

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE 2021 LEGAL BUDGET HEARING
and REGULAR BOARD MEETING
Tuesday, August 10, 2021, 4:30 p.m.– Dankert Board Room
Meeting Recording can be viewed at <https://youtu.be/GKnGt-aNXDQ>**

ATTENDANCE

Kim Krull
Bill Rinkenbaugh
Caleb Ediger
Tom Borrego
Alisa Ehrlich
Miles Erpelding
Julio Guerrero
Kim Jackson
Matt Jacobs
Jonn Laffen
Josh Lebeda
Stephen Mills
Esam Mohammad (Z)

Bill Young
Lori Winningham
Kent Williams
Lynn Umholtz
Ireland Turner
Shelly Stultz
Phil Speary (Z)
Kelly Snedden
Terry Sader
Heather Rinkenbaugh
Jessica Ohman (Z)
Tom Nevill

BOARD ATTENDANCE

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

GUESTS

Vince Haines
Ray Connell
Kim Braungardt

LEGAL BUDGET HEARING

Chair Lechtenberg opened the public hearing for the 2021-2022 Legal Budget of Butler Community College. Chair Lechtenberg introduced himself, other Trustees and other Administrative personnel present: Mary Martha Good, Doug Law, Forrest Rhodes, Julie Winslow, Jim Howell, Shelby Smith (Z), President Kim Krull, Dean Heather Rinkenbaugh, Kim Jackson and other Butler Administration, Faculty and Staff.

Chair Lechtenberg explained the budget process noting that several months ago Butler began with individual recommendations from department heads, which were reviewed by our budget officers and our administration. In conjunction with parameters set by the Board of Trustees, the Administration developed a preliminary budget that was presented to the Board of Trustees. Several updates were provided and discussed.

In a Special Meeting held on July 26, 2021, the Board of Trustees voted to pass the Notice of Public Hearing, setting the budget at \$87,339,894. The local tax dollars to be levied are \$12,928,138. The legal budget provides the college with the ability to increase its expenditure budget in order to address a significant unanticipated expense in a timely fashion.

The Public Notice was published in the college's official publications and the public hearing was set for 4:30 p.m. today, August 10, 2021, in the Dankert Board Room of the Hubbard Welcome Center at Butler of El Dorado.

Chair Lechtenberg opened the meeting to hear public comments on the 2021-2022 Legal Budget for Butler Community College from individuals who were present in the room or via Zoom, who wanted to speak concerning the budget. The public was asked hold their comments to five minutes or less per person. For those speaking via Zoom, Heather Rinkenbaugh managed the technology and admitted each participant into the Board Zoom room to speak. The public in attendance was asked to submit a public comment request card to Heather Rinkenbaugh, and asked to limit their comments to five minutes. Each person was asked to announce their name and address before beginning their comments. Chair Lechtenberg noted the Board would not participate in any discussion or take any action during the public comment portion of the meeting.

Kim Braungardt of Augusta introduced herself to the Board. She is running for the Board of Trustees this fall and wanted to familiarize herself with the process of the Butler Community College budget approval. She also previously served on the Augusta School Board. Her concern was from the view point of a property owner, real estate appraiser and owner of multiple commercial and personal properties in Augusta. She felt that the tax base was a huge disadvantage in her community.

No other public comment was offered.

Chair Lechtenberg adjourned the public hearing at 4:45 p.m. and immediately called the Regular Board Meeting of August 10, 2021 to order.

EXECUTIVE SESSION

Trustee Good moved that the Board recess into executive session for a period no longer than 45 minutes, for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and to include President Kim Krull, Ray Connell, Shelley Stultz and Dr. Tom Nevill; and contractual matters of employee/employer negotiations to include the Board, President Kim Krull, Ray Connell, Alisa Ehrlich, Shelley Stultz, Kent Williams, Bill Rinkenbaugh and Dr. Phil Speary. Trustee Rhodes seconded. The motion passed unanimously with a roll call vote. The Board entered into Executive Session at 4:50 p.m. The Board returned to Open Session at 5:35 p.m. No Action was taken.

Approval of the FY 2022 Budget

At the July 26th Special Board Meeting the trustees reviewed the FY2022 legal and operating budget recommendations made by the college administration. The Board approved publication of the Notice of Public Hearing with the amount of taxes to be levied of \$12,928,138 and the maximum expenditure of \$87,339,894 as shown in detail on the attachment.

Trustee Smith moved that the proposed budget be amended as follows:

- Set the Legal Budget at \$12,500,000
- Set the Maximum expenditures at \$86,911,759

Trustee Winslow seconded. The motion failed in a roll call vote as follows:

- Nay – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Chair Lechtenberg and Jim Howell
- Yea – Julie Winslow and Shelby Smith

Trustee Law moved that the legal budget for 2021-2022 be approved as published with the amount of taxes to be levied for the General Fund of \$12,928,138 and the total expenditure budget for all funds of \$87,339,894. Trustee Good seconded. The motion passed in a roll call vote as follows:

- Nay – Julie Winslow and Shelby Smith
- Yea – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Chair Lechtenberg and Jim Howell

Trustee Law moved that the Operating Budget expenditures for 2021-2022 be approved as provided to the board of trustees in the 2021/2022 Administrative Budget Recommendation document that was presented to the board on July 26, 2021 with the amount of budgeted expenditures of \$56,197,706. Trustee Good seconded. The motion passed in roll call vote as follows:

- Nay – Julie Winslow and Shelby Smith
- Yea – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Chair Lechtenberg and Jim Howell

**NOTICE OF PUBLIC HEARING
2021-2022 BUDGET**

The governing body of Butler Community College, Butler County, will meet on August 10, 2021, at 4:30 pm, at the Dankert Board Room of the Hubbard Welcome Center for the purpose of answering objections of taxpayers relating to the proposed use of all funds, and the amount of tax to be levied, and to consider amendments. Detailed budget information is available at the office of the Vice President for Finance and will be available at this hearing.

BUDGET SUMMARY

The Expenditures and the Amount of 2021 Tax to be Levied (as shown below) establish the maximum limits of the 2021-2022 budget. The "Est. Tax Rate" in the far right column, shown for comparative purposes, is subject to slight change depending on final assessed valuation.

	2019-2020		2020-2021		Proposed Budget 2021-2022		
	Actual Expend. & Transfers	Actual Tax Rate*	Actual Expend. & Transfers	Actual Tax Rate*	Budgeted Expend. & Transfers	Amount of 2021 Tax to be Levied	Est. Tax Rate*
Current Funds Unrestricted							
General Fund	44,798,000	17.409	40,453,418	16.144	62,781,700	12,928,138	15.234
Postsecondary Tech Ed	11,691,509		12,908,532		15,578,598	XXXXXXXXXX	XXX
Adult Education	448,264	0.000	416,877	0.000	531,882	0	0.000
Adult Supp Education	388,404	XXX	186,893	XXX	506,075	XXXXXXXXXX	XXX
Motorcycle Driver	6,630	XXX	1,950	XXX	10,000	XXXXXXXXXX	XXX
Truck Driver Training	0	XXX	0	XXX	0	XXXXXXXXXX	XXX
Auxiliary Enterprise	5,416,145	XXX	4,250,237	XXX	6,731,639	XXXXXXXXXX	XXX
Plant Funds		XXX		XXX		XXXXXXXXXX	XXX
Capital Outlay	1,280,000	1.927	1,412,167	1.863	1,200,000	0	0.000
Bond and Interest	0		0		0	0	0.000
Special Assessment	0		0		0	0	0.000
No Fund Warrants	0		0		0	0	0.000
Revenue Bonds	0	XXX	0	XXX	0	XXXXXXXXXX	XXX
Total All Funds	64,028,953	19.336	59,630,073	18.007	87,339,894	XXXXXXXXXX	15.234
Total Tax Levied	14,970,476		14,420,324		XXXXXXXXXX	12,928,138	
Assessed Valuation	774,228,168		800,817,691		848,646,612		
Revenue Neutral Rate							

	Outstanding Indebtedness, July 1		
	2019	2020	2021
G.O. Bonds			
Capital Outlay Bonds	3,200,000	1,285,000	645,000
Revenue Bonds			
No-Fund Warrants			
Temporary Notes			
Lease Purchase Principal	15,868,202	14,719,734	13,668,869
Total	19,068,202	16,004,734	14,313,869

* Tax Rates are expressed in mills.

 Board Chair
Signature and Title

APPROVAL OF AGENDA

Trustee Smith moved that the agenda be amended as follows:

- Move the Butler Service Center Lease Agreement to Action Items for discussion and approval

Trustee Winslow seconded. The motion was approved unanimously in a roll call vote.

Trustee Winslow moved that action item A. Vacation Policy Revision be removed from the agenda for review and vote at a later meeting. Trustee Smith seconded. The motion failed in a roll call vote as follows:

- Nay – Mary Martha Good, Doug Law, Forrest Rhodes, Chair Lance Lechtenberg and Jim Howell
- Yea – Julie Winslow and Shelby Smith

Trustee Law moved that the Board approve the agenda as amended. Trustee Good seconded. The motion passed with a unanimous roll call vote.

AUGUST BOARD RECOGNITIONS

- Critical Incident Management Team
- Trustee Forrest Rhodes – Birthday, August 1st

MONITORING REPORTS

Faculty Report – Dr. Terry Sader reported that Faculty Professional Development Days began on Monday, August 9. This is an important time for faculty to learn about things happening at the college generally, but also for faculty to get together with one another to talk about specific issues they have. In the breakout sessions they share about these issues, specific problems seen with students and in the classroom. Faculty trade advice and listen to each other about new software and other technology or training needs. The Faculty appreciates this week and opportunities, but especially look forward to getting back to the classroom with the students in a post-pandemic world.

Operational Staff Report – Lisa Bolin reported that Operational Staff is excited to have students back on campus and to return to a somewhat normal routine. The first Op Staff event for the year will be the student welcome tables, featuring snacks and bottled water, during the first two days of the fall semester. Informational fliers, maps and promotional Butler items will also be available. The welcome tables will be staffed by Operational Staff, Administration and Faculty members. The benefit of the welcome tables is that they help settle the nerves of new students and gives them an extra place to ask for help. The next Operational Staff meeting will be Thursday, September 16.

Board Finance Committee – Trustee Smith noted that Kent Williams planned to go over financial information later in the Board meeting.

Foundation Board Report – Trustee Rhodes reported that the Foundation Board will meet later this month and a report will be provided at the September Board Meeting.

President's Report – Dr. Krull provided an update on the Kansas Promise Act and stated that the Financial Aid Office is working hard on the applications they have received. There are seventeen students who have been awarded funding at this point; there are an additional thirteen students who have pending final paperwork; and there are 39 students who are still working to complete applications. The funds for these awards are distributed for the fall semester and at the same time funds are encumbered to be awarded in the spring semester.

Dr. Krull reiterated what Dr. Sader said about welcoming everyone back to campus.

There are COVID protocols in place similar to practices observed in April and May when the summer protocols were established.

- College Health is the point person/people for concerns, and support of students, faculty and staff
- Masks are highly recommended
- Following the CDC guidelines
- Disinfecting protocols
- Promoting frequent hand washing
- Encouraging students and staff to stay home if they aren't feeling well. Students should connect with instructors to advise why they are absent
- COVID Testing and contact tracing provided by College Health. They will also provide tracking numbers
- Students with questions about potential accommodations due to health considerations or other issues are directed to Disability Services
- Engaging Human Resources if needed
- Updated web site
- Critical Incident Management Team continuing to meet regularly to stay aware of what is happening in the county, state and nation

Dr. Krull requested the Board allow the CIMT to make day-to-day operational decisions if the college needs to pivot quickly as is in the best interest of students and staff. CIMT would keep the Board informed on the decisions made by the team.

President Krull stated that there are mixed protocols across the state educational institutions on what is being asked of students and staff, including requiring masks, highly recommending masks, and requiring vaccinations for athletes or residence hall residents. Butler is not requiring students or employees to be vaccinated; students in Nursing and Allied Health will have to follow through on vaccination protocols based on clinical site agreements (with waiver for religious or health concerns.) Butler is asking the students living in the residence halls to provide proof of all vaccinations (with waivers for religious or health concerns.)

Tom Borrego introduced Dr. Julio Guerrero, the new Dean of Health, Education and Public Services. Dr. Guerrero comes to Butler from San Antonio where he served as Kinesiology Program Chair at Our Lady of the Lakes University. Dean Guerrero has prior experience as a professor and director of graduate programs at Texas Women's University.

Dr. Krull entertained questions and comments. Trustee Smith stated that he would in no way endorse a mask mandate or vaccine mandate if it comes to that point.

Trustee Winslow stated she had concerns about the two exemptions for masks or COVID vaccines and asked what steps were in place to ensure that no mistakes were made. Some clinical sites will not grant waivers and in that case, Butler would have to try to find an alternate clinical site for that student.

Educational Facilities Authority – The Authority will meet tomorrow and a report of that meeting will be given at the September Board Meeting.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

1600 Building Renovation - During the recent budget development process, the administration conveyed to the Trustees the intent to renovate the 1600 (EduCare) Building to house the College Police Department and Criminal Justice academic program.

The Capital Projects Team met on July 26 to review the progress to date on this project and identify future actions to bring about completion. The following individuals attended the meeting: Julie Winslow, Doug Law, Kim Krull, Bill Rinkenbaugh, Tom Borrego, Lynn Umholtz, Ireland Turner, Jake Kenney, Miles Erpelding, Vince Haines, and Kent Williams.

The Capital Projects Team provided information on the scope of the renovation, the estimated cost and sources of funds, and the Board of Trustee approval process. The administration intends to seek board approval in September to put the project out for bids.

The following documents were prepared by Vince Haines of Gravity Works Architecture:

- Scope of Work
- Project cost estimate
- Proposed floor plan.

Butler Community College
1600 Building
Public Safety Renovation
July 08, 2021

Scope of Work Outline

Reception

Install security glass and door at reception counter

Kitchen

Replace countertop

Remove appliances

New flooring

Paint

Appliances have been removed.

Repair roof at hood removal

Convert the four child-care classrooms on west into two training rooms

Remove divider walls

Remove two toilet rooms

Remove ceiling and soffit associated with toilet rooms and wall divider

Patch and repair walls and floors

Paint walls

Install new ceiling

Install new LED lighting

Install new flooring

Adjust HVAC for room appropriate room circulation

TV mount and connectivity on 2 walls

Convert two child-care classrooms on the east into a classroom and 2 offices

Remove divider wall and infill with new wall

Remove two toilet rooms

Remove ceiling and soffit associated with toilet rooms and wall divider

Patch and repair walls and floors

Construct new office walls with door and finishes

Paint walls

Install new ceiling

Install new LED lighting

Install new flooring

Adjust HVAC for room appropriate room circulation

Provide electrical and data for offices

Convert two child-care classrooms on east into college classrooms

Gravity::Works Architecture
El Dorado, KS

- Remove divider wall and infill with new wall
- Remove two toilet rooms
- Remove ceiling and soffit associated with toilet rooms and wall divider
- Patch and repair walls and floors
- Paint walls
- Install new ceiling
- Install new LED lighting
- Install new flooring
- Adjust HVAC for room appropriate room circulation

Full building

- Replace Furnaces that are 25+ yrs old with new high efficiency units
- Adjust duct work and fresh air per current code compliance
- LED lighting

Exterior

- Concrete sidewalk repair at entry
- Remove playground equipment
- Grading and grass/landscaping in reclaimed playground
- Area drains at east or regrade

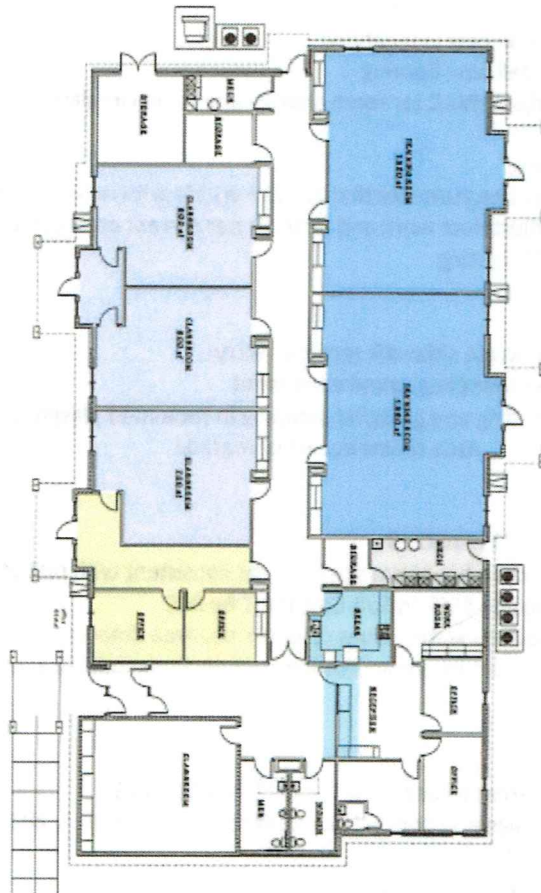
PER 07/08/21 MEETING

- Update fire alarm system to be consistent with rest of campus
- Include \$50k in Soft Cost for IT by BCC
- Address water issues on east side. Area drain or grading
- Occupancy sensor lighting controls in remodeled area and exist CR

Timeline

1. Present to board on Tuesday, July 13, 2021
2. Design and construction drawings due by Sept 1, 2021
3. Bidding by Sept 22
4. October 2021 Board approval
5. April 1 occupancy

1 PROPOSED FLOOR PLAN RENOVATION



SCOPE OF WORK

EXISTING CONDITIONS

Existing building structure and interior finish conditions. Existing building structure and interior finish conditions. Existing building structure and interior finish conditions.

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GRAVITY+WORKS
ARCHITECTURE

101 E. Main Street, Suite 200, El Dorado, KS 66604
Phone: (781) 221-4744
www.gravityworksarchitect.com

1600 BUILDING RENOVATION
BUTLER COMMUNITY COLLEGE
901 S HAVERHILL RD
EL DORADO, KS

DATE: 11/11/14
DESIGNED BY: GRAVITY+WORKS ARCHITECTURE
DRAWN BY: GRAVITY+WORKS ARCHITECTURE
CHECKED BY: GRAVITY+WORKS ARCHITECTURE
DATE: 11/11/14

**Project Estimate
BCC 1600 Building Renovation
Public Safety
July 8, 2021**

HARD COSTS

Building Renovation			
Estimate Construction	\$	536,642.44	
Construction Contingency	10%	\$ 47,150.00	<input type="checkbox"/>

Total \$ 583,792.44

SOFT COSTS

Design and Engineering	8%	\$ 46,703.40	Architectural/Structural/Mechanical/Electrical engineering (not including Civil)
Civil Engineering		\$ -	
Environmental and Geotechnical services		\$ -	
Printing / Reimbursable		\$ -	
Building Permit / Plan Review		\$ -	Included in Construction
I.T.		\$ 50,000.00	
Furniture, Fixtures & Equipment (FF&E)		\$ 50,000.00	
Project Contingency	10%	\$ 58,379.24	
Bonding and Insurance		\$ 5,637.92	
Sales Tax		\$ -	
Financing Costs and Attorney Fees		\$ -	

Total \$ 210,920.56

TOTAL HARD AND SOFT PROJECT COSTS

Estimated Project Budget \$ 794,713.00

Capital Projects and Deferred Maintenance Plan

Kent Williams provided a summary of the deferred maintenance and capital projects that will be brought to the board during the next several months for approval. The projects have been mentioned several times during the recent budget develop process. Vince Haines addressed the Board regarding the scope of work on the various projects.

Projects/Deferred Maintenance and Tentative Timelines							
Project	TFI/TFA Approval to Bid	Drawing & Spec Date	Solicit for Bids Due Date	TFA Bid Approval	Project Start Date	Project End Date	Estimated Total Cost
Electric Infrastructure	7/13/2021	7/14-8/10/2021	7/27/2021	8/10/2021	9/1/2021	3/31/2022	\$862,986
1600 Bldg	8/10-9/14/2021	9/15/2021	10/22/2021	11/9/2021	12/1/2021	4/1/2022	\$795,713
ADA (100, 500, 900, 600, BOE sidewalks)	11/9/2021	12/1/2021	12/21/2021	1/11/2022	2/1/2022	6/20/2022	\$195,000
700 Bldg Roof	2/8/2022	2/9/2022	2/21/2022	3/8/2022	5/28/2022	8/10/2022	\$184,536
300 HVAC Upgrade	10/12/2021	10/13/2021	11/23/2021	12/14/2021	5/28/2022	8/10/2022	\$800,865
500 HVAC upgrade	10/12/2021	10/13/2021	1/24/2022	2/8/2022	3/1/2022	3/31/2023	\$2,237,220
						*TOTAL ESTIMATED COST	\$5,076,320
*Source of Funds: Indirect HEERF Designated Account							

BOARD ACTION ITEMS

Vacation Policy Revisions for Part-time Employees – The college provides a paid vacation benefit for full-time and part-time employees. Part-time employees working in a classified position working 20-29 hours per week earn vacation on a prorated basis. The current policy does not prorate the vacation hours in equal proportion to the full-time equivalent employee. The administration is proposing to change the accruals for part-time employees to be more equitable with the full-time accruals:

Full Time employee = 100% accrual rate
20-hour employee 50% accrual rate
25-hour employee 62.5% accrual rate
28-hour employee 70% accrual rate

The recommended changes to the vacation policy are listed below. Policy language to be deleted/removed is shown with a strike through. New language is shown in bold.

Vacation

Administrative/Institutional Support Employees

New full-time Administrative/Institutional Support employees of the College shall receive 136 hours (17 days) of paid vacation per year. After two years of continuous service, employees shall receive 176 hours (22 days) of paid vacation each year. Full-time Administrative/Institutional Support employees may accumulate forty hours (5 days) vacation per year for each year of service up to a maximum of 360 hours (45 days). Years of service will follow the employee when determining leave accruals if ~~he/she~~ **they** moves from an operational staff position to an administrative/institutional support position.

When an Administrative/Institutional Support employee terminates ~~his/her~~ **their** service during a ~~contract~~ **fiscal** year, vacation for that year will be calculated on a pro-rata basis. Any unused **pro-rated** vacation for the ~~contract~~ **fiscal** year will be added to the employee's final paycheck. **If a terminating employee has used leave time before it is earned, the leave time must be paid back to the college upon termination.**

Part time administrative/institutional support employees will receive vacation based on the following schedule:

20 Hour Employees

- Less than two years of service receive 20 ~~68~~ hours per year with a maximum accumulation of 30 hours
- **After two years of continuous service employees shall receive 88 hours per year**
- **Part-time Administrative/Institutional Support employees may accumulate twenty hours (2.5 days) vacation per year for each year of service up to a maximum of 180 hours (22.5 days)**
- ~~Two years to six years of service receive 24 hours per year with a maximum accumulation of 36 hours~~

- ~~Six years to ten years of service receive 28 hours per year with a maximum accumulation of 42 hours~~
- ~~Greater than ten years of service receive 32 hours per year with a maximum accumulation of 64 hours~~

25 Hour Employees

- Less than two years of service receive 25 **85** hours per year with a maximum accumulation of 37.50 hours
- **After two years of continuous service employees shall receive 110 hours per year**
- **Part-time Administrative/Institutional Support employees may accumulate twenty-five hours (3 days) vacation per year for each year of service up to a maximum of 225 hours (28 days)**
- ~~Two years to six years of service receive 30 hours per year with a maximum accumulation of 45 hours~~
- ~~Six years to ten years of service receive 35 hours per year with a maximum accumulation of 52.50 hours~~
- ~~Greater than ten years of service receive 40 hours per year with a maximum of 80 hours~~

28 Hour Employees

- Less than two years of service receive 30 **96** hours per year with a maximum accumulation of 45 hours
- **After two years of continuous service employees shall receive 120 hours per year**
- **Part-time Administrative/Institutional Support employees may accumulate twenty-eight hours (3.5 days) vacation per year for each year of service up to a maximum of 252 hours (31 days)**
- ~~Two years to six years of service receive 36 hours per year with a maximum accumulation of 54 hours~~
- ~~Six years to ten years of service receive 42 hours per year with a maximum accumulation of 63 hours~~
- ~~Greater than 10 years of service receive 48 hours per year with a maximum accumulation of 96 hours~~

Operational Staff

Full-time operational staff employees will earn vacation according to the following schedule:

- Less than two years of service earn 6.67 hours of vacation per month (totals 80 hours per year or 10 days)
- Two years to six **five** years of service earn 11.33 hours of vacation per month (totals 136 hours per year or 17 days)
- Six years to ten years of service earn 12.67 hours of vacation per month (totals 152 hours per year or 19 days)
- Greater than ten years of service earn 14.67 hours of vacation per month (totals 176 hours per year or 22 days)

Full-time Operational Staff employees may accumulate forty hours (5 days) vacation per year for each year of service up to a maximum of 360 hours (45 days)

Maximum accumulations will be in accordance with the following schedule:

- ~~Less than two years of service may accumulate up to a maximum of 120 hours (15 days)~~
- ~~Two years to five years of service may accumulate up to a maximum of 200 hours (25 days)~~
- ~~Six years to seven years of service may accumulate up to a maximum of 216 hours (27 days)~~
- ~~Eight years of service may accumulate up to a maximum of 240 hours (30 days)~~
- ~~Nine years to ten years of service may accumulate up to a maximum of 272 hours (34 days)~~
- ~~Greater than ten years of service may accumulate up to a maximum of 320 hours (40 days)~~

Part-time operational staff employees will earn vacation according to the following schedule:

20 Hour Operational Staff Employees:

- Less than two years of service earn ~~4.67~~ **3.34** hours of vacation per month (totals ~~20~~ **40** hours per year with a maximum accumulation of 30 hours)
- Two years to six **five** years of service earn ~~2~~ **5.67** hours of vacation per month (totals ~~24~~ **68** hours per year with a maximum accumulation of 36 hours)
- Six years to ten years of service earn ~~2.33~~ **6.34** hours of vacation per month (totals ~~28~~ **76** hours per year with a maximum accumulation of 42 hours)
- Greater than ten years of service earn ~~2.67~~ **7.34** hours of vacation per month (totals ~~32~~ **88** hours per year with a maximum accumulation of 64 hours)

20 hour part-time Operational Staff employees may accumulate twenty hours (2.5 days) vacation per year for each year of service up to a maximum of 180 hours (22.5 days)

25 Hour Operational Staff Employees:

- Less than two years of service earn ~~2.08~~ **4.17** hours of vacation per month (totals ~~25~~ **50** hours per year with a maximum accumulation of 37.50 hours)
- Two years to six **five** years of service earn ~~2.5~~ **7.08** hours of vacation per month (totals ~~30~~ **85** hours per year with a maximum accumulation of 45 hours)

- Six years to ten years of service earn ~~2.92~~ **7.92** hours of vacation per month (totals ~~35~~ **95** hours per year ~~with a maximum accumulation of 52.50 hours~~)
- Greater than ten years of service earn ~~3.33~~ **9.17** hours of vacation per month (totals ~~40~~ **110** hours per year ~~with a maximum accumulation of 80 hours~~)

25 hour part-time Operational Staff employees may accumulate twenty-five hours (3 days) vacation per year for each year of service up to a maximum of 225 hours (28 days)

28 Hour Operational Staff Employees:

- Less than two years of service earn ~~2.5~~ **4.67** hours of vacation per month (totals ~~30~~ **56** hours per year ~~with a maximum accumulation of 45 hours~~)
- Two years to ~~six~~ **five** years of service earn ~~3~~ **7.92** hours of vacation per month (totals ~~36~~ **95** hours per year ~~with a maximum accumulation of 54 hours~~)
- Six years to ten years of service earn ~~3.5~~ **8.86** hours of vacation per month (totals ~~42~~ **106** hours per year ~~with a maximum accumulation of 63 hours~~)
- Greater than ten years of service earn ~~4~~ **10.26** hours of vacation per month (totals ~~48~~ **124** hours per year ~~with a maximum accumulation of 96 hours~~)

28 hour part-time Operational Staff employees may accumulate twenty-eight hours (3.5 days) vacation per year for each year of service up to a maximum of 252 hours (31 days)

~~Any payment for earned vacation which is accumulated by an operational employee upon separation shall be computed on the basis of actual working days. (Rev. 7/13)~~
(Rev. 7/21)

Trustee Law moved that Board approve the proposed changes to the vacation benefits for part-time employees. Trustee Good seconded. The motion passed unanimously in a roll call vote.

Culinary Partnership Memorandum of Understanding between Johnson County Community College and Butler Community College – The purpose of the Memorandum of Understanding (“MOU”) is to permit eligible and interested Butler Community College (“Butler”) students to take specific culinary coursework from Johnson County Community College (“JCCC”) that would qualify such student to sit for certain American Culinary Federation Education Foundation (“ACFEF”) certifications.

Trustee Rhodes moved that the Board approve the Butler – JCCC Culinary MOU as presented. Trustee Good seconded. The motion passed unanimously in a roll call vote.

**Culinary Partnership Memorandum of Understanding
between
Johnson County Community College and Butler Community College**

The purpose of this Memorandum of Understanding ("MOU") is to permit eligible and interested Butler Community College ("Butler") students to take specific culinary coursework from Johnson County Community College ("JCCC") that would qualify such students to sit for certain American Culinary Federation Education Foundation ("ACFEF") certifications.

1. Culinary Partnership

Through this MOU, the parties agree to cooperate ("Culinary Partnership") to enable Butler students, who meet the qualifications set out in Exhibit A, which is attached hereto and incorporated herein, ("Butler Students") to enroll in the JCCC Hospitality & Culinary Arts courses set out on Exhibit B, which is likewise attached hereto and incorporated herein ("JCCC courses").

As part of the Culinary Partnership, Butler and JCCC agree to undertake the following obligations:

Butler will:

- A. Communicate the Culinary Partnership opportunity to students who are eligible and may be interested to ensure sufficient participation.
- B. Assist students enrolled in the JCCC courses to find suitable placement with local businesses as required by the JCCC courses.
- C. Provide meeting space on the Butler campus for a JCCC coordinator to meet with students enrolling in the JCCC courses.
- D. Provide the annual ACFEF report to JCCC coordinator by due date specified.

JCCC will:

- A. Allow Butler students to enroll in the JCCC courses, subject to each Butler student's acceptance at JCCC, timely enrollment in the JCCC courses, and payment of all required fees.
- B. Provide a JCCC coordinator to travel to Butler and meet with Butler students enrolled in the JCCC courses.

Butler and JCCC will:

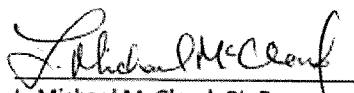
- A. Provide student support services including admissions, academic advising, library access, technical support, and other services as needed and appropriate at their respective institutions.
- B. Maintain separate academic records at each institution. The parties acknowledge that all information received, including but not limited to, student progress in a program, financial aid awards, academic records, and participation in the Culinary Partnership is protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, ("FERPA") and agree that disclosure of such information will be made only in compliance with FERPA. The parties will designate each other as a school official with a legitimate educational interest in the educational records of the Butler students enrolled in JCCC courses to the extent that access to such records is required by parties to carry out the objectives of the Culinary Partnership.

- C. Cooperate with each other, and with their common and respective students concerning the relationship between the institutions to facilitate a smooth transition from one institution to the other.
- D. Promptly communicate with each other any changes to the applicable curriculum or credit requirements that will affect this MOU. The parties acknowledge that any such changes may require renegotiation or termination of this MOU.
- E. Agree that unless otherwise identified specifically in this MOU, all Butler students who register and enroll in the courses at JCCC are subject to JCCC's policies and procedures, including the Student Financial Responsibility Statement outlined in the Student Code of Conduct.
- F. Acknowledge that once dual-enrolled, students may be eligible to receive Title IV aid through the degree granting institution, as deemed most beneficial for the student's need situation. The parties agree that if the need for a consortium agreement presents, such agreement will be executed to maintain compliance with Title IV regulations.
- G. Agree to acknowledge and recognize the Culinary Partnership through marketing and publicity methods, but shall not otherwise use the name, trade name, trademark, or any other designation of the other party, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the respective party's prior written consent in each case.
- H. The Chair of the Culinary and Hospitality program Butler and the Director of Hospitality Management at JCCC will serve as the point of contact for the administration of this MOU.


2. General Terms and Conditions

- A. The term for this MOU will be three (3) years and will commence on August 1, 2021. Following mutual, written agreement of the parties, this MOU may renew for additional terms. Either party may terminate this MOU upon six month written notice to the other party, as long as Butler students that currently enrolled in the JCCC courses will have the opportunity to complete such JCCC courses by the end of the applicable semester as determined by the JCCC Academic Calendar for such academic year.
- B. This MOU constitutes the entire MOU between the parties, and all prior discussions, MOUs and understandings, whether verbal or in writing, are hereby merged into this MOU. This MOU may be revised or modified only by written amendment when both parties agree to such amendment.
- C. Butler and JCCC agree and acknowledge that they are independent contractors, and the agents, representatives, or employees of one party shall not be considered agents, representatives, or employees of the other party. In no event shall this MOU be construed as establishing a joint venture or similar relationship between the parties hereto.
- D. It is understood by the parties that there shall be no monetary consideration paid by either party to the other.
- E. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of this MOU.
- F. If any provision of this MOU is held to be invalid or unenforceable for any reason, this MOU shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- G. Any failure of a party to enforce that party's right under any provision of this MOU shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

H. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 7-19), which is attached hereto and incorporated herein as Exhibit C.


L. Michael McCloud, Ph.D
Executive Vice President of Academic Affairs/CAO
Johnson County Community College

27 Jul 21
Date


Dr. Kimberly Krull
President
Butler Community College

7/23/21
Date

Exhibit A

Butler Students

To be eligible for the JCCC courses, Butler students must:

1. Be a current Butler student in good standing;
2. Complete and be accepted by JCCC application for admission;
3. Enroll in a minimum of one JCCC course;
4. Pay all applicable costs and fees due to both JCCC and Butler;
5. Enroll in at least one Butler culinary course.

[INSERT ADDITIONAL BCC STUDENT QUALIFICATIONS]

To register as an apprentice student must be 18 years of age or older and have a high diploma or equivalent.

Exhibit B

JCCC Courses

HMGT 281. Culinary Arts Practicum I	2 credit hours
HMGT 282. Culinary Arts Practicum II	2 credit hours
HMGT 286 Culinary Arts Practicum III	2 credit hours
HMGT 286. Culinary Arts Practicum IV	2 credit hours

Exhibit C

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 23 day of July 2021

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Electrical Infrastructure Project – At the July 2021 Board of Trustees meeting, Facilities Management reported information regarding the Butler of Eldorado Campus electrical infrastructure and Arc Flash Assessment upgrades.

Professional Engineering Consultants (PEC) reported the electrical distribution of buildings 200, 300, 400, 500, 600, 700, and 900 could fail under normal operating conditions and recommended an electrical upgrade to these buildings. In addition, the Arc Flash Assessment findings recommended upgrades to panels and breakers.

FM requested Gravity Works Architecture and PEC to design, engineer, and solicit bids for this project. The following are the electrical contractors and bids:

<u>Name</u>	<u>Bid</u>
Atlas Electric	\$ 794,100.00
Shelley Electric	\$ 1,405,000.00
A/H Electric	\$ 969,300.00
Bill's Electric	No bid

Trustee Law moved that the Board of Trustees approve Atlas Electric and project bid for the cost of \$794,100.00 with a recommendation of a 5% percent contingency of \$40,000.00, engineer and design fees of \$27,792.00 bringing the total bid for the project to \$ 861,892.00. Trustee Winslow seconded. The motion passed unanimously in a roll call vote.

BID TABULATION ELECTRICAL EQUIPMENT REPLACEMENT - EL DORADO CAMPUS BUTLER COMMUNITY COLLEGE 27-Jul-12					
Bidder	A&H Electric		Atlas Electric		Shelley Electric
ADDENDA RECEIVED	1		1		1
BASE BID	\$ 969,300.00		\$ 794,100.00		\$ 1,405,000.00
START DATE	9/27/21		9/1/21		Oct-21
COMPLETION DATE	7/9/22		3/31/22		Mar-22

Gravity::Works Architecure / PEC

PERSONNEL

Approval of Retirement for Jami Calvert – Jami Calvert, part-time Academic Advisor, submitted her notice of retirement, effective July 31, 2021. Jami has been an employee of Butler Community College for 25 years. Trustee Law moved that the Board accept the retirement of Jami Calvert. Trustee Winslow seconded. The motion passed unanimously in a roll call vote.

Approval of Retirement for Mary Moon – Mary Moon, full-time Executive Director, Community Advancement, submitted her notice of retirement, effective August 31, 2021. Mary has been an employee of Butler Community College for 33 years. Trustee Good moved that the Board accept with regrets the retirement of Mary Moon. Trustee Winslow seconded. The motion passed unanimously in a roll call vote.

Approval of Butler Service Center Lease – The Butler Service Center located at 2626 S. Rock Road, Wichita, KS leases from Granite Mountain, LLC and has extended the lease to two years at the rate of \$21,660.00 annually or \$1,805.00 monthly beginning 08/01/21 and ending 07/30/23. The Lease includes trash service. The Lease Agreement follows:

AGREEMENT FOR LEASE

This Lease made and entered into by and between **Granite Mountain, LLC** (herein Lessor) and **Butler County Community College** (herein Lessee).
WHEREAS, Lessor is the owner of real property (Leased Premises) located at
2626 S. Rock Road, Suite # 116-118 Wichita, Sedgwick County, Kansas 67210.

Therefore, in consideration of the rentals, covenants and mutual agreements and considerations by and between the parties hereto, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described Leased Premises upon the following terms and conditions:

1. **TITLES AND DESCRIPTIONS**

LESSOR:	Granite Mountain, LLC
LESSEE:	Butler County Community College
LEASED PREMISES:	2626 S. Rock Road, Suite# 114
SQUARE FOOTAGE:	2800
LEASE START DATE:	September 1, 2021
LEASE TERMINATION DATE:	August 30, 2023
LEASE TERM:	2 Years
MONTHLY RENTAL:	\$1850.00

All Rent is due and payable to: Granite Mountain, LLC On or before the 1st day of each new month.

The above titles and descriptions are for convenience purposes only and identify the fundamental Lease provisions. In the event of any conflict between the above provisions and any terms or conditions of the Lease, the latter shall control.

2. **TERM:** 2 Years
3. **RENT:** \$1850.00 per month

Lessor covenants and agrees that at the time this Lease is executed, Lessor has the lawful right to enter into this Lease for the full-term including options. Lessor shall, upon commencement of this Lease, surrender to Lessee possession of the Leased Premises as outlined in earlier paragraphs, fit for occupancy and use normal to the needs of Lessee, and free from all tenancies and occupancy, restrictive covenants, liens and encumbrances (except conventional mortgages), and free from any conditions which are in violation of any local, state or federal law or regulation.

7. QUIET ENJOYMENT

Lessee, upon paying the rentals and complying with the covenants and conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Leased Premises subject to only the terms of this Lease Agreement.

8. USE OF PREMISES

Lessee may use the Leased Premises for the purpose normal to the needs of the business of Lessee, always in compliance with all applicable rules, regulations, governmental mandates, zoning ordinances, land use requirements and covenants, restrictions, and easements affecting the Leased Premises.

9. ALTERATIONS

(a) Lessee may make minor alterations (under \$10,000.00 per alteration), improvements or additions to the Leased Premises, provided that the same are in accordance with Lessee's normal use of the Leased Premises with the prior written consent of Lessor, Lessee may make any major alterations (over \$10,000.00 per alteration), improvements or additions to the Leased Premises, with Lessor consent and such consent not to be unreasonably withheld. Lessor shall be required to give or decline consent within seven (7) days from receipt of notice from lessee. Failure by Lessor to either consent or decline shall be deemed consent.

(b) All alterations, additions, improvements and fixtures made to or installed upon the Leased Premises by Lessee at Lessee's expense may, at Lessee's option, be removed, provided said improvements can be removed without structural damage to the Leased premises and that any damage arising from said removal will be repaired at Lessee's expense and the Leased Premises reasonably restored to its original condition excepting ordinary wear and tear.

10. INSURANCE

10.1 Indemnification

(a) Lessee shall indemnify and hold Lessor harmless from and against any and all claims of liability for injury to or death of any personnel, or damage to any property arising from Lessee's use of the Leased Premises or the building, or from the conduct of Lessee's business, or

extended coverage endorsement, whether or not such loss or damage is due to the negligence of Lessor or Lessee, their agents, employees, guests, licensees, invitee or contractors.

10.4 Mutual Waiver of Subrogation

If possible, under current policies, each of Lessor and Lessee shall cause its insurance carrier to waive all rights of subrogation against the other party hereto to the extent of Lessor's or Lessee's undertaking set forth above in the indemnification clause and the Mutual Waiver of Claims clause thereof.

10.5 Lessor's Agreement to Insure Premises

Upon commencement of the Lease, Lessor agrees to insure the Leased Premises against all normal and conventional types of damage or destruction covered by an "all-risk" property insurance policy, during the initial term of this Lease or any extension thereof, which policies shall be in the amounts equal to replacement value of the Lease premises. Lessee will carry insurance on all contents of the leased space and the liability insurance as described in 10.2.

11. Insurance on Personal Property

Additionally, Tenant shall purchase insurance covering all of Lessee's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Lessee's business and found in, on, or about the Premises, as Lessor will provide no coverage nor assume any liability for Lessee's property no matter what the cause of the loss except in the case of negligence or willful misconduct by the Lessor or any party under the control of the lessor.

12. Condemnation

In the event of a taking by eminent domain for public or quasi-public use of all or any part of the Lease Premises, so as to render the Leased Premises unfit or unsuitable for occupancy normal to the needs of Lessee, Lessee shall have the option to terminate this lease. The date of such termination, if Lessee elects to terminate by thirty (30) days written notice to Lessor, shall be effective upon the date of the actual transfer of title or possession. Any unearned portion of rent shall be returned to Lessee and Lessee shall have no further obligation whatsoever under this Lease.

13. Liens

Lessor shall indemnify and hold harmless Lessee from the liability for any artisan's mechanic's, material men's laborer's, carrier's, warehouse keeper's, bailee's, contractor's, subcontractor's or other liens upon the Leased Premises or any part thereof, if said liens arise from or are incurred by Lessor. Lessee shall indemnify and save harmless Lessor from the liability of any such liens upon the Leased Premises or any part thereof; if such said liens arise from and are incurred by Lessee.

14. Restoration of Damaged Premises

In the event of loss, damage or destruction to any part of or all of the Lease Premises caused by any person, condition or type of casualty so as to render the Leased Premises unfit for

occupancy and uses normal to the needs of Lessee, Lessor shall at its own expense, and with all due diligence, rebuild and restore the Leased Premises. The Rent on the untenable portion of the Leased Premises, measured according to the percentage of square footage, shall abate from the date loss, damage or destruction occurred until the Leased Premises are completely restored. Should the Leased Premises be substantially destroyed or should the demolition or removal of the Leased Premises be ordered by cognizant governmental authorities, or if the Leased Premises cannot be restored within 14 days after the damage/ destruction, then this Lease shall end at Lessee's option. Any advance rent paid by Lessee shall be refunded to Lessee, and Lessee shall have no further obligation whatsoever under this Lease.

15. Default

Events of Default. The following events are referred to, collectively, as "events of default" or, individually, as "event of default".

- a. Tenant fails to pay any Rent or other monetary obligation when due, and such failure continues for 5 business days after written notice from Landlord; however, Tenant will not be entitled to more than 2 written notices for monetary defaults during any 12 month period, and if after such written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;
- b. This Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against Tenant, or is taken upon or subject to any attachment by and creditor of Tenant or claimant against Tenant and said attachment is not discharged or disposed of within 15 days after its levy;
- c. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act or any state or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes and assignment for the benefit of creditors.
- d. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant and such proceeding is not dismissed or such receivership or trusteeship vacated with 60 days after such institution or appointment.
- e. Tenant assigns or sublets Premises without consent; or
- f. Tenant breaches any of the other agreement, terms, covenants, or conditions that this Lease requires Tenant to perform and such breach continues for a period of 30 days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably with such 30 day period, if Tenant fails to diligently commence to cure such breach within 30 days after written notice from Landlord and to complete such cure within a reasonable time thereafter.

16 Remedies of Default

1. Landlord's remedies. If any one or more events of default occurs then Landlord has the right, at its election:

from any activity, work, or thing done, permitted or suffered by Lessee in or about the Leased Premises or Building, except:

- (i) Claims and liabilities occasioned in whole or in part by the negligent acts or omissions of Lessor, its agents or employees, or
- (ii) Claims and liabilities for property damage addressed in the Mutual Waiver of Claims clause hereof.

(b) Such indemnity shall include all reasonable costs, attorney's fees, and expenses incurred in the defense of any such claim or any action or proceeding brought thereon. This indemnity will be applicable to a claim only if Lessor:

- (i) Notifies Lessee of the claim or liability in writing within sixty (60) days after Lessor receives notice of the claim or liability;
- (ii) Permits Lessee to defend or settle against the claim or liability;
- (iii) Cooperates with Lessee in any defense of settlement against the claim or liability.

(c) Notwithstanding the foregoing provisions 10.1 (a) & (b) above, Lessee's indemnity obligation to Lessor as set forth in the foregoing provisions 10.1 (a) & (b) above, shall be limited to and satisfied by the proceeds actually paid under Lessee's public liability policy referred in 10.2 which is immediately follows.

10.2 Public Liability Insurance

Lessee, at Lessee's own cost and expense, will provide and keep in full force and effect during the term of this Lease, public liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering injuries to persons, including death, and loss of or damage to real and personal property. Such insurance may be provided under Lessee's blanket comprehensive liability insurance policy. During the term of the Lease, Lessor shall be named as an additional insured under such insurance to the extent of Lessee's undertaking set forth in the Indemnification Clause hereto. A certificate evidencing such insurance coverage shall be delivered to Lessor not less than twenty (20) days after the commencement date of the term of this Lease. Such certificate of insurance will provide for twenty (20) days advance notice in the event of cancellation.

10.3 Mutual Waiver of Claims

Lessor and Lessee do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning, and the other perils included in a standard fire insurance policy containing an extended coverage and special

(a) Lessee shall pay to Lessor at the address for notices below or such other place as Lessor shall designate in writing, annual rent of **See Schedule Above** ; which is payable in advance in equal monthly installments on or before the first day of each month, for the term of this lease. A late fee will be charged at the rate of \$50.00 per week which will start after on the 5th day of the month.

(a) If this Lease begins or terminates on any day other than the first day of the month, then rent will be prorated according to the actual days occupied during that month.

4. UTILITIES

(a) Lessee agrees to contract in the name of the Lessee only, and to pay, as and when due and payable, all bills for electric current, telephone, gas, refuse removal and other utilities attributable to the leased premises.

(b) Lessor shall not be liable to the Lessee for any cessation or interruption of gas, electricity, telephone, or other utility service during the lease term, or any extension thereof, unless such curtailment is caused by the negligence of the Lessor.

5. REPAIRS AND MAINTENANCE

(a) Lessee shall be responsible for routine maintenance and repair of the Leased Premises which shall include floor covering, wall coverings, and all interior plumbing and electrical, all fixtures, and doors, maintenance of heating, ventilating, and air conditioning equipment. Lessee will cover first \$1,000 per year on HVAC system which will cap their responsibility for maintenance, replacement and major repairs of unit, Lessee agrees to provide janitorial service for the Leased premises during the entire term of this Lease.

(b) Lessor agrees to maintain in good and tenantable condition and repair at all times the exterior and structural portion of the building, including without limitation, the foundation, exterior walls, structural members of the building, roof, and all utility lines and conduits running to and away from the building; driveways and parking lots; and major repair or replacement of electrical, plumbing, and mechanical systems. If Lessee causes damage to any area of the above-mentioned items under this section 5 (b) it will be the responsibility to repair. Lessee accepts building in as is condition.

(c) In the event Lessor should refuse or neglect, within a reasonable time, to make repairs or maintain the Leased Premises or any part thereof as herein above required, Lessee shall have the right, three (3) days after Lessor's receipt of written notice from Lessee of its election to so do, to make such repairs or perform such work that is the Lessor's responsibility to provide, and to deduct from the rent payable by Lessee the cost of such repairs or, in the alternative, to demand payment from Lessor of said amount within ten (10) days of receipt of written demand by Lessee.

6. POSSESSION OF PREMISES

- a. To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice in which case Tenant's right to possession of the Premises will cease and this lease will be terminated except for the obligation to pay rent as outlined in paragraph 3 of this Article; or
 - b. Without further demand or notice, and without terminating this Lease to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects or both or either, using such force for such purposes as may be necessary without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Monthly rent or other amounts payable under this Lease or as a result of may preceding breach of covenants or conditions; or
 - c. Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced.
2. Should Landlord elect to re-enter as provided in subsection (b) or should Landlord take possession pursuant to legal proceedings or pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease release the Premises or any part of the Premises in Landlord's or Tenant's name but for the account of Tenant, for such term or terms as Landlord, in its reasonable discretion may determine, and Landlord may collect and receive the Rent. Landlord will in no way be responsible or liable for any failure to release the Premises, or for any failure to collect any rent due upon such reletting except for Landlord's duty to mitigate its damages by using commercially reasonable efforts to release the leased premises. No such reentry or taking possession of the Premises by Landlord will be construed as an election on the Landlord's to terminate this lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Article or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.
 3. If this lease is terminated on account of a default by Tenant, tenant will remain liable to Landlord for damages in an amount equal to Monthly rent and other amounts that would been owing by Tenant for the balance of the Term, had this Lease not been terminated less the net proceeds, if any, of any releasing of the Premises by Landlord subsequent to such termination, after deducting all of the Landlord's expenses in connection with such reletting and subject to Landlord's duty to mitigate its damages in accordance with Kansas law.

17. Notices

All notices under this Lease shall be in writing and shall be deemed to be properly served only if sent, postage prepaid, by registered or certified mail with return receipt requested, as follows:

Address for Notices:

Lessor: Granite Mountain LLC
Kurt Shobe
2318 Comanche Rd
Galva, Kansas 67443

To Lessee:

18. Lessor will pay all property taxes due on the building and parking lot annually.

19. Signage.

Lessee shall be entitled to place a sign on the building in a manner consistent with other Tenants, and shall be entitled to a monument sign, if available for Tenants. Costs shall be borne by Lessee. Lessor shall cooperate in the locations and sizes of any exterior signs. Box sign with landlord approval.

20. Assignment by Lessor

Lessor shall have their right to assign this Lease to a responsible party upon written notice by Lessor to Lessee. This assignment shall not, however, relieve Lessor of its obligations under this Lease, nor shall it decrease or diminish any of the Lessee's rights under this Lease.

21. Assignment or Sublease by Lessee

(a) Lessee shall not, without Lessor's prior written consent, assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interests under it; allow any transfer thereof or permit Lessee's interest by operation of law; sublet the Leased Premises or any part thereof by anyone other than Lessee.

(b) Any consent given by Lessor to Lessee to sublease or assign the Leased Premises, in full or in part, shall not be or construed as consent to any further or other assignment or sublease to which Lessor's consent in writing has not been obtained.

(c) Unless Lessor consents in writing, no sublease or assignment shall relieve Lessee of its obligations hereunder and Lessee will remain obligated for rent due to Lessor as herein agreed. Any rent paid over and above rent due as herein agreed is property of Lessee through the termination of this Lease.

22. Holding Over

If Lessee continues to remain in the Leased Premises after expiration of any term of this Lease, then and in that event, Lessee shall, by virtue of this agreement, become a Tenant -By - the Month under the same terms and conditions except for rent commencing said monthly tenancy with the end of the expiring term. Rent will increase to \$2000.00 monthly until a new lease is signed or a notice to vacate is given with a (90) day notice. Lessee shall give to the Lessor ninety (90) days written notice of an intention to quit said premises. Lessee shall be entitled to ninety (90) days written notice to quit said premises, except in the event of nonpayment of rent in advance or of the breach of any other covenant by Lessee, in which event Lessee shall only be entitled to notices required by Kansas Law.

23. Entry

Lessor shall have the right of entry for the purpose of examining and inspecting the Leased Premises or maintaining and repairing the Leased Premises. However, such entry shall be only with the prior consent of the Lessee. Lessee's consent shall be given for any reasonable time and extent of entry, subject to all applicable security requirements enforced or enforceable by Lessee.

24. Waiver of Rights

Failure by either party to exercise any of its rights or privileges, arising out of this Lease, or to the extent not limited herein, conferred upon it by operation of law, shall not be deemed to constitute a waiver of those or of any other rights or privileges which that party may possess.

25. Covenants

The covenants, agreements and conditions in this Lease are shall be deemed to be covenants running with the land and shall be binding upon Lessor, Lessee, their heirs, executors, administrators, successors and assigns.

26. Whole Agreement

This Lease sets forth the entire agreement, and supersedes any and all other agreements, understandings, and communications between Lessee and Lessor related to the subject matter of this Lease. No amendment or modification of this Lease shall be binding upon either party unless set forth in a written instrument signed by both parties hereto. The rights and remedies afforded either party pursuant to any provision of this Lease are in addition to any other rights and remedies afforded by any other provision of this Lease, by law or otherwise.

27. Severability

If any portions or provisions of this agreement are ruled unenforceable or contrary to law by a court of competent jurisdiction such portions or provisions shall be deleted, and this agreement remain in effect as to the remaining provisions.

28. Memorandum of Lease

At the request of either party, Lessee and Lessor shall promptly execute, acknowledge, and deliver a memorandum of lease in recordable form giving notice of the existence and term of this Lease. In the event such a memorandum of lease is recorded, Lessee agrees to promptly execute, acknowledge, and deliver to Lessor, upon the termination of this Lease for any reason, an affidavit, release, or disclaimer in recordable form evidencing the termination of this Lease.

29. Laws of the State of Kansas

The terms and conditions of this Lease shall be administered and enforced under the law of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized to so act, have executed this Lease the day and year last written below.

Lessor:
Granite Mountain, LLC

By Kurt Shobe

By _____
Lessee:

By

Date

Date

By _____
Lessee:

By

Date

Trustee Rhodes moved that the Board approve the Butler Service Center Lease. Trustee Howell seconded. The motion passed on a roll call vote as follows:

- Yea – Mary Martha Good, Doug Law, Forrest Rhodes, Lance Lechtenberg and Jim Howell
- Nay – Julie Winslow and Shelby Smith

CONSENT AGENDA – Trustee Law moved that the Board approve the Consent Agenda as previously amended. Trustee Good seconded. The motion passed unanimously with a roll call vote. The Consent Agenda contained the following:

- Approval of Minutes of the Regular Board Meeting of July 13, 2021
- Approval of Minutes of the Special Board Meeting of July 26, 2021
- Approval of Bills and Warrants for July 2021 - \$4,847,508.40 (including Expenditure Approval List - \$2,722,670.59 and Payroll - \$2,124,837.81).
- Approval of New Commerce Bank Resolutions -

Resolution 21-10	Claims Account
Resolution 21-11	Payroll Account
Resolution 21-12	Flex Plan Account
Resolution 21-13	Wire Transfer Account
Resolution 21-14	Federal Fund and Escrow Account
Resolution 21-15	Student Loan Account
Resolution 21-16	Health Insurance Account
- Ratification of the Andover Neighborhood Revitalization Program expiring December 31, 2024

SUPPLEMENTAL INFORMATION

Key Performance Indicators Update – Submitted by Dr. Esam Mohammad

Thank You Notes – Thank you notes were received from Mary Moon, Terresa Long, Lori Llewellyn and family, Debbie O'Bryan and Sheryl Hayes (Jim Ekstrom Family.)

Board Calendars

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
AUGUST – SEPTEMBER**

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
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
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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

<u>LOOKING AHEAD</u>		
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
November Board Finance Committee	Tuesday, November 9, 3:30 p.m. President's Conference Room	Doug Law Shelby Smith
November Board Meeting	Tuesday, November 9, 4:30 p.m. Dankert Board Room	ALL TRUSTEES
November Work Session	Monday, November 22, 4:30 p.m. Dankert Board Room	ALL TRUSTEES

Fall 2021 ACTIVITY CALENDAR

Summer Semester Ends	Fri, July 30
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ADJOURNMENT

Trustee Law moved that the Board meeting of August 10, 2021 be adjourned. Trustee Good seconded. The motion passed unanimously through a roll call vote. The meeting was adjourned at 7:23 p.m.



Forrest Rhodes - Secretary

