori Winningham, Vice President of Academics
Date: June 17, 2021

SUPPLEMENTAL INFORMATION

Office of Research and Institutional Effectiveness

215 BOE

(316) 322.3338



Metric	Description	Latest Performance	Last Updated for BOT	Previous Three Years	Validation Source
Retention	Percentage of incoming first-time full-time degree/certificate seeking students from the first fall who continue to the next fall. Cohort members who graduate within a year are excluded from the calculation.	60% (Fall 2019 Cohort)	04/2021	60 % (Fall 2018), 60 % (Fall 2017), 60 % (Fall 2016)	IPEDS Fall Enrollment Collection/US Dept of Education
Graduation Rate and Transfer Rates	Percentage of incoming first time full time degree/certificate seeking students who graduate or transfer to a 4 year institution within three years of starting at Butler	28 % Graduation Rate/26 % Transfer Rate (Fall 2017 Cohort)	01/2021	26 % Graduation/30 % Transfer (Fall 2016 Cohort); 26 % Graduation/26 % Transfer (Fall 2015 Cohort); 23 % Graduation/29 % Transfer (Fall 2015 Cohort)	IPEDS Graduation Rate 150 Collection/US Dept of Education
Transfer GPA and Hours	Aggregate GPA and accepted transfer credit hours of Butler students who leave to transfer to any of the public universities in Kansas	3.24 & 50.2 hours (Fall 2019 cohort)	03/2021	3.22 & 49.9 hours (Fall 2018), 3.20 & 48.7 hours (Fall 2017); 3.21 & 47.0 hours (Fall 2016)	Kansas Board of Regents KHESTATs Transfer Tab
CTE Placement	Self-reported job placement of technical program concentrators & completers	76% (AY 2020)	04/2021	76.3 % (2019), 77.64 % (2018), 70.54 % (2017)	Kansas Board of Regents AY Follow Up Collection
Completions	Number of associate degrees and certificates granted by the institution	1446 (AY 2020)	10/2020	1513 (AY 2019), 1496 (AY 2018), 1436 (AY 2017)	Kansas Board of Regents AY Completions File

THANK YOU NOTES

Dr. Krull,
Thank you so much for the clock. I have enjoyed my last 15 years at Butler. It truly was a great place to work. I appreciate the Board of Trustees and your thoughtfulness.
Lori Llewellyn

Dear Butler Community College,
Thank you so very much for awarding me an academic and a presidential scholarship! You have blessed me and my family in countless ways! I am so excited to start college with you in the fall. God Bless!
- Rolanda Gerber

Thank you for supporting our 2021 El Dorado Golf Classic. People like you allow us to meet the needs of our community.

Sincerely,
Amber W

Thank you for being a great partner!

Matt E.
El Dorado YMCA

Dr. Krull,
Thank you for your kind invitation to the Junior Achievement Business Hall of Fame awards banquet. It was a pleasure to join you and others in support of Scott Redler and other nominees.
With sincere appreciation,
Greg and Carol Cole

Dear Board of Trustees & Stock-holders of Butler Community College,
Thank you for celebrating my retirement with the generous gifts of a personalized clock & the lifetime activity pass. I have truly enjoyed working at Butler and would not have traded the last 18 years to working anywhere else, so thank you for the opportunity.
With much appreciation,
Lana Ryan

Our sincerest thanks for your support of the 2021 El Dorado Main Street's Steak Bonanza. You helped to make it a great success! Thank you for being a part of the work to serve our Historic Downtown...the heart of El Dorado.
Emily Connell
El Dorado Main Street

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
JULY – AUGUST**

July Board Finance Committee	Tuesday, July 13, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
July Board Meeting	Tuesday, July 13, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
Special Board Meeting - Notice of Public Hearing	Monday, July 26, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
August Board Finance Committee	Tuesday, August 10, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
August Board Meeting	Tuesday, August 10, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
August Work Session	Monday, August 23, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

2020-2021 Board Meeting Dates

Tuesday, July 13, 2021
 Tuesday, August 10, 2021
 Tuesday, September 14, 2021
 Tuesday, October 12, 2021
 Tuesday, November 9, 2021
 Tuesday, December 14, 2021
 Tuesday, January 11, 2022
 Tuesday, February 8, 2022
 Tuesday, March 8, 2022
 Tuesday, April 12, 2022
 Tuesday, May 10, 2022
 Tuesday, June 14, 2022
 Tuesday, July 12, 2022

LOOKING AHEAD

September Board Finance Committee	Tuesday, September 14, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
September Board Meeting	Tuesday, September 14, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
September Work Session	Monday, September 27, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
October Board Finance Committee	Tuesday, October 12, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
October Board Meeting	Tuesday, October 12, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
October Work Session	Monday, October 25, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Spring 2021 ACTIVITY CALENDAR

Summer Semester Ends	Fri, July 30
New Faculty Institute	Aug 4-6
New Adjunct Orientation	Sat, Aug 14
Professional Development Days	Aug 9-13
First Day of Fall Classes	Mon, Aug 16

ADJOURNMENT

MOTION: By _____

Chair Lechtenberg I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

MEETING ADJOURNED @ _____ **A.M.**