

**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
4:30 p.m., Tuesday, October 12, 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.

Board Work Session – Strategic Plan Discussion and Review of President’s Goals

**REGULAR BOARD MEETING**

- I. **CALL TO ORDER (4:30 p.m.)**
- II. **PLEDGE OF ALLEGIANCE (4:30 p.m.)**
- III. **APPROVAL OF AGENDA (4:35 p.m.)**
- IV. **RECOGNITIONS (4:40 p.m.)** ----- 3
- V. **PUBLIC COMMENT (4:45 p.m.)**  
If you wish to address the Board during Public Comment, please complete this form: <https://bit.ly/3ioB30n>
- VI. **STANDING REPORTS (4:50 p.m.)**
  - A. Student Government Association Report – Guadalupe Torres
  - B. Operational Staff Report – Lisa Bolin
  - C. Professional Employees Report – Terry Sader
  - D. Board Finance Committee Report – Doug Law, Shelby Smith
  - E. Foundation Board Report – Forrest Rhodes, Kim Krull
  - F. President’s Report – Kim Krull
  - G. Education Facilities Authority Report – Jim Howell, Doug Law, Kim Krull
- VII. **MONITORING REPORTS** - None

VIII.	<b>BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES</b>	
	A. City of Andover Sales Tax Proposal – Jennifer McCausland (5:10 p.m.)	- 5
	B. Trustee Communication (5:20 p.m.)	----- 6
	C. Adult Basic Education and Career and Technical Education at El Dorado Correctional Facility (Goering) (5:30 p.m.)	----- 7
IX.	<b>BOARD ACTION ITEMS (5:40 p.m.)</b>	
	A. Butler Foundation Lease for Culinary Project (Borrego)	-----10
X.	<b>CONSENT AGENDA (5:55 p.m.)</b>	
	A. Approval of Minutes	
	1. Regular Board Meeting of September 14, 2021 (Krull)	-----30
	2. Special Board Meeting of September 27, 2021 (Krull)	----- 134
	B. Approval of Bills and Warrants for September 2021 (Hackler)	----- 145
	C. Bids and Purchases	
	1. Acquia Additional Services for Web CMS (Young)	----- 146
	2. Live Fire Training Proposal (Lindsey)	----- 150
	D. Ratification of Agreements and Contracts	
	1. Approval of El Dorado Child Start Off-Campus Agreement (Ohman)	----- 154
	2. Approval of El Dorado Senior Center Off-Campus Agreement (Ohman)	----- 156
	3. Concurrent Enrollment Partnership Appendices (H. Rinkenbaugh)	----- 158
XI.	<b>SUPPLEMENTAL INFORMATION (6:00 p.m.)</b>	
	A. Key Performance Indicators Update (Mohammad)	-----229
	B. Monthly Statement of Revenue & Expenditures (Sherwood)	-----230
	C. Thank You Notes	-----232
	D. Board Calendars	-----234
XII.	<b>ADJOURNMENT (6:10 p.m.)</b>	-----236
XIII.	<b>BOARD WORK SESSION</b>	

<b>OCTOBER 2021 BOARD RECOGNITIONS</b>
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**Joe Leibbrandt** – Distinguished Service to Agriculture  
**Trustee Shelby Smith** – Birthday

<b>MONITORING REPORTS</b>
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None.



<b>BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES</b>
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**TOPIC for DISCUSSION**  
**Andover Sales Tax Proposal**

**REPORT:**

The City of Andover is planning to implement a one cent sales tax with revenues intended to be used to redesign the 13<sup>th</sup> Street Sports Park and build a second Fire Station to be located south of US Hwy 54.

The 13<sup>th</sup> Street Sports Park upgrades will include a new, larger community center, addition of a new ball diamond, new concession stand, new restrooms and new playgrounds among other amenities. The construction of a second Fire Station will reduce response times for those living south of US Hwy 54, will improve fire prevention, public education and training for firefighters and provide adequate living and working space. Andover's current station has only 1500 sq. ft of living space with 11 employees utilizing that area. The second station would include 12,000 sq. ft of living/working space.

While only Andover city residents will vote on this sales tax increase, Jennifer McCausland, Andover City Administrator will join the meeting to provide additional information and answer questions.

**RECOMMENDED ACTION:**

This information is for discussion only

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by: Dr. Kim Krull  
Supervisor: Lance Lechtenberg  
Date: October 1, 2021

**TOPIC for DISCUSSION**  
**Trustee Communication**

**REPORT:**

At the September Special Board Meeting, College Legal Counsel, Ray Connell advised Board members of the importance of following established and expected communication guidelines related to students, faculty, and staff. Discussion included the understanding individual Board members should not act or operate individually. Board roles and responsibilities related to communication will be further discussed.

**RECOMMENDED ACTION:**

For discussion purposes only

**RECOMMENDED FUNDING SOURCE:**

N/A at this time

Submitted by: Dr. Kim Krull

Supervisor: Lance Lechtenberg, Board Chair

Date: October 4, 2021

**TOPIC for DISCUSSION**  
**Kansas Department of Corrections/El Dorado Correctional Facility Discussion**

**REPORT:**

Butler Community College applied for a grant to be the provider of choice for Adult Basic Education and Career and Technical Education programs at El Dorado Correctional Facility. The contract for this grant was approved as part of the consent agenda at the Board of Trustees meeting on September 14, 2021.  
This presentation is to provide an update on this contract and the opportunities presented to Butler as part of the grant.

**RECOMMENDED ACTION:**

This information is for discussion only

**RECOMMENDED FUNDING SOURCE:**

Not applicable

Submitted by: Jaime Goering  
Supervisor: Esam Mohammad  
Date: September 28, 2021

Office of Procurement and Contracts  
900 SW Jackson St., Room 451 South  
Topeka, KS 66612

DeAngela Burns-Wallace, Secretary



Phone: 785-286-2376  
Fax: 785-286-7240  
[www.admin.ks.gov/offices/procurement-and-contracts](http://www.admin.ks.gov/offices/procurement-and-contracts)

Laura Kelly, Governor

## CONTRACT AWARD

**Date of Award:** July 1, 2021  
**Contract ID:** 0000000000000000000050520  
**Event ID:** EVT0007952

**Procurement Officer:** Neal Farron  
**Telephone:** 785/296-3122  
**E-Mail Address:** [neal.farron@ks.gov](mailto:neal.farron@ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-and-contracts>

**Item:** Educational Services for Correctional Facilities

**Agency/Business Unit:** Kansas Department of Corrections

**Period of Contract:** July 01, 2021 through July 30, 2024  
(With the option to renew for five (5) additional 12-month periods)

**Contractor:** BUTLER COUNTY COMMUNITY COLLEGE  
901 S Haverhill Road  
El Dorado KS 67042

**SMART Supplier ID:** 0000063993  
**FEIN:** 48-6123855

**Contact Person:** Jamie Goering  
**E-Mail:** [jgoering1@butlercc.edu](mailto:jgoering1@butlercc.edu)  
**Local Telephone:** 316-322-3188  
**Cell Phone Number:** 316-617-7299  
**Fax:** 316-322-3188

**Payment Terms:** Net 30

**Procurement Cards:** Agencies **may not** use a P-Card for purchases from this contract.

**Administrative Fee:** No Administrative Fee will be assessed against purchases from this contract.

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The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

See the following documents regarding this contract:

- Butler CC Education Contract (rev 9-21-2021)
- Attachment A Contractual Education Services
- Attachment B Budget Expenditures Revised 6\_24\_21
- Attachment C Education Navigator Job description
- Attachment D Dept of Admin Contractual Provisions

This contract is entered into between the State of Kansas and Butler County Community College.

Contractor: Butler County Community College    Agency: Kansas Department of Corrections  
By: Dr. Kimberly W. Krull    By: \_\_\_\_\_  
Printed Name: KIMBERLY KRULL    Printed Name: \_\_\_\_\_  
Title: President    9/29/2021    Title: \_\_\_\_\_

I hereby certify that the competitive bid/procurement laws of the State of Kansas have been followed.

State of Kansas

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

RICHARD BEATTIE  
DIRECTOR OF PURCHASES

<b>BOARD ACTION ITEMS</b>
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**TOPIC for ACTION**

**Culinary Project – Butler Community College Foundation Lease of Building to  
Butler Community College**

**REPORT:**

Butler Community College Foundation (Foundation) has received initial contributions for the construction of a new culinary building located in Andover, KS. The purpose of the culinary building is to provide instruction for the Culinary Arts and Hospitality Program. The Foundation is offering to lease the building to Butler Community College (College) at no cost with the College to pay for the finance costs of the mortgage (interest only) encumbered by the Foundation not to exceed \$28,692.46

**RECOMMENDED ACTION:**

For the Board to approve the lease agreement at the October 12, 2021 meeting.

**RECOMMENDED FUNDING SOURCE:**

If approved, the lease would be paid for from the current allocated budgeted amount directed for the Boston Recreational Center located in Wichita, KS.

Submitted by: Tom Borrego, VPIA  
Supervisor: Kim Krull, President  
Date: September 28, 2021

## LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is made effective as of \_\_\_\_\_ (the “**Effective Date**”), by and between Butler Community College Foundation, a Kansas not-for-profit corporation (“**Landlord**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Tenant**”).

Landlord hereby leases and demises to Tenant, and Tenant accepts and leases from Landlord, that certain real property located in Andover, Butler County, Kansas, comprising approximately 65,340 square feet, and more specifically described on Exhibit A attached hereto, together with all buildings, structures, improvements, and fixtures located therein, thereon, or thereunder (collectively, the “**Premises**”); on the following terms and conditions:

1. Improvements; Delivery; Acquisition of Premises.

a. *Improvements to the Premises.* Landlord at its sole expense will make the improvements and deliver possession of the Premises to Tenant in accordance with Exhibit C attached hereto. Such improvements will be and remain the property of Landlord, and once constructed will automatically be included within the term “Premises” as used in this Lease. Possession of the Premises will be deemed delivered to Tenant on the date Landlord delivers to Tenant a copy of a temporary, conditional, or permanent certificate of occupancy, or an equivalent approval, issued by the applicable government authority for the Premises (such date, the “**Delivery Date**”). Tenant has no right to occupy the Premises prior to the Delivery Date.

b. *Target Delivery Date; Early or Late Delivery.* Landlord will use commercially reasonable efforts to cause the Delivery Date to occur by August 1, 2022 (“**Target Delivery Date**”). If Tenant occupies the Premises prior to the Target Delivery Date, such occupancy will be subject to all provisions of this Lease, but will not change the expiration date of this Lease, and Tenant shall pay base rent, additional rent, and all other amounts due hereunder for such occupancy (as if such occupancy were during the initial Lease Year). If Landlord is delayed or for any reason fails to cause the Delivery Date to occur on or before the Target Delivery Date, then Tenant shall take possession of the Premises on the actual Delivery Date. Such delay or failure to timely deliver the Premises to Tenant does not constitute a default under this Lease and does not allow Tenant to terminate this Lease, and in no event will Landlord be liable to Tenant for any loss or damage resulting from delay or failure in the delivery of the Premises.

c. *Acquisition of Premises.* The parties acknowledge that, as of the Effective Date, Landlord leases the Premises from Vantage Andover, LLC, a Kansas limited liability company, pursuant to that certain Ground Lease dated effective September 1, 2021, and has a right to acquire fee ownership of the Premises on or around December 31, 2021, pursuant to that certain Real Estate Acquisition & Donation Agreement dated effective September 1, 2021. Notwithstanding any other provision of this Lease, each party’s obligations under this Lease are contingent upon Landlord acquiring fee ownership of the Premises on or before July 1, 2022. If (i) the above-described Real Estate Acquisition & Donation Agreement terminates without Landlord acquiring fee ownership of the Premises, or (ii) Landlord has not acquired fee ownership of the Premises on or before July 1, 2022, then at any time thereafter Landlord may terminate this Lease with written notice to Tenant, in which case neither party will have any further rights or obligations hereunder.

2. Term. The initial term of this Lease is for a period of approximately 10 years (the “**Initial Term**”), commencing on the Commencement Date and ending 10 Lease Years after the Commencement Date, unless sooner terminated as set forth in this Lease. “**Commencement Date**” means the Delivery Date, and “**Lease Year**” means

each consecutive 12-month period, commencing on the Commencement Date; provided, however, that if the Commencement Date is other than the first day of a calendar month, then the first Lease Year will include both (i) the period from the Commencement Date through the end of the calendar month including the Commencement Date, and (ii) the following 12 calendar months, and each subsequent Lease Year will be a 12-month period beginning on the anniversary of the first day of the calendar month following the Commencement Date.

3. Renewal Term. Provided Tenant is not in default under this Lease (and Tenant has not received notice of any event or condition that, if not cured, would constitute an event of default under this Lease) at the expiration of the then-current Term, Tenant may extend this Lease for 2 separate periods of 5 years each (each, a “**Renewal Term**”), by providing Landlord with written notice of Tenant’s exercise of the renewal option at least 180 days prior to the expiration of the then-current Term. For purposes of this Lease, the “**Term**” includes the Initial Term and any Renewal Term. If this Lease terminates during the Initial Term or any Renewal Term, all rights of extension also terminate.

4. Use of Premises. Tenant shall use the Premises solely for educational or other programs related to culinary arts, the restaurant industry, or the hospitality industry, including without limitation any program or activity in furtherance of the Culinary Arts Program at Butler Community College, and no business may be conducted upon the Premises that is in violation of any ordinance, regulation, or law of any governmental entity with authority to regulate the use of the Premises. Tenant will not permit anything to be done to constitute a nuisance that will increase fire hazard or insurance rates, or that will invalidate any policy of insurance on the Premises.

5. Rental. Tenant will pay to Landlord, as fixed base rent for the Premises, the following amounts during the following periods, payable in advance, commencing on the Commencement Date, and on the first day of each calendar month during the Term:

Period	Annual Base Rent	Monthly Base Rent
Lease Years 1-10 (Initial Term)	\$0	\$0
Lease Years 11-15 (Renewal Term if exercised)	\$0	\$0
Lease Years 16-20 (Renewal Term if exercised)	\$0	\$0

Rent (including all additional rent) for any partial calendar month of the Term will be prorated based on the number of days in the month. If any base rent or additional rent amount remains unpaid in full 5 days after its due date, Tenant automatically and immediately owes a late fee in addition to such amount, which late fee will be an amount equal to 5% of the unpaid rent amount. Further, any base rent, additional rent, or late fee amount that remains unpaid in full 30 days after its due date, will accrue interest at the rate of 15% per annum or the highest rate permitted by applicable law, whichever is less (“**Default Rate**”). Any amount Landlord receives from or on behalf of Tenant may be applied by Landlord in Landlord’s sole discretion in any order to any amounts then outstanding and due from Tenant. For the purposes of this Lease, “*additional rent*” includes all sums, charges, or amounts of whatever nature, other than base rent, to be paid by Tenant in accordance with this Lease, including, without limitation, taxes, utilities, insurance premiums, and repairs, whether or not such sums, charges, or amounts are referred to herein as “additional rent.” Except as otherwise expressly provided in this Lease, Tenant shall pay rent without abatement, diminution, reduction, deduction, or set off.



5(a). As additional rent, Tenant will reimburse Landlord, up to \$28,692.42 per year, for (i) the interest paid on Landlord's mortgage(s) of the Premises, and (ii) Landlord's administrative costs in owning and managing the Premises. Tenant will reimburse Landlord within 30 days of receiving an invoice for the same.

6. Absolute Net Lease. Landlord and Tenant intend that this Lease be construed as an "absolute net" lease, such that Tenant is obligated to pay all costs and expenses incurred with respect to the Premises and the business operated at the Premises (other than Landlord's income tax with respect to rents received by Landlord and debt service on any mortgage granted by Landlord on Landlord's fee simple interest in the Premises), including without limitation all taxes and assessments, utility charges, insurance costs, and maintenance, repair, and replacement expenses, together with any and all other assessments, charges, costs, and expenses of any kind related to the Premises and the business operated at the Premises. Except as expressly provided in this Lease, Landlord will bear no cost or expense of any kind with respect to the Premises.

7. Condition of the Premises. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date. Tenant's taking of possession of the Premises is conclusive evidence of Tenant's acceptance of the Premises in an "AS IS, WHERE IS, WITH ALL FAULTS" condition at the time of Tenant's taking of possession, with no obligation of Landlord to construct, improve, modify, clean, repair, replace, or perform any services at, the Premises. Except as expressly set forth in this Lease, Landlord makes no representations, warranties or covenants of any kind, express or implied, written or oral, to Tenant regarding the Premises, any environmental matters, any foundation, roof, structural soundness or other defects in the Premises, any water damage, leakage or mold, habitability or fitness for a particular purpose, or otherwise regarding the condition of the Premises or suitability of the Premises for Tenant's purposes. Tenant acknowledges that it has had the opportunity to make all investigations of the Premises and related matters as Tenant may reasonably desire, and Tenant is relying solely on its own investigation of the Premises, and not on any information provided by Landlord.

8. Taxes.

a. *Real Property Taxes*. Tenant shall pay, or at Landlord's option reimburse Landlord for, all taxes, assessments, and other governmental charges, whether federal, state, county or municipal, and any other taxes and assessments levied or assessed against the Premises (collectively "**Taxes**"), which accrue during the Term. If Tenant pays the Taxes directly (if Landlord has not elected to have Tenant pay the estimated amount of Taxes in advance, as described below), Tenant shall pay Taxes directly to the taxing authority before the date they would become delinquent or any penalties or interest would be charged. Tenant shall forward to Landlord within 10 days of receipt a copy of any property tax valuation, tax statement, or other communication regarding the Taxes received by Tenant. Tenant shall also provide to Landlord 10 days prior to the Taxes payment deadline a copy of proof of Tenant's payment of all Taxes. If Tenant fails to timely provide Landlord such written tax receipts, then Landlord may pay the amount of Taxes due, and Tenant shall pay to Landlord, on demand, such amount plus interest thereon at the Default Rate, from the date Landlord pays the amount to the taxing authority until repaid.

b. *Estimated Taxes*. Landlord may, but is not obligated to, from time-to-time collect estimated ad valorem taxes from Tenant. If Landlord elects to collect estimated Taxes from Tenant, Landlord will notify Tenant of the estimated annual Taxes (which estimate Landlord may update from time-to-time), and at the same time as each monthly base rent payment is due following such notice Tenant will additionally pay to Landlord 1/12<sup>th</sup> of the estimated Taxes. Upon Landlord receiving the actual Taxes statement(s), Landlord will notify Tenant whether Tenant owes a deficiency, and if so, Tenant will pay the balance of the Taxes deficiency within 30 days of receipt of such deficiency notice. If instead Tenant has overpaid the actual Taxes due for a calendar year, Landlord will apply the overpayment to the next year's Taxes estimated payments due from Tenant or, if the Term has ended, Landlord shall refund Tenant the overpayment, subject to offset by Landlord for any other amount due or claimed due to

Landlord under this Lease.

c. *Personal Property Taxes.* Tenant shall pay, before delinquency, all taxes assessed against the Landlord Identified Property, any leasehold interest of Tenant, or any fixtures, furnishings, equipment, stock-in-trade, or other personal property of any kind owned by Tenant, installed, or used in or on the Premises. This Section will survive any expiration or termination of this Lease.

9. *Maintenance and Repairs.* As additional rent, Tenant will perform all maintenance, and make any and all repairs and replacements, ordinary and extraordinary, capital and otherwise, now known or later discovered, latent or patent, necessary to comply with the terms of this Lease and keep the Premises in as good condition and repair as they were in when this Lease began, reasonable wear and tear excepted. Such maintenance, repair, and replacement includes, but is not limited to, maintaining and repairing the roof, exterior and interior walls, foundation, structural and supporting members, floors, ceilings, heating and air conditioning equipment, plumbing and electrical systems, all other building systems, windows, doors, all signage and order boards, sidewalks, landscaping, site drainage and grading, parking areas and other hard-surfaced areas, and all other improvements, fixtures and appurtenances located in, on or under the Premises. Landlord has no duty to repair, replace, maintain, or secure any part of the Premises, and Tenant agrees that Landlord is not liable for any loss or damage to Tenant's improvements to the Premises, its trade fixtures or personal property, or the property of others located at the Premises. Without limiting the foregoing, Tenant shall keep the items listed on Exhibit D attached hereto (the "Landlord Identified Property") in good working order and will replace the Landlord Identified Property only with the prior written consent of Landlord, which consent Landlord will not unreasonably withhold so long as the replacement item is in new condition and is of equivalent brand, type, and model as the item replaced. The term "Landlord Identified Property" includes any and all replacements to the initial items listed on Exhibit D, as well as all replacements of replacements.

10. *Utilities.* As additional rent, Tenant will furnish or cause to be furnished, at Tenant's own cost and expense and in Tenant's own name, and with no cost, expense, or liability to Landlord, any and all utilities necessary or desired to operate Tenant's business. In no event will Landlord be liable for any interruption or failure of utility service to the Premises.

11. *Indemnification.* Tenant will indemnify and hold harmless Landlord and its members, managers, directors, officers and lenders (the "**Landlord Indemnified Parties**"), from and against from any loss, cost, claim, judgment, or expense of any sort or nature (including reasonable professional consultant and attorneys' fees) and from any liability to any person, natural or artificial, because of any damage to the Premises or other property, or any injury or death to any person: (i) arising out of Tenant's occupancy or use of the Premises; (ii) occasioned wholly or in part by any action or omission of Tenant, its employees, agents, servants, invitees, or guests; or (iii) caused wholly or in part by Tenant's failure in any respect to comply with and perform all of the covenants, requirements, and provisions contained in this Lease. This Section will survive the expiration or termination of this Lease.

12. *Liability Insurance.* As additional rent, Tenant will at all times during the Term and at Tenant's own expense, maintain and keep in force, for the mutual benefit of Landlord and Tenant, naming Landlord as an additional insured, commercial general liability insurance providing a single limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

13. *Hazard Insurance.* As additional rent, Tenant will insure the improvements located on the Premises against loss or damage by fire or other casualty, with extended coverage endorsement, and including special-perils coverage. Coverage will be for at least 100% of the full insurable value as determined from time to time by Landlord. The term "full insurable value" means actual replacement cost, without deduction for physical depreciation. All insurance that Tenant is required to carry pursuant to this Lease must be: (A) issued by financially responsible

insurers satisfactory to Landlord; (B) on an occurrence basis (not claims-made basis); (C) non-cancelable for any cause without first giving Landlord 30 days' prior written notice; and (D) primary, and include a waiver of subrogation rights by the insurer; and Tenant shall deliver to Landlord copies, endorsements, or certificates of the insurance policies and of renewals (as Landlord may elect to require from time-to-time) during the Term so that at all times Landlord has adequate proof in Landlord's sole discretion that all required insurance is in effect, showing Landlord as an additional insured and any mortgagee of Landlord as loss payee. Tenant waives any claim it has against Landlord for any matter or liability that would be covered by any insurance required to be maintained by Tenant per this Lease. Landlord will not insure Tenant's personal property, and Tenant is solely responsible for obtaining insurance for Tenant's personal property. Tenant will also maintain insurance on the Landlord Identified Property for full replacement cost. Tenant shall give immediate notice to Landlord in case of fire or other damage to or defects in the Premises.

14. Covenants and Restrictions. Tenant acknowledges and agrees that this Lease is subject and subordinate to the terms of any covenants, restrictions, easements, or other document or matter recorded against all or any portion of the Premises, or otherwise of public record prior to the Effective Date (and all matters consented to by Tenant subsequent to the Effective Date), and Tenant covenants to comply with all such matters. Further, in addition to Tenant's other payment obligations under this Lease, Tenant shall pay as additional rent all sums charged, levied, or assessed under any restrictive covenants, declaration, reciprocal easement agreement, or other title exceptions affecting the Premises as of the Effective Date (and all matters consented to by Tenant subsequent to the Effective Date) promptly as the same become due and shall furnish Landlord evidence of payment thereof. Landlord shall not enter into any new (or consent to amending or modifying any existing) restrictive covenant, easement, declaration, reciprocal easement agreement or any other similar agreement without first obtaining Tenant's prior written consent, which consent Tenant will not unreasonably withhold.

15. Compliance with Laws. Tenant and Tenant's use of the Premises, including Tenant's equipment located on the Premises and use thereof, at Tenant's sole expense, shall comply with all of the requirements of any insurance carrier for the Premises and with all applicable laws, ordinances, statutes, bylaws, codes or regulations, and orders of all federal, state, and local governmental and quasi-governmental agencies having jurisdiction applicable to this Lease, the Premises, Tenant's equipment located on the Premises, and Tenant's use thereof.

16. Hazardous Materials.

a. Tenant shall, at its sole expense, at all times and in all respects comply with all Environmental Laws, and procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals relating to the presence of Hazardous Materials in, on, at, or under the Premises, and provide Landlord with copies of all such permits, licenses, and approvals. Tenant shall notify Landlord in advance of any use, generation, storage, or other handling of Hazardous Materials at the Premises by Tenant, its agents, employees, contractors, or invitees, and provide Landlord with safety data sheets (SDSs), or other detailed descriptions as Landlord may request from time to time, of all such Hazardous Materials. Without limiting Tenant's obligations pursuant to the previous two sentences or other provisions of this Lease, Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors, or invitees, without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

b. Tenant shall promptly notify Landlord in the event Tenant: (i) becomes aware of the presence of any Hazardous Materials in, on, at, or under the Premises in violation of any Environmental Law; (ii) becomes aware of the presence of any underground storage tank, water well, or septic system at the Premises; or (iii)

receives any notice, complaint, warning, claim, report, or communication regarding any alleged Hazardous Materials in, on, at, or under the Premises, any property adjacent thereto, or other property where Hazardous Materials generated at the Premises have been sent for disposal or treatment, or regarding any alleged violation of any Environmental Law by Tenant or the Premises or any property adjacent thereto, in which case Tenant shall promptly provide Landlord with a copy of the notice, complaint, warning, claim, report, or communication.

c. Tenant shall permit entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Section and to perform other environmental inspections of the Premises, but Tenant agrees that Landlord has no duty to monitor or inspect. Tenant shall maintain current safety data sheets (SDSs) for all Hazardous Materials used, generated, produced, stored, or otherwise handled at the Premises, and shall make them available to Landlord upon request, at no charge to Landlord.

d. Tenant shall cease immediately upon notice from Landlord any activity which violates or creates a risk of violation of any Environmental Laws, but Tenant agrees Landlord has no duty to monitor or inspect regarding such violation or risk.

e. Tenant shall investigate, monitor, remove, or otherwise remediate in accordance with Environmental Laws and good commercial practice any Hazardous Materials brought onto or generated, stored, transported, used, released, or otherwise handled at the Premises by Tenant, or its agents, employees, contractors, or subtenants, in violation of Environmental Laws.

f. Tenant agrees to indemnify, defend, and hold the Landlord Indemnified Parties harmless from any and all claims, demands, losses, costs, damages, judgments, and expenses (including without limitation all interest, penalties, fines, and other sanctions) that arise during or after the Term as a result of or in connection with Tenant's, or Tenant's agents', employees', or contractors', activities on the Premises that are not in compliance with all Environmental Laws or that otherwise constitute a breach of Tenant's obligations under this Section. The costs covered by Tenant's indemnification in the preceding sentence include, without limitation: (i) costs incurred in the investigation of site conditions; (ii) financial responsibility for cleanup costs or corrective action, including without limitation any investigation, cleanup, removal, containment, or other remedial measures or response actions required by any applicable Environmental Law; (iii) any other any compliance, corrective, investigative, or remedial measures required under any Environmental Law; and (iv) fees of attorneys, engineers, and other consultants that are incurred by Landlord. Tenant's obligations in this Section will survive the expiration or termination of this Lease, and do not in any way limit any other indemnification obligations set forth in this Lease.

g. For purposes of this Section, "**Hazardous Material(s)**" includes any material, liquid, or other substance: (i) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined or listed as a hazardous waste, hazardous substance, medical waste, pollutant, or contaminant under any Environmental Law, or (ii) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous. The term "**Environmental Law**" includes each applicable federal, state, or local law, regulation, ordinance, policy, judgment, order, directive, and legally enforceable guidance document relating to public or occupational health and safety, pollution or protection of the environment (including without limitation ambient or indoor air, surface water, groundwater, land surface or subsurface strata), or human health, all as may be amended from time to time.

#### 17. Alterations.

a. *Landlord Consent.* Tenant shall not make or cause to be made any changes, alterations, additions, or improvements (“*Alterations*”) to the Premises without Landlord’s prior written consent, such consent not to be unreasonably withheld; provided that it will not be unreasonable for Landlord to withhold or condition its consent to any Alteration that: (i) affects the roof, exterior, or structural components of any building at the Premises, (ii) affects utilities systems (including without limitation HVAC), (iii) affects any equipment or systems related to Landlord’s or Tenant’s compliance with applicable laws, (iv) involves any excavation of the land or flooring, or (v) alters the parking lot or paved areas. Tenant is permitted to make or cause to be made, without Landlord’s consent, but with notice to Landlord, cosmetic alterations (including, but not limited to, painting and hanging pictures within the building). In no event may Tenant install an underground storage tank or septic system at the Premises.

b. *Compliance with Laws.* All Alterations must be made in a first class, workmanlike manner, and in compliance with all applicable legal requirements and all requirements of each insurance policy affecting the Premises. All Alterations that are in the nature of permanent improvements will automatically become part of the Premises.

18. Liens and Encumbrances. Tenant will at all times keep the Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Premises at Tenant’s request or by Tenant’s authority. If a mechanic’s or materialmen’s lien is filed against the Premises and remains due and unpaid for a period of 30 days, Landlord may, at Landlord’s option and without being required to inquire into or determine the correctness or validity, assume and pay the lien, together with any penalties, and Tenant will reimburse Landlord within 5 days’ of Landlord’s delivery to Tenant of a written statement showing the aggregate amount paid by Landlord.

19. Landlord Default. If Landlord fails to perform an obligation of Landlord hereunder, and such failure continues for 30 days (or such longer period if Landlord’s cure reasonably takes longer than 30 days to complete and Landlord commences such cure within the initial 30 days and diligently continues to cure until complete) after written notice from Tenant specifying such failure, Landlord will be in default, and Tenant, as Tenant’s sole remedy, may sue Landlord for actual damages (but not indirect, consequential, speculative, exemplary, or punitive damages) or such other equitable relief as is reasonable under the circumstances, but under no circumstances will Tenant have a right to terminate this Lease or abate or offset any rent due under this Lease.

20. Tenant Default. The occurrence of any of the following events constitute an event of default by Tenant:

a. Tenant’s failure to pay any rent, additional rent, or other monetary obligation under this Lease when due, and such failure continues for 5 days after written notice from Landlord of such failure (except that Tenant is entitled to no more than 1 such notice per 12-month period);

b. (i) a voluntary or involuntary petition in bankruptcy is filed by or against Tenant, (ii) a petition is filed by or against Tenant seeking to invoke the benefits of any bankruptcy or reorganization law, (iii) Tenant makes a general assignment for the benefit of Tenant’s creditors, (iv) a trustee or receiver is appointed for all or substantially all of Tenant’s assets, or (v) Tenant fails to maintain all insurance required pursuant to this Lease; or

c. Tenant’s failure to promptly keep and perform any other affirmative or negative covenant or obligation of this Lease strictly in accordance with the terms of this Lease, and such failure continues for 30 days after written notice from Landlord of such failure (or such longer period if Tenant’s cure reasonably takes longer than 30 days to complete and Tenant commences such cure within the initial 30 days and diligently continues to cure until complete).

21. Remedies upon Tenant Default. Upon Tenant's default, Landlord may, at its option, in addition to all other rights and remedies under this Lease or available at law or in equity, do any one or more of the following:

a. Terminate this Lease and repossess the Premises by entering the Premises, or any part of them, either with or without process of law, and expelling Tenant or any person occupying the Premises, using such force as may be necessary so to do;

b. Relet the Premises, applying the new tenant's rent on this Lease. Tenant will remain liable to Landlord for any difference between the amount obtained from any new tenant or tenants and the rental payment (including all additional rent) required in this Lease and all other damages sustained by Landlord because of Tenant's default (including reasonable attorneys' fees, leasing commissions, remodeling and reconstruction costs, free rent, reduced rent and other leasing incentives, and other reletting costs);

c. Remove, at Tenant's expense, any of Tenant's property in or on the Premises; or

d. Pursue any and all other remedies available at law or in equity, as Landlord's remedies under this Lease are cumulative and not mutually exclusive. This Section will survive the expiration or termination of this Lease.

22. Tenant's Purchase Option. Landlord hereby grants Tenant an option, beginning on the Commencement Date and until the expiration or termination of the Term (the "**Option Period**"), to purchase the Premises upon the terms and conditions set forth on Exhibit B attached hereto (the "**Option**"). If this Lease terminates during the Initial Term or any Renewal Term, the Option will lapse and cease to be of any further force or effect, and Tenant will have no further rights to or interest in the Premises arising under this Lease. Upon the closing of Tenant's purchase of the Premises per the Option, this Lease will terminate, and neither party will have any further rights or obligations hereunder (except those rights and obligations that expressly survive the termination of this Lease).

23. Redler Option. Tenant acknowledges that the Premises is subject to that certain Option Agreement by and between Landlord and Scott E. Redler, Trustee of the Scott E. Redler Revocable Trust dated April 7, 2004 (the "**Redler Option Agreement**"), pursuant to which the grantee under the Redler Option Agreement has an option to purchase the Premises. In the event the grantee under the Redler Option Agreement exercises its option and purchases the Premises, this Lease will terminate as of the closing of grantee's purchase, and neither Landlord nor Tenant will have any further rights or obligations hereunder (except those rights and obligations that expressly survive the termination of this Lease).

24. Assignment; Successors. Tenant has no right to assign or transfer this Lease or to sublease or transfer in any way the whole or any part of the Premises, except with Landlord's written consent, which Landlord may withhold or condition in Landlord's sole discretion. Any assignment, sublease, or other transfer in violation of this Section is null and void. In the event of the transfer by Landlord of its interest in this Lease or the Premises, Landlord will be released from any future obligations under this Lease accruing after the date of such transfer, and Tenant agrees to look solely to Landlord's successor for performance of the obligations of "Landlord" under this Lease. The terms of this Lease inure to the benefit of, and are binding on, the parties and their respective successors, assigns, and legal representatives, except as otherwise expressly provided.

25. Damage by Fire or Other Casualty. Tenant will use every precaution against fire and other casualty.

In case of fire or other casualty, Tenant will cause the Premises to be fully restored, unless the casualty damages more than 30% of the main building at the Premises and occurs in the last year of the Term, in which case Tenant or Landlord may elect to repair and rebuild after the casualty, but if neither party so elects within 60 days after the casualty occurs, then this Lease will be deemed terminated as of the date of the casualty. If Tenant does not repair or rebuild after a casualty, or if any insurance proceeds are left over after Tenant completes the casualty repairs (such proceeds are to only be used to repair and restore the Premises), then all insurance proceeds not used to repair or rebuild the Premises will be promptly paid to Landlord. If the Premises are later rebuilt or repaired after this Lease is terminated pursuant to this Section, then Tenant will have no further right to the Premises or rights arising under this Lease. Rent during any repair or restoration period will abate in proportion and to the extent that the Premises are rendered un-tenantable.

26. Condemnation.

a. *Total Taking.* If the whole of the Premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu thereof, this Lease will expire on the date when the Premises is taken, and the rental (including additional rent) will be abated as of that date. No part of any award from any condemning authority will inure to Tenant.

b. *Partial Taking.* If any part (but less than the whole) of the Premises is taken for any public use or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu thereof, then this Lease will automatically terminate as of the date title is taken only for the portion of the Premises so taken. If such partial taking occurs, rent will be abated in the same proportion that the value of the portion of the Premises taken bears to the then-current value of the entire Premises. If the remainder of the Premises is, by reason of such taking, rendered unusable for the purposes for which the Premises was leased, then each party has the right to terminate this Lease on 30 days' written notice to the other given within 90 days after the date of the taking.

27. Right of Landlord to Enter and Inspect. Landlord reserves the right, personally or through any representative, agent, or consultant of Landlord's choice, to enter upon the Premises, at any and all reasonable times, for the purpose of inspecting the Premises, exhibiting the same to a prospective purchaser, lender, or lessee, performing an assessment of the environmental condition of the Premises or for any other purpose. Landlord has the further right, at any time within 6 months before the expiration of the then-current Term, to place or affix upon the doors, windows, or other exterior portions of the Premises signs and notices that the Premises are for sale or for rent.

28. Surrender at Termination. When this Lease expires for any reason, whether expiration of the Term or termination for default or otherwise (except in the event Tenant purchases the Premises pursuant to the Option), Tenant will peaceably surrender and deliver up possession of the Premises to Landlord, broom clean and in as good condition and repair as they were in on the Commencement Date, reasonable wear and tear and casualty damage excepted, and Tenant shall repair any and all damages caused by Tenant's removal of any equipment or other personal property installed by or used by Tenant during the Term. Without limiting Tenant's obligations pursuant to the previous sentence, if any such equipment or personal property remains at the Premises after the last day of the Term, the same will be deemed abandoned, and at Landlord's option will become the property of Landlord and may be sold or disposed of as Landlord may determine, without liability to Tenant. Tenant shall also promptly execute, acknowledge, and deliver to Landlord such instrument(s) as Landlord deems necessary or desirable to effectuate the termination of this Lease or to perfect Landlord's right, title, and interest in and to the Premises. The terms of this Section will survive the expiration or termination of this Lease.

29. Holding Over. If Tenant occupies the Premises or any part thereof after the last day of the Term, and Landlord elects to accept rent, a tenancy from month-to-month only will be created subject to all provisions of

this Lease insofar as they are applicable to a tenancy from month-to-month, except that monthly base rent will increase to 150% of the amount due immediately before the holdover period. This Section will survive the expiration or termination of this Lease.

30. Subordination to Mortgage. This Lease and all rights of Tenant under this Lease will be subject and subordinate to any lien of any and all mortgages or other liens presently existing or hereafter created upon the Premises, and to any renewals and extensions thereof. Tenant covenants and agrees to execute and deliver, upon the demand of Landlord, its successors and assigns: (A) such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, and consenting to the mortgage, provided, that such mortgage recognizes the validity and continuance of this Lease in the event of foreclosure of Landlord's interest or in the event of conveyance in lieu of foreclosure as long as Tenant is not in default under the terms of this Lease; and (B) such further attornment agreements and estoppels certificates confirming the terms of this Lease, whether there are any defaults by Landlord or Tenant, agreeing that Tenant will provide such lender with simultaneous copies of any notice delivered to Landlord and rights to cure a Landlord breach beyond Landlord's cure period (including without limitation rights to extend the cure period by such additional time as may be reasonably required for lender to acquire possession of or title to the Premises), agreeing that such lender may elect to use casualty insurance proceeds to reduce the debt owed to the lender in lieu of such proceeds being available to repair or restore the Premises (in which event, Tenant may elect to terminate this Lease if Landlord does not cause an amount equal to such proceeds taken by lender to be available to Tenant for repair/restoration), agreeing that such lender does not have any liability for any Landlord obligations or defaults arising or occurring prior to any date that such lender would take actual title to the Premises and land thereunder, and such other terms as are usual and customary in the Butler County or Sedgwick County, Kansas area.

31. Notices. All notices required or permitted under this Lease must be in writing and will be deemed delivered: (i) 1 day after delivery to Federal Express or other similar courier service, marked for next day delivery; or (ii) 3 days after deposit in the United States Mail if sent by registered or certified mail, return receipt requested; each addressed to Landlord or Tenant at the address set forth below their respective signature blocks, or such other address as may be furnished in writing in the same manner as provided in this Section.

32. Entirety of Lease; Amendments. This Lease (including any exhibits to this Lease, which are incorporated herein by this reference): (i) constitutes the entire agreement between Landlord and Tenant relating to the subject matter of this Lease; (ii) supersedes all prior communications (whether expressed, implied, written, or oral), agreements, and understandings between Landlord and Tenant relating to the subject matter of this Lease; and (iii) may not be modified or amended except by a written instrument executed by Landlord and Tenant.

33. Enforcement. No failure by any party to insist upon the strict performance of any term, covenant, duty, agreement, or condition of this Lease, or to exercise any right or remedy consequent upon a breach of this Lease will constitute waiver of any such breach or any other term, covenant, duty, agreement, or condition, or affect any right to enforce the same covenant, duty, agreement, or condition on the occasion of a subsequent default or breach.

34. Brokers. Landlord and Tenant each warrant and represent to the other that they have not contacted, engaged, or dealt with any real estate agent or broker regarding the Premises or this Lease, and each party agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs, or expenses of any kind or character arising out of or resulting from any agreement having been made (or claimed to have been made) by such indemnifying party or on its behalf with any broker, agent, or similar salesperson in connection with this Lease. This Section will survive the expiration or termination of this Lease.



35. Personal Liability. Landlord's liability to Tenant for any default by Landlord under this Lease is limited to Landlord's interest in the Premises, and Tenant agrees to look solely to Landlord's interest therein for the recovery of any judgment against Landlord, it being intended that neither Landlord nor any of its partners, shareholders, members, agents, parents, subsidiaries, affiliates, officers, employees, or directors, nor any other assets of Landlord, will be personally liable for any judgment or deficiency.

36. Memorandum of Lease. Promptly upon request, each party will execute and deliver to the other party a memorandum of lease in recordable form reasonably acceptable to both parties, which may be recorded in the real property records at the cost of the requesting party; provided, however, that in no event may Tenant record this Lease or any memorandum, notice, or short form of this Lease prior to the date Landlord acquires fee ownership of the Premises.

37. Estoppel Certificate. At any time and without cost to Landlord, Tenant shall execute and deliver to Landlord, within 10 days of Landlord's request, a written declaration in recordable form prepared by Landlord and reasonably acceptable to Tenant: (i) ratifying this Lease; (ii) expressing commencement and termination dates of this Lease; (iii) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended (except by such written approvals by Landlord and Tenant identified in the instrument); (iv) stating that all conditions under this Lease to be performed by Landlord have been satisfied; (v) stating that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (vi) stating the amount of advance rent, if any (or none if such is the case), paid by Tenant; (vii) stating the date to which rent has been paid; (viii) stating the amount of security deposited with Landlord (or none if such is the case); and (ix) stating any other information reasonably required by Landlord, or any mortgagee or purchaser.

38. Construction of Lease. The various captions and section headings in this Lease are for convenience only and may not be considered in interpreting or construing this Lease. No provision of this Lease will be more strictly construed against the drafting party. Unless expressly provided in this Lease, all references to "Section" refer to the entire numbered Section in which the reference is located. Unless expressly provided in this Lease, all references to "herein", "hereunder", and words of similar import refer to this Lease as a whole and not the particular provision in which the word(s) appear.

39. No Partnership or Agency. Notwithstanding anything else to the contrary, Landlord is not and under no circumstances will it be considered to be a partner of Tenant or engaged in a joint venture with Tenant.

40. Applicable Law; Venue. This Lease, and the rights and obligations of the parties arising under this Lease, will be construed in accordance with the laws of the State of Kansas. Any legal action under this Lease must be brought in Butler or Sedgwick County, Kansas.

41. Time Is of the Essence; Deadlines. Time is of the essence in the performance of every payment, covenant, and obligation under this Lease. A business day is any day other than a Saturday, Sunday, or federal holiday. If a date or deadline under this Lease falls on a day that is not a business day, such date or deadline automatically extends to the next business day.

42. Authority. Each person signing on behalf of a party hereto represents and warrants that such individual has full authority to bind such party to all of its obligations under, and the terms of, this Lease.

43. Partial Invalidity. If any court of competent jurisdiction deems any clause, term, or provision

of this Lease, or the application thereof to any person or circumstance, to be invalid or unenforceable, the remainder of this Lease, or its application to persons or circumstances other than those to which it is invalid and unenforceable, will not be affected thereby, and each clause, term, and provision of this Lease will be valid and enforced to the fullest extent permitted by law. If any court of competent jurisdiction deems any provision of this Lease too restrictive, the other provisions will stand, and the court will modify the provision at issue to the point of greatest restriction permissible by law.

44. Counterparts; Signatures. The parties may execute this Lease in counterparts, each of which will constitute an original, and all of which, when taken together, will constitute one and the same instrument. Signatures will be considered binding and original even if transmitted via e-mail or facsimile, and a Lease containing facsimile or scanned signatures will be deemed an original of this Lease.

[Signatures and Exhibits on the following pages.]

**“Landlord”:**

BUTLER COMMUNITY COLLEGE FOUNDATION,  
a Kansas not-for-profit corporation

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

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

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

*Landlord Notice Address:*

\_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**“Tenant”:**

\_\_\_\_\_

a \_\_\_\_\_

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

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

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

*Tenant Notice Address:*

\_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

Lots 3 and 4, and the west 78.80 feet of Lot 5 of Block 1, Marketplace Commercial Third Addition, an addition to the City of Andover, Butler County, Kansas.

**EXHIBIT B**  
**TENANT'S PURCHASE OPTION**

1. **Exercise Notice.** At any time during the Option Period, provided Tenant is not in default under this Lease (and Tenant has not received notice of any event or condition that, if not cured, would constitute an event of default under this Lease), Tenant may elect to purchase the Premises and the Landlord Identified Property by providing written notice to Landlord during the Option Period (an “***Exercise Notice***”).

2. **Terms of Sale.** If Tenant timely delivers a valid Exercise Notice, the following terms will apply to the transaction between Landlord and Tenant:

a. The purchase price for the Premises and the Landlord Identified Property will be determined according to Section 3 of this Exhibit B. Tenant will not receive a credit against the purchase price for base rent or any other amounts paid under this Lease, except as expressly set forth in Section 3 of this Exhibit B.

b. Landlord will cause a title insurance company to deliver to Tenant a title insurance commitment for a standard owner's policy, committing to insure a marketable title to the Premises in the amount of the purchase price upon the recording of the deed, subject only to the Redler Option, and all easements, covenants, and restrictions of record as of the Effective Date (and all matters consented to by Tenant subsequent to the Effective Date), taxes and assessments not yet due and payable, zoning and other governmental restrictions, matters discoverable by a survey or inspection of the Premises, and other customary matters excluded from a title insurance policy for a property comparable to the Property (collectively, the “***Permitted Exceptions***”).

c. Landlord will have a reasonable time to cure any defects shown in the title commitment, to the extent that: (i) Tenant delivers to Landlord written notice of such defects within 5 days following its receipt of the title commitment, and (ii) such defects are not Permitted Exceptions, provided that Landlord will have no obligation to cure any objection or meet any requirement of Tenant not expressly set forth in this Exhibit C (except that Landlord will pay off at closing any mortgages or other monetary liens on the Premises and the Landlord Identified Property caused by Landlord). In the event Landlord, following the exercise of Landlord's good faith reasonable efforts, is unable to convey marketable title as required, Tenant agrees that Tenant's sole remedy will be to either: (i) accept such title as Landlord can convey, or (ii) elect not to consummate its exercise of the Option, in which case the Option will lapse and cease to be of any further force or effect.

d. Tenant will bear the cost of the owner's policy.

e. Landlord and Tenant will memorialize the transaction between Landlord and Tenant by a written contract and such other instruments as may be necessary or appropriate to consummate the sale of the transaction as set forth herein, including without limitation a special warranty deed, all in forms reasonably acceptable to Landlord and Tenant.

f. The sale of the Premises and the Landlord Identified Property to Tenant will be an “AS IS” and “WHERE IS” sale, without any representations or warranties on the part of Landlord relative to the Premises or the Landlord Identified Property, the condition of the Premises or the Landlord Identified Property, or the suitability of the Premises or the Landlord Identified Property for any particular use or purpose.

g. The transaction will close on or prior to the earlier of (i) the expiration or termination of this Lease, and (ii) 45 days following Tenant's delivery of the Exercise Notice to Landlord.

3. **Purchase Price.** The purchase price for the Premises and the Landlord Identified Property will be an amount equal to (A) Landlord's Costs, less (B) the total amount of fixed base rent actually paid by Tenant to Landlord pursuant to Section 5 of this Lease; each calculated as of the date immediately prior to the closing of the sale of the Premises to Tenant. “***Landlord's Costs***” includes all assessments, charges, costs, and expenses of any kind actually incurred by Landlord in connection with the Premises or the Landlord Identified Property,

whether before or after the Effective Date, including without limitation related to acquiring the Premises and the Landlord Identified Property, owning and operating the Premises and the Landlord Identified Property, constructing improvements at the Premises, financing the cost of construction or other expenses in connection with the Premises or the Landlord Identified Property (and interest paid in connection with the same), and insuring the Premises, and real property taxes and special assessments, and assessments or charges pursuant to recorded instruments with respect to the Premises.

4. Failure to Timely Elect or Purchase. If Tenant fails to timely exercise the Option or, having timely elected to exercise the Option, fails to purchase the Premises and the Landlord Identified Property within the required period (for any reason other than Landlord's default), the Option will lapse and cease to be of any further force or effect.

5. Compliance with Lease. Tenant shall at all times, whether or not it has delivered an Exercise Notice, comply with all terms and conditions of this Lease and keep and perform all affirmative and negative covenants and obligations of Tenant, including without limitation the payment of base rent and additional rent, strictly in accordance with the terms of this Lease.

6. No Tenant Transfer or Assignment. The Option in favor of Tenant is personal to Tenant, and is non-transferable and non-assignable in all circumstances, whether by operation of law or otherwise, without the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Any attempted transfer or assignment by Tenant in violation of this Section is null and void and without legal effect.

**EXHIBIT C**

**LANDLORD'S WORK**

1. Construction Pursuant to Plans. Landlord shall cause the construction at the Premises of a building and related site improvements, in substantial compliance with the plans set forth on Attachment 1 to this Exhibit C (the “***Plans***”), and in compliance with all applicable codes, permits, and building regulations of applicable governmental authorities as of the Delivery Date (such construction, “***Landlord’s Work***”). Landlord has the right, without obtaining Tenant’s consent, but with notice to Tenant, to make any changes to the Plans that are required by any governmental authority having jurisdiction over the Premises. Landlord has the right, without obtaining Tenant’s consent, but with notice to Tenant, to make any other changes to the Plans so long as such changes are first approved by a majority of the Butler Community College Foundation Board of Directors Executive Committee.

2. Completion of Landlord’s Work.

a. Landlord’s Work will be deemed completed on the Delivery Date. Promptly after the Delivery Date, Landlord and Tenant will conduct a walk-through of the Premises for the purpose of creating a punch list of items that Tenant deems reasonably necessary that Landlord complete or correct in order for the Premises to be acceptable and in conformance with Landlord’s Work. If Landlord disagrees with any of the punch list items, it will notify Tenant within 10 days of receipt of the list of such items, and the parties will work together in good faith to agree upon the punch list items. Landlord will promptly complete any agreed-upon punch list items, but the delay in completing any such items will in no circumstance affect the Delivery Date.

b. Subject to any punch list items, Tenant’s taking possession of any portion of the Premises will be conclusive evidence that such portion of the Premises was in good order and satisfactory condition, and that all of Landlord’s Work with respect to the Premises was satisfactorily completed. Without limiting the foregoing, and subject to Landlord’s obligations in Section 1 of this Exhibit C, Tenant acknowledges that Landlord has not made and will not make any representations or warranties to Tenant with respect to the quality of construction of Landlord’s Work, or the fixtures or personal property of the building or Premises, or the infrastructure systems thereof, including any warranties or representations as to: (i) the Premises’ fitness, design, or condition for any particular use or purpose, (ii) the quality of the material or workmanship of the building or Premises, (iii) the existence of any defect, latent or patent, with respect to building or the Premises, or (iv) the compliance of the building or the Premises with any governmental laws, regulations, or ordinances of any kind; and in the event of any defect or deficiency in any of the building or the Premises of any nature, whether latent or patent, Landlord will have no responsibility or liability with respect thereto, or for any consequential, speculative, exemplary, or punitive damages (including loss of use, revenue, or profit, or strict liability in tort).

ATTACHMENT 1 TO EXHIBIT C

“PLANS”

[Attach Plans]



**EXHIBIT D**

**LANDLORD IDENTIFIED PROPERTY**

1.

## CONSENT AGENDA - MINUTES



- Ready for Life -

**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE REGULAR BOARD MEETING  
Tuesday, September 14, 2021 – Dankert Board Room**  
Meeting Recording can be viewed at <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.

### **ATTENDANCE**

Kim Krull  
Tom Borrego  
Terry Sader  
Jessica Ohman  
Tom Nevill  
Bill Rinkenbaugh  
Kent Williams  
Lynn Umholtz  
Ireland Turner

Kelly Snedden  
Shelley Stultz  
Bill Young  
Julio Guerro  
Caleb Ediger  
Esam Mohammad  
Zach Lindsey  
Rod Young  
Lisa Bolin – Via Zoom

### **BOARD ATTENDANCE**

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

### **GUESTS**

None

### **CALL TO ORDER**

Chair Lechtenberg called the Regular Board Meeting of Tuesday, September 14, 2021 to order at 4:30 p.m.

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

Trustee Smith moved that Items C.2. Approval of Student Laptop Initiative and D.5. Ratification of Douglass Neighborhood Revitalization (NRP) Program be moved from the Consent Agenda to Board Action Items. Trustee Winslow Seconded. The motion passed unanimously in a roll call vote.

### **RECOGNITIONS** – September 2021 Board Recognitions included:

- Introduction of 2021-2022 SGA Officers Sophia Dawson, Rachel Christianson, Chloe Welsh, Jace Doolittle, Guadalupe Torres,
- NJCAA All Academic Awards for Outstanding Scholars and Academic Team Awards.

- American Volleyball Coaches Association Award – Lisa Lechtenberg
- Outstanding Softball Team Athlete National, Regional, and KJCCC accolades – Maddie Young
- Julie Winslow – September Birthday

### **EXECUTIVE SESSION**

Trustee Law moved that the Board enter Executive Session for a period not to exceed 15 minutes for the purpose of discussion and updates on employee negotiations to include the Board of Trustees, President Kim Krull, Shelley Stultz, Kent Williams, Bill Rinkenbaugh, Trustee Good seconded. The motion passed unanimously in a roll call vote. The Board entered Executive Session at 5:15 p.m.

The Board returned to Open Session at 5:30 p.m. No action was taken.

### **PUBLIC COMMENT** – NONE

### **STANDING REPORTS**

Student Government Association Report – Guadalupe Torres reported SGA recently partnered with Residence Life in Grizzly Fest during opening week. They hosted a block party allowing new and returning students to meet new people and enjoy a great night with food and outdoor games. Free bowling and mini golf were offered at the El Dorado Fun Center. SGA has created Activities Unlimited, which is a QR code that can be scanned, allowing people to access all the student clubs and organizations. Students can sign up in Activities Unlimited and be assured that their personal information is safe. SGA also hosted a movie night at the cinema in El Dorado, allowing students to enjoy a free movie of their choice. Last week SGA sponsored hay wars along with sand volleyball. SGA was also represented in the El Dorado 150<sup>th</sup> Parade. Recently, SGA helped sponsor a suicide prevention documentary which is available for all Butler students to view through their emails. Dr. Krull thanked the SGA Representatives for the important work of representing the student body of Butler.

Operational Staff Report – Lisa Bolin provided the Op Staff Report via Zoom. The Scholarship Committee has selected the scholarship recipients for the coming year. The scholarships are funded by Operational Staff fundraisers held throughout the year. This book scholarship helps cover the cost of books and enable students to work towards their educational goals. Eligible applicants must be a member of Operational Staff or be an immediate family member. This year they were able to award three students \$500 each. The first Operational Staff meeting for this academic year will be held on Thursday, September 16.

Professional Employees Report – Terry Sader announced Morgan Walker, a student in the BEST program, as the BCCEA Scholarship recipient. The scholarship award funded entirely by the Professional Employees through payroll deductions to the Foundation is an example of their dedication to our students and our profession. During the past year as Professional Employees worked through the challenges required due to Covid, they were recognized through awards for their professionalism at the local, state and national levels, many are published within their respective field, many hold leadership positions with their field. The Professional Employees Association and Butler administration have reached an impasse in current negotiations. Faculty members invite and encourage the Trustees to connect with them for an informative conversation regarding the negotiation of the Master Contract.

Board Finance Committee Report – None.

Foundation Board Report – Forrest Rhodes stated that there was only one item to report, and that item is included in the agenda under Board Action Items. Comments can be made during the discussion of the Foundation item.

KACCT/COP Quarterly Meeting Report – Mary Martha Good reported that KACCT had met in person in Hutchinson, with approximately 50 trustees and presidents present. Several issues were discussed during the meeting, including the Free Community College that is being advocated at the national level. The Free Community College proposal would be a state match for tuition. KACCT will advocate for an increase the Pell Grant for all students. Board of Regents member, Cindy Lane, addressed the attendees regarding her role as the chairperson of the Governor's Education Council. Representative Jason Probst also addressed the attendees regarding the upcoming legislative session. He spoke about unemployment, the state budget which is structurally imbalanced despite record revenues, upcoming tax cuts, and effects of poverty and how it is impacting decisions of Kansas constituents, the Promise Act and childcare for those taking advantage of the Promise Act. KACCT President, Nancy Ingram, led small group discussions.

President's Report – President Krull noted a follow up on the Free College which is beginning to make its way through the House reconciliation process. They have also added a Pell Grant increase of \$500 to help students in need. She also noted that President Biden's plan for mandated vaccines has spurred conversations about how that applies to Butler and other Community Colleges. There is also a lot of discussion of the impact of healthcare facilities and required vaccinations for hospital and nursing staff, including volunteers and students that participate in clinicals at those facilities. Butler's Covid website is updated each week. A vaccination clinic planned for Thursday, September 16, from 2:00 p.m. – 4:00 p.m. The clinic is open to the public.

Education Facilities Authority Report –The Authority has not met recently. The next meeting is scheduled for October.

**MONITORING REPORTS** – None

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

### **Live Fire Training Prop**

The Fire Science Program currently provides hands on training utilizing a 3-story training tower behind the 2600 Building. The current training tower provides very little ability to perform "Live Fire" training. Without realistic "Live Fire" training it is difficult for Butler students to fully understand fire behavior and decipher when the fire environment inside a structure has become too dangerous for them. This inability to understand when and how to react can lead to serious injury or death.

With a larger "Live Fire" training prop, faculty will be able to provide Butler students and area firefighters with realistic training. This training will assist them in making safer and more effective decisions when performing fire suppression on burning buildings. This prop will also give Butler an opportunity to expand the capabilities of the Fire Science program, creating an all-inclusive training environment that gives students the necessary tools for their success. Local departments will also have the ability to utilize the facility for live fire training purposes.

In order to match what is currently in place, this training prop will be purchased from Blackburn Construction, the same company that constructed the three-story "clean" atmosphere training tower located behind the Butler Fire Science Emergency Service Training Center. The training

prop will consist of five (5), 20' shipping containers. It will be two (2) stories, have three (3) burn rooms, and will include safety features to limit risk to users. The concrete pad already in existence to the west of the current fire training tower will be modified to support the training prop to include new anchors for the structure.

The college's current lease agreement is being reviewed and includes an addendum for the additional training prop.

The total cost of the prop is \$43,800. The City of El Dorado is donating \$7,500 towards the cost, leaving a remaining balance of \$35,300 to be funded from Maintenance of Effort Designated Funds.

This information was for discussion purposes only. Approval will be in the agenda for the October Board of Trustees meeting along with the addendum to the current lease.

By: Zach Lindsey			
Project: Live Fire Training Prop			
Date: 08/30/2021			
<b>Item</b>	<b>QTY</b>	<b>Cost</b>	<b>Total</b>
20' Shipping Container	4	\$3,500.00	\$14,000.00
40' Shipping Container	1	\$5,500.00	\$5,500.00
Container Delivery	1	\$780.00	\$780.00
Diamond Plate Steel Flooring (4x8)	15	\$200.00	\$3,000.00
Tool Rental	1	\$1,500.00	\$1,500.00
Other Metal (Square Tubing, Round Stock, etc.)	1	\$3,000.00	\$3,000.00
Hardware (Nuts, Bolts, and chain)	1	\$1,000.00	\$1,000.00
Plumbing (Sprinklers)	1	\$200.00	\$200.00
Container placement, anchoring, and attachment	1	\$11,800.00	\$11,800.00
Paint	1	\$500.00	\$500.00
Misc. Cost (Welding and other supplies)	1	\$2,520.00	\$2,520.00
<b>Total Budget:</b>			<b>\$43,800.00</b>
<b>City of El Dorado Contribution:</b>	<b>1</b>	<b>\$(7,500.00)</b>	<b>\$(7,500.00)</b>
<b>BCC Cost:</b>			<b>\$36,300.00</b>

#### Culinary Project – Butler Community College Foundation Building Lease

The Butler Community College Foundation (Foundation) has received initial contributions for the construction of a new culinary building located in Andover, KS. The Foundation is offering to lease the building to Butler Community College to provide instruction for the Culinary Arts and Hospitality Management Program. This proposal was for discussion only this month to review the lease agreement and include it on the October 12, 2021 regular meeting agenda for approval.

#### Council Grove Legislative Post Audit Report

In March, notification was received that Representative Kristey Williams had requested a limited scope audit of Butler's Council Grove site which was then authorized by the Legislative Post Audit Committee (LPAC). Representative Williams serves as the Chair of LPAC. The limited scope audit was requested to address concerns regarding the financial position of the Council Grove site and specifically if it was financially self-sufficient.

Defined work began the end of May with Meghan Flanders, Senior Auditor and Chris Clarke, Deputy Post Auditor both of the Kansas Legislative Division of Post Audit and included Kent Williams, Kim Sherwood, Kerry Potter, Dr. Esam Mohammad, Heather Rinkenbaugh, and Dr. Krull. Dr. Blake Flanders and Elaine Frisbie from the Kansas Board of Regents also contributed to the reports' research. Fiscal year 2019 was chosen for the audit. As instructed by Legislative Research, the research and report development process was to be confidential until the report was presented to the Legislative Post Audit Committee (LPAC) for discussion and review.

The report was presented to LPAC on Monday, August 30, 2021. Chris Clarke provided an overview of the report and Elaine Frisbie, KBOR, Heather Rinkenbaugh, and Dr Krull joined the committee meeting via zoom to provide comments and answer questions. The report follows for the Board's review. Information was provided at the meeting regarding the overview of the LPAC meeting conversation, along with additional information that was not included in the final report. This information was for discussion purposes only.



KANSAS LEGISLATIVE  
**DIVISION *of***  
**POST AUDIT**

*A Limited-Scope Performance Audit Report Presented to the Legislative Post Audit Committee*

# **Financial Position of the Butler County Community College Council Grove Site**

August 2021

Report Number: L-21-009

## Introduction

Representative Kristey Williams requested this limited scope audit, which was authorized by the Legislative Post Audit Committee at its March 10, 2021 meeting.

### *Objectives, Scope, & Methodology*

Our audit objective was to answer the following question:

1. Are revenues for the Butler County Community College (BCCC) Council Grove site sufficient to cover the site's expenditures?

The scope of our work was to determine the estimated revenues and expenditures for the Council Grove site of BCCC. Because this was a limited scope audit, our scope did not include an audit of BCCC's accounting procedures or internal controls.

To answer the question, we requested a Council Grove site analysis from BCCC officials and an estimate of that site's revenues and expenditures. They provided the analysis, including a supporting spreadsheet showing relevant items from the ledger and course information. We conducted data reliability work to determine if the estimates provided were reasonable and reliable. That work included interviews of BCCC and Board of Regents officials, research of publicly available documents, and requests for additional documentation or explanation from officials.

More specific details about the scope of our work and the methods we used are included throughout the report as appropriate.

### *Important Disclosures*

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Overall, we believe the evidence obtained provides a reasonable basis for our findings and conclusions based on those audit objectives.



**The estimated revenues of the Council Grove site of Butler County Community College were about \$11,000 less than its estimated expenditures.**

**Butler County Community College (BCCC) operates a site in Council Grove that serves about 200 students.**

- Overall, Butler County Community College (BCCC) is the second largest community college in Kansas. It offers more than 90 different academic programs across 24 learning sites, including many high schools.
- One of the physical sites of the college is located on Main Street in Council Grove (Morris County). The site serves about 200 students, including many high-school students seeking college credit. Some classes are held at the Main Street building. Others are at local high school buildings in Council Grove and other high schools in the service area of BCCC.
- BCCC officials told us the site offers academic advising, registration, billing and payment, placement testing, and classes like General Psychology, College Algebra, Public Speaking, and Allied Health.

**In fiscal year 2019, the estimated revenues for the Council Grove site were about \$11,000 less than its estimated expenditures.**

- **Figure 1** is a detailed list of estimated revenues and expenditures attributable to that site. We provide more information about the site's revenues and expenditures in the sections that follow.
- Because of the limited scope of the audit, these amounts are estimates based on the best available information. BCCC provided amounts and supporting data and calculations. We reviewed those and compared to publicly available information and other research. We also talked with officials at the Kansas Board of Regents (Regents).
- We looked only at the Council Grove site. BCCC operates other out-of-county sites. This work cannot be projected to other sites or other community colleges.

Figure 1: In fiscal year 2019, the estimated revenues were about \$11K less than its estimated expenditures.

Expenditures	
Academic Advisor Salaries	\$22,402
Office Coordinator Salary	\$27,160
Teacher Salaries	\$63,698
Benefits	\$15,139
Automobile mileage	\$4,773
Telephone	\$3,486
Electricity	\$2,113
Gas	\$1,857
Building rental	\$14,400
Equipment	\$1,554
Miscellaneous	\$1,017
Total expenditures	\$157,598
Revenues	
Student tuition and fees	\$42,444
State aid - tiered and non-tiered	\$91,089
State aid - Excel in CTE	\$13,320
Total revenues	\$146,853
Net revenues over (under) expenditures	(\$10,745)

Source: BCCC site analysis for Council Grove.

Kansas Division of Legislative Post Audit

**In fiscal year 2019, the estimated expenditures of the Council Grove site were about \$158,000.**

- Expenditures include things like teacher salaries, support staff pay, benefits, supplies, equipment, and building rental.
- We focused our analysis on expenditures directly related to only Council Grove. It is possible there are fixed costs for services from the college as a whole that contribute in a small way to the Council Grove site. For example, the BCCC accounting department tracks the money for the college as a whole, including the Council Grove site. It is unlikely that this cost would be

reduced if the Council Grove site didn't exist, so we didn't consider this type of cost.

- Teacher salaries are the largest portion of the site's expenditures. None of the teachers are full-time. There were 11 teachers at the Council Grove site. We also included a portion of salaries paid to other teachers who taught high school students at Chase County, White City, and Hope High Schools. These were included because they are managed by the Council Grove location and within that service area.
- Also, BCCC rents building space on Main Street in Council Grove. This space is used for administration and some classes. The estimated expenditures include rent, electricity, and gas.

**In fiscal year 2019, the Council Grove site generated about \$147,000 in revenues from state aid and student tuition and fees.**

- The estimated revenues we included are revenues that are directly attributable to the site. Again, almost all revenues for the college and its various sites are ultimately comingled.

#### Student Tuition and Fees

- In fiscal year 2019, tuition and fees were about \$20.5 million for all of BCCC. To determine the amount attributable to the Council Grove site, BCCC staff made estimates based on specific courses and credit hours.
- BCCC collects tuition and fees from students. Rates are on a per credit hour basis and depend on the residency status of the student. For example, in Fall 2021, a Butler County resident would pay \$102 per credit hour for tuition and fees. **Figure 2** shows the Fall 2021 tuition and fee rates.

Figure 2: BCCC tuition and fees per credit hour vary depending on the student's residency.

Resident Type	Tuition	Student	
		Fees	Total
In-County (Butler)	\$76.15	\$25.85	\$102.00
In-State	\$96.65	\$25.85	\$122.50
Out-of-State	\$156.65	\$25.85	\$182.50
International	\$193.65	\$25.85	\$219.50

Source: BCCC website publishing Fall 2021 rates.

Kansas Division of Legislative Post Audit

- The Council Grove site collected about \$42,000 in student tuition and fees, after accounting for tuition waivers.
- More than half the potential student tuition for this site was waived because many students are in high school and are eligible to have their tuition waived. Students still pay the fees associated with the courses. Courses typically eligible for waiver include General Psychology, English Composition, US History, College Algebra, and Public Speaking.

#### State Aid

- In fiscal year 2019, state appropriations to BCCC totaled about \$15 million. To determine the amount attributable to the Council Grove site, BCCC staff made estimates based on specific courses offered at the site.
- The first type of state aid credited to the site is tiered (technical classes) and non-tiered (general education classes) aid:
  - The Kansas Board of Regents created a formula per its authority in state law (K.S.A. 71-1803) to calculate the amounts of tiered and non-tiered aid for colleges based on their enrollment. The formula determines a course cost for each course. In general, the aid for tiered technical courses (e.g. carpentry) is greater than for non-tiered general education classes (e.g. public speaking).
  - The Regents' funding formula for state aid does not include any local property tax funding for out-of-district students.
  - For in-district students (i.e., Butler county residents) the Regents' formula assumes 1/3 state funding, 1/3 student tuition funding, and 1/3 local property tax funding will be used to cover course costs.
  - For out-of-district students (i.e., non-Butler county residents) the Regents' formula assumes 2/3 state funding, 1/3 student tuition funding, and no local property tax will be used to cover course costs.

Figure 3: The state aid requested for each course depends on the type of course and residency of the student.



Source: Kansas Board of Regents cost model.

Kansas Legislative Division of Post Audit

- o The students at the Council Grove site are out-of-district students. Thus, according to the Regents formula, 2/3 of their course cost would come from state aid (the other 1/3 would come from student tuition and fees). For fiscal year 2019, state aid for the Council Grove site was about \$91,000 in tiered and non-tiered aid.
- The second type of state aid credited to the site is Excel in Career Technical Education (CTE) funding:
  - o The state also funds the Excel in CTE Initiative which provides state funding for certain technical courses taken by high school students. This funding is meant to cover 100% of the course cost as determined by the state calculated rate. BCCC cannot charge tuition to the students taking these types of courses
  - o For fiscal year 2019, the CTE funding was about \$13,000 for the Council Grove site. Council Grove offered two CTE courses (Allied Health 120 and Allied Health 122) that generate this funding.

**State Aid has not been paid according to Regents' formula in recent years, which could explain why the Council Grove site operated at a deficit in fiscal year 2019.**

- Officials at BCCC and Regents noted that in recent years, the state appropriations for BCCC have fallen short of the full amount determined by the Regents' formula. Officials refer to this as "the gap". This amount is different each year. The amount is also different for each community college.
- For example, in fiscal year 2019, the gap for BCCC was 26.5% for non-tiered funding and 14.3% for tiered funding. This means the college received only 73.5% for non-tiered and 85.7% for tiered of the full amount of funding determined by the formula. Officials at Regents said that ultimately the state aid funding amount is up to the Legislature.

- If the Legislature had funded the full amount calculated by the formula, BCCC would have received about \$122,000 in fiscal year 2019. That would have made revenues *higher* than expenditures by almost \$21,000 for that year.
- Officials at Regents said in most years there has not been a gap for Excel in CTE funding.

**Because state aid hasn't been paid according to Regents' formula, it's possible that property tax may have supported the Council Grove site but we couldn't tell.**

- Butler county is the only county that pays property taxes to support BCCC. Morris county (the Council Grove site) does not have a mill levy assessed for the site and therefore does not contribute to the Council Grove site's revenues. That's because the "home" county where a community college is based is the only county that has a mill levy to support the community college. In fiscal year 2019, the county property taxes collected were about \$16.3 million. This represents about 24% of total BCCC funding.
- For out-of-county students, such as Council Grove students, the Regents formula for state aid does not assume any funding through local property taxes.
- However, because the state aid was not fully funded according to this formula, BCCC had to use other funds to support its operations in Council Grove.
- Neither we nor Regents or BCCC officials could determine what type of funds made up the \$11,000 shortfall because those funds are all comingled. It could be from any of the various revenues sources for BCCC as a whole (state aid, tuition, property tax, etc.).

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## Recommendations

We did not make any recommendations for this audit.

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## Agency Response

On July 30, 2021 we provided the draft audit report to Butler County Community College. Its response is below. Agency officials generally agreed with our findings and conclusions.



### BCCC Response

Butler Community College has appreciated the opportunity to work with Megan Flanders and Chris Clarke in the Kansas Division of Legislative Post Audit to compile this report on the Financial Position of Butler County Community College Council Grove Site.

In the 1970's the Board of Education established specific service areas for the community colleges. The Kansas Board of Regents continued to recognize the service areas and in 2009, this concept was introduced as part of legislation which then required the KBOR to incorporate the service area map into their policy manual. Morris County and the College's Council Grove site is located within Butler's five-county service area as designated by KBOR.

The Council Grove site provides access to the rural communities located in this area. While the College has the physical site on Main Street in Council Grove, the Council Grove "site" serves community members and students at Council Grove High School a block away as well as students at Chase County, White City, and Hope High Schools. As noted in the report, in addition to providing and facilitating the delivery of general education and Excel in CTE courses, the site serves as an access point for critical services like placement testing, enrollment, bill payment, and proctored exams for all the locations noted above.

In reviewing the expenditures for the site on page 3 of the report, the staffing at the Council Grove site includes one full-time Office Coordinator and two part-time Academic Advisors. The faculty salaries reflected on the expenditure side are the largest portion of the expenditures. Eleven adjunct (not full-time) faculty deliver the Butler courses taught to students at the Council Grove site as well as Council Grove, Chase County, White City, and Hope high schools.

On the revenue side, student tuition and fees, tiered and non-tiered state aid, and Excel in CTE state aid reflect the revenue generated from students enrolled in Butler courses from all the sites listed above. In noting the tuition waivers, it's important to understand this also includes SB 155/Excel in CTE which requires institutions to waive tuition and some fees for career and technical education courses. Institutions receive a state determined tuition reimbursement amount that may not cover the complete cost of delivery of the course. Many of the services at the Council Grove site result in revenues for the institution, such as placement testing and enrollment for other Butler locations that generate revenues which are not directly reflected in the Council Grove budget. These indirect revenues add to the value that our sites bring to Butler as a whole.

As noted in the report, for fiscal year 2019, state aid for the Council Grove site was \$91,089 in tiered and non-tiered aid. In 2011 when SB 143 was passed, it created a new postsecondary education cost model for distribution of state appropriations to the community and technical colleges. In general, the cost model calculates a course level cost rate and also recognizes the cost differential to deliver technical

courses. When discussing the cost model and reviewing funding distributions, both Regents and Technical Education Authority documents have stated on multiple occasions that while the components of the cost model are reviewed and updated annually, there has been a state funding shortfall every year since the enactment of SB 143 in 2011, thus creating what is referred to as "the gap." The amount of the gap varies from year to year and from institution to institution. For the 2-year system of community and technical colleges, "the gap" between what the cost model indicates the state should pay and what they did pay for FY2021 was calculated to be \$8,654,823 for the tiered courses and \$18,797,439 for the non-tiered courses (\$27,452,262 combined).

The report notes that in 2019, Butler's gap for non-tiered funding was 26.5% and 14.3% for tiered funding and if the Legislature had funded the full amount calculated by the formula, Butler's Council Grove site (and the additional high schools it serves) would have received approximately \$30,911 in additional revenues based on the enrollments. Revenues would then have exceeded expenditures by nearly \$21,000.

While the report notes that Regents staff stated Excel in CTE has always been fully funded, Butler's records indicate that in FY2020, Excel in CTE was underfunded by more than \$500,000. Full funding was restored in FY2021.

In Kansas, eighteen counties support the nineteen community colleges with local ad valorem taxes. In addition, the community colleges receive state aid and rely on student tuition and fees as the third leg of the "funding stool." At Butler, these revenue sources are used to support overall college operations and with all community colleges, these three funding sources are comingled in general operational budgets. The report indicates that Morris County does not have a mill levy assessed for the Council Grove site and thus does not directly contribute to the site's revenues through tax dollars. This is not unique within the community college system. Nearly all the community college outreach sites, such as Council Grove, which are within our service areas, are supported with funding beyond local tax revenues. In FY2019, the total of state funding and student tuition and fee revenues was more than double the amount of funding received from local tax revenues. It's these additional funding sources that contribute to the support of the Council Grove site as well as all of Butler's other operations.

Butler's Council Grove site is a small part of the work being done every day to fulfill the community college mission of creating access and opportunities for student success. Butler offers academic programs of excellence and opens doors for students to reach their education and career goals at reasonable costs, in small classes, and taught by credentialed faculty who care.



### KORA Requests

A list of the KORA requests received since January 2019 was presented for discussion. This information was presented during the KACCT Quarterly Meeting, August 27-28<sup>th</sup>, Trustees and Presidents had an opportunity to share ideas from their campuses in small group discussions. Regular review of KORA requests was a shared idea in Trustee Good's small group. The included information identifies the date of the KORA request, the type of information being requested, and the person requesting the information. This information was for discussion purposes only.

Date	Request From	Company	Subject	Request For	Dept
1/28/2019	Terry Sader	Butler Employee		Requesting minutes from Jan 2016 to Dec 2018 VP Council and Dean Council	Kent Williams
2/11/2019	Terry Sader	Butler Employee		Requesting all of emails from Shelley Stultz re payroll advance & inclement weather policies from 8/2018 – 12/2018 and all VP email re the door schedule policy from 9/2018-01/2019	Kent Williams
2/16/2019	Kristey Williams ( <a href="mailto:Kristey.williams@house.ks.gov">Kristey.williams@house.ks.gov</a> )	Kristey Williams		How much of the \$4.5 million in scholarships are provided to Butler County residents?	Kent Williams
4/23/2019	Lee T. White <a href="mailto:leewhite1@gmail.com">leewhite1@gmail.com</a> 938 W. 3 <sup>rd</sup> Ave., El Dorado, KS 67042-1657 (316) 925-6650	Lee T. White		Asking how much BCC Contributes to the Governor's Annual One-Shot Turkey Hunt, Inc.	Kent Williams
5/17/2019	Steven Schupback, American Transparency <a href="mailto:Kansas@openthebooks.com">Kansas@openthebooks.com</a>	Steven Schupback		Electronic copy of any and all employees for year of 2018 (fiscal or calendar year) each employee to include employer name, employer zip code, compensation, first, middle and last name, hire date, base salary \$, bonus\$, overtime \$?, overtime \$, Gross annual wages and position title.	Kent Williams
7/17/2019	<a href="mailto:me@kennyjacoby.com">me@kennyjacoby.com</a> a reporter	Kenny Jacoby		Request for final results of all disciplinary hearings conducted by BCC into any student since 1/1/2014	Kelly Snedden/Kent Williams
8/1/2019	Lee T. White <a href="mailto:leewhite1@gmail.com">leewhite1@gmail.com</a> 938 W. 3 <sup>rd</sup> Ave., El Dorado, KS 67042-1657 (316) 925-6650	Lee T. White		Info on Mary M and William K Good; emails from or to Kelly Snedden and KWCH; Invoices for advertising 7/1/18 – 7/31/19 to KWCH, KSNW and Wichita Eagle	Kent Williams
11/20/2019	Beth Wasko, Development & Operations Coordinator – Kansas Policy Institute 12980 Metcalf Ave., Suite 130, Overland Park, KS 66213 (913) 213-5038	Kansas Policy Institute		Testing for 1 <sup>st</sup> time college students (ACT, AccuPlacer or other) # of 1 <sup>st</sup> time, # of those not tested, # recommended for reading, math or English)	Kent Williams

12/2/2019	Lee White <a href="mailto:leewhite2@gmail.com">leewhite2@gmail.com</a>	Lee T. White		Copies of all written agreements by & between BCC and the operation/marketing of The Villas; Grubb & Ellis; Oxbow; McCullough Construction; T Town, LLC & Villas at BCC, LLC	Kent Williams
5/9/2020	Michael Stovia	The Wichita Eagle		Seeking information for a story: Asking for opportunity to inspect or obtain copies of public records that show any disciplinary records, write-ups, reprimands or any records that reflect any issues with Brent Martin's employment. Requested hire date as well.	Kent Williams
5/10/2020	Dana Hogan	Dana Hogan		Copy of the employment application for Adjunct Professor named Shelly McFann Martin.	Kent Williams
6/3/2020	Jennifer McAllister	Jennifer McAllister		Budget for the last 5 years for EduCare	Kent Williams
6/3/2020	Lee White <a href="mailto:leewhite1@gmail.com">leewhite1@gmail.com</a>	Lee T. White		Request for copy for video of the May 28 Special BOT meeting.	Kent Williams
6/17/2020	Katy Wohlgemuth	Katy Wohlgemuth		Requesting Educare Employee information who was employed as of March 20 <sup>th</sup> , 2020. Employee name and compensation.	Kent Williams
8/19/2020	Charles Chaney <a href="mailto:cchaney@butlercountytimesgazette.com">cchaney@butlercountytimesgazette.com</a>	Butler County Times Gazette		Number of positive and negative Covid test results for athletics. No names or other specifics.	Kent Williams
8/20/2020	Davis Hammet <a href="mailto:davishammet@gmail.com">davishammet@gmail.com</a>	Davis Hammet		Requesting records containing full disclosable student directory Information in spreadsheet format.	Kent Williams
10/1/2020	Donald Carr <a href="mailto:donaldcarr@datapotentia.com">donaldcarr@datapotentia.com</a>	Date Potentia LLC		Directory Information for all graduates of BCC from 1975 – Summer 2020.	Kent Williams

12/9/2020	Ryan Evans <a href="mailto:ryanevans1199@gmail.com">ryanevans1199@gmail.com</a>			Request materials responsive to the companies Jostens & Balfour. Any correspondence or information on the contracts/agreements between Butler and those companies.	
1/28/2021	Julie Winslow	Trustee	Construction	Construction Program Information (State FOIA)	Kent Williams
2/2/2021	Julie Winslow	Trustee	Board Survey's	Requesting copies of last three survey's taken by the BCC Board of Trustees and the respective dates taken.	Kent Williams
2/3/2021	Shelby Smith	Trustee	WSU Tech	Officially request all communication, (email, texts, notes, etc.) and proposals between WSU Tech and BCC regarding the culinary program. Would also like emails regarding culinary between Mel Whiteside and mayor Ronnie Price.	Kent Williams
2/3/2021	Shelby Smith	Trustee	Culinary	Requesting emails regarding culinary between Mel Whiteside and mayor Ronnie Price.	Kent Williams
2/5/2021	Shelby Smith	Trustee	Ray's Pay	Follow-up questions: How is Ray being paid? Why having to contract Ray? Emails and notes treated differently?	Kent Williams
2/6/2021	Mary Good	Trustee	Ray's Pay	What is Ray's hourly rate BCC pays him	Kent Williams
2/16/2021	Shelby Smith	Trustee	Operating Budget #'s	Numbers that were presented to the board in years 2015-2018 for the operating budget updates.	Kent Williams
2/22/2021	Julie Winslow	Trustee	Construction	Construction Program Information (State FOIA) Location	Kent Williams
2/22/2021	Julie Winslow	Trustee	Personnel Costs and Labor %	Compare the Labor % (to total expenses or cost). In addition the exact current number breakdowns for every year starting with 2014 – Labor costs & Total Expenses. Also what percent of that labor percent covered each year by the mutual agreement	Kent Williams

2/22/2021	Julie Winslow	Trustee	Conflict of Interest	Request for all Conflict of Interest forms filed annually for each BCC Trustee for the years 2021, 2020, 2019, 2018 and 2017 in accordance with the Butler County Ethics Policy that was completed in January.	Kent Williams
2/23/2021	Julie Winslow	Trustee	Articulation	Articulation agreements cost BCC (facilities, salaries, mileage, equipment. What are the costs of facilities for these sites, if any to BCC?	Kent Williams
2/23/2021	Julie Winslow	Trustee	Articulation	Articulation agreement cost BCC – What are teachers or staff teach these classes?	Kent Williams
2/23/2021	Julie Winslow	Trustee	Articulation	Articulation agreements cost BCC; if associated cost include student headcounts and credit hour counts.	Kent Williams
3/1/2021	Julie Winslow	Trustee	Stadium	Stadium costs breakdown 2016, 2017, 2018, 2019 and 2020 as far as events were billed there (usage) to whom they were billed (amount) and for how many hours?	Kent Williams
3/13/2021	Julie Winslow	Trustee	Missing Emails	Questions on emails – source butler trustees email originates from and deliver to? Who receives emails? Any changes to the trustees email forwarding directives?	Dr. Krull and Kent Williams
3/15/2021	Julie Winslow	Trustee	Record Retention	BCC policy(ies) on record retention and what “handbook”, policy book” or other operating policy book it (they might be a part of.	Kent Williams
6/15/2021	American Transparency – Stephanie Schreiner	American Transparency	Salaries 2020	Electronic copy of any and all employees for year 2020 (fiscal or calendar year) each employee to include employer name, employer zip code, compensation, first, middle and last name, hire date, base salary \$, bonus \$, overtime? \$, overtime \$, Gross annual wages and position title.	Kent Williams
7/2/2021	Kansas Policy of Institute – Beth Wasko	Kansas Policy Institute	Salaries 2020	Electronic format for School Year 2020 – 2021: For all persons receiving payments from BCC. Please include: School year, First name, Last Name, Position, Total Pay. To include all forms of compensation.	Kent Williams

5/10/2021	Rachael Hamilton	TouchNet Information System	E-commerce Solutions/Cash Net/Transact	All documents responses and contracts pertaining to 3-commerce solutions and CashNet/Transact following RFP for Student account Center of December 2020.	Kim Sherwood
6/1/2021	Julie Winslow	Trustee	Board Books	Requested a complete PDF of both the May 021 and June 2021 board packets via email.	Kent Williams
6/11/2021	Julie Winslow	Trustee	HR Compensation Study	Request at June Meeting for full copy of the salary analysis done by HR "a couple of years ago" that has helped BCC stay competitive as far as salaries and wages.	Kent Williams
6/11/2021, 6/24/2021	Julie Winslow	Trustee	Chart of Accounts	In the finance meeting this week we talked about a chart of account? The chart should include all organizations, how they roll up and the corresponding descriptions of each; organizational description, how they roll up into financial management system and "total" up.	Kent Williams
8/3/2021	Janie Jordan	Date Research Partners LLC	Names	Request a listing all BCC employees first and last names, e-mail addresses, title/position, and primary campus/department location	Kent Williams
8/6/2021	Shelby Smith	Trustee	Work Session	Requested that the BCC trustee work session that followed the special meeting on 7/26/21 be posted to YouTube in its entirety.	Dr. Krull
8/9/2021, 8/10/2021	Julie Winslow	Trustee	Legal Budget	An advance copy of the "STATEMENT OF CONDITIONAL LEASE, LEASE PURCHASE AND CERTIFICATE OF PARTICIPATION" page to be submitted to Butler County Clerk as part of the annual BCC budget information; further explained as lease cost for construction building at Rose Hill	Kent Williams
8/16/2021	Julie Winslow	Trustee	Audit	Explanation of the increase in net position from 2016 of 52,056,933 to 2020 of 62,813,960	Kent Williams

8/20/2021	Julie Winslow	Trustee	Employee Benefits	Printed/policy information for employee benefit categories submitted by Ms. Stultz and approved by the board at the last meeting (August 10 <sup>th</sup> ); HR policy included in orientation handouts for new employees?; requested digital copy emailed to me of either or both, as long as it is as detailed as what was presented in the August 2021 board packet in those updated policy/printed information and has been updated to include the new and improved benefits.	Kent Williams
8/20/2021	Julie Winslow	Trustee	KACCT Meeting	Question about whether KACCT meeting invite was emailed to all trustees; include a list of all BCC employees and trustees that will be attending.	Dr. Kim Krull

## **BOARD ACTION ITEMS**

Approval of Symmetry Energy Natural Gas Settlement Agreement - In April of this year Butler received an invoice from Symmetry Energy Solutions for natural gas delivered in February in the amount of \$87,855. This was caused by the bitter cold spell in February. For context the invoice amount one year earlier was \$13,263.

Butler is a member of KJUMP, which is a natural gas purchasing consortium sponsored by the Kansas Association of School Boards (KASB). Butler joined with other KJUMP member schools to protest the extreme increase caused by this weather anomaly and paid \$28,358 to Symmetry for the invoice. This amount was recommended by KJUMP based on the claim that Symmetry could only charge 125% of the prevailing rate under Kansas law concerning "Profiteering from a Disaster."

Last month KASB announced that a settlement had been reached with Symmetry for all KJUMP members. The announcement by KASB stated that each school would pay 50% of the unit gas charges. There are other fees and fixed charges that will not be reduced. This payment will be higher than the "statutory limit."

Each KJUMP member school has the option to accept the settlement or individually pursue further legal action against Symmetry. KASB believes, and Butler's administration and legal counsel concur, that accepting the settlement is the best course of action due to the uncertainty of individual legal action and additional legal fees. In a recent email Ray Connell stated, "Arguably, upon this final payment Butler is released from any additional obligation. This is true for Butler even if the 75% threshold is not met."

The settlement must be approved by the board of trustees and executed by September 30, 2021.

The KJUMP program will cease to exist and KASB will institute a new agreement for the former KJUMP schools with Wood River Energy. The new program will include contract provisions to mitigate the possibility for extreme fluctuations such as the February occurrence. The new program will commence October 1.

A copy of the Symmetry settlement agreement and related attachment follows.

The following excerpt from the KASB memo that accompanied the settlement agreement provides additional information.

"KASB and Symmetry Energy have been negotiating a settlement agreement to resolve billing disputes rooted in the impacts of Winter Storm Uri in February. We are excited to inform you that a settlement agreement between the two parties has been reached. As a member of the KJUMP natural gas pool, you have access to this negotiated settlement.

Settlement overview:

- Symmetry will discount February gas prices to roughly \$8.80 to \$9.50 per MMBtu based on local circumstances. The price paid for natural gas in the month of February will be cut while all other fees and pass-through charges will remain unchanged.
- KJUMP members will receive full indemnification from any pass-through fees or extraneous charges from their local distributors based on a failure of Symmetry to deliver natural gas in February. This does not free members from pass-through or associated delivery fees but should ensure that they remain in line with regular usage.

- Members release Symmetry Energy of any liability and agree to not join any class-action lawsuits or take legal action against Symmetry Energy in contest of natural gas prices for February 2021.
- Anytime information is requested about the details of the settlement agreement, notice must be made to Symmetry Energy.
- Pool members agree to take no performative action with media outlets or press. Though the settlement will become KORA eligible once action is taken on it by your local Board of Education, our NDA requires us to take reasonable actions to keep the details of the settlement confidential.
- Your school district, upon agreeing to the settlement, will be invoiced \$19,532.02 to resolve billing and all other aspects of the dispute. Attached to this email is a copy of the settlement agreement for your review and record keeping as well as a signature block to be signed by the district Superintendent and Board President to execute the agreement. Please sign the attached page and return it to [kjump@kasb.org](mailto:kjump@kasb.org) before September 30, 2021.

The agreement requires pool members to sign the agreement and make payment on or before September 30, 2021, and no exceptions will be given to that deadline.

We greatly appreciate your patience over the last six months as we have worked with outside counsel to secure a resolution to this truly unique situation that is both fair and beneficial to our members. Association staff, our counsel at Smythman and Zackoura, as well as our small advisory group believe that this is a fair settlement of the issue and are recommending that each individual district sign on to this agreement. Ultimately that authority lies with your Board of Education.

This agreement is far more generous than any other settlement being seen in the market, and we believe it represents the best path forward for our members to protect their financial resources while simultaneously avoiding a long and expensive legal battle.

The following is a summary of the Butler's charges and payments:

	<u>Gas</u>	<u>Fees</u>	<u>Total</u>
Original February invoice	<u>\$79,929</u>	<u>\$7,926</u>	<u>\$87,855</u>
Amount paid to-date	\$20,432	\$7,926	\$28,358
Amount to be paid with settlement	<u>\$19,532</u>	<u>\$0</u>	<u>\$19,532</u>
Total to be paid	<u>\$39,964</u>	<u>\$7,926</u>	<u>\$47,890</u>
			\$0
Amount released by settlement	<u>\$39,965</u>	<u>\$0</u>	<u>\$39,965</u>

Approve the attached Symmetry settlement agreement.

Recommended funding source - General Fund

There was consensus by the Board to table this item until the September 27 Special Board Meeting so that Attorney Connell could review recent developments at the State level.



EXECUTION COPY

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

**THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE** ("Agreement") is made and entered into as of this 1st day of September, 2021 (the "Effective Date"), by and between SYMMETRY ENERGY SOLUTIONS, LLC, a Delaware limited liability company ("Symmetry"), KANSAS JOINT UTILITY MANAGEMENT PROGRAM ("KJUMP"), and KJUMP Participating Schools. Symmetry, KJUMP, and Participating Schools are collectively referred to as the "Participating Schools." Symmetry and KJUMP are collectively referred to as "The Parties."

**RECITALS**

A. The Parties are parties to a contract pursuant to which KJUMP buys natural gas from Symmetry. The contract entered into by the Parties pursuant to an Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, which consists of various transaction confirmations dated in May and June 2019 ("Transaction Confirmations") (collectively, the "Contract"). The Contract is attached hereto as Exhibit C.

B. Symmetry billed the Participating Schools in the amount of \$8,400,066.73 for Natural Gas Sales ("NGS") and "related charges," and sent invoices to individual Participating Schools (the "February 2021 Invoices"). The NGS portion of the February 2021 Invoices is \$7,162,363.98. Symmetry confirms that no penalty charges from local distribution companies or any other entity are included in the "related charges."

C. The Participating Schools have paid Symmetry \$3,526,308.05 with respect to the February 2021 Invoices, leaving an unpaid amount of \$4,873,758.68 (the "Balance"), which KJUMP and the Participating Schools dispute they owe under the Contract.

D. Symmetry and KJUMP, for itself and on behalf of all its Participating Schools, enter into this Agreement to resolve fully and finally all claims that KJUMP or the Participating Schools may have against Symmetry related to the February 2021 Invoices or Symmetry's sale of natural gas and natural gas services provided in February 2021. This Agreement is intended to forever discharge and extinguish all claims and causes of action that the Parties have against each other relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021.

E. The Parties acknowledge that this Agreement constitutes a settlement of the dispute and is not an admission of liability of any signatory.

NOW THEREFORE, for and in consideration of the above Recitals, which are not mere Recitals and which are a material part hereof, and in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **Settlement Payment.** In consideration of the Release set forth in Section 2, Symmetry will (a) agree, subject to the adjustment referenced below, to discount the amount billed for NGS in the February 2021 Invoices by a material amount equal to \$3,581,181.99, and (b) accordingly accept payment of \$1,983,194.25 (the "Settlement Payment") from (140) Participating Schools that have a balance due as full payment of the Balance, and (c) on or before October 15, 2021, issue credits to (42) Participating Schools who have already paid more than their share of the settlement payment in the amount of \$690,617.56, subject to the adjustment referenced below (the "Settlement Credit"). Symmetry is willing to make this accommodation, and offer this significant discount, in recognition of the educational status of the Participating Schools, their role in the community, the length of the Parties' relationship and the distinct nature of the KJUMP Contract. This Agreement is contingent on Symmetry's receipt of at least 75% of the Settlement Payment (\$1,487,395.68) by September 22, 2021. Should such amount not be received by Symmetry on or before such deadline, this Agreement is null and void as to KJUMP and all Participating Schools. Any amount of the Settlement Payment not received by September 30, 2021 will be deducted (pro-rata) from the Settlement Credit to be paid to Participating Schools. Any Participating School that fails to remit its outstanding settlement obligation to Symmetry by September 30, 2021, as reflected in revised invoices that Symmetry shall issue pursuant to this Section, shall forfeit all rights under this Agreement, and agrees to full payment of its pre-discount individual past due balance.

February 2021 Invoice Amount (total of NGS and applicable other utility charges)	\$8,400,066.73
NGS Discount	- \$3,581,181.99
Balance after NGS Discount	\$4,818,884.74

Amount received (as of August 12, 2021)	- \$3,526,308.05
Balance Due	\$1,292,576.69
Settlement Payment	\$1,983,194.25
Settlement Credit (Unadjusted)	-\$690,617.56

2. **Release.** In consideration of the discount set forth in Section 1 above, the sufficiency of which is hereby acknowledged, KJUMP, each of the Participating Schools, and each of their respective agents, successors, assigns, heirs, executors and administrators, (hereinafter collectively referred to as "Releasers") hereby fully release and forever discharge Symmetry and all subsidiary and affiliated companies of Symmetry, and all of their respective directors, officers, employees, agents, successors, assigns, heirs, executors and administrators, insurers, co-insurers, reinsurers, insurance brokers, and all other related persons or entities, past, present, and future (hereinafter collectively referred to as "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, that any

Releasor has, possesses, and asserts, or that any Releasor may have, possess or assert, at any point in time, against any of the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas to KJUMP in February 2021. This release shall cover and include, but shall not be limited to, any claims asserted on behalf of one or more putative classes in the putative class action complaints described in Section 3 below or in any other related or similar class action suit, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a *parens patriae* action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations. It is the intent of the Releasors that this Agreement irrevocably bars any claims of any kind or manner that can or may be asserted by Releasors against the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided to KJUMP in February 2021. This release is immediately effective upon full execution of this Settlement Agreement by the Parties.

3. Notice of Class Action Litigation. Symmetry has made KJUMP and the Participating Schools aware through Exhibits A and B to this Agreement of two putative class action complaints filed in Texas, related to Symmetry's sale of natural gas: (i) Certified Roses Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action") and (ii) Quasar TMC Morgan, Ltd., et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action") (collectively, the "Lawsuits"). KJUMP and the Participating Schools, acknowledge receipt of Exhibits A and B to this Agreement, namely the two Notices of Class Action Litigation Related to Symmetry's Sale of Natural Gas in February 2021, providing additional information and details regarding the Lawsuits, the claims brought and the relief sought, and ways to learn more about the Lawsuits. By entering into this Agreement, KJUMP and the Participating Schools, are waiving the right to participate in the Lawsuits or any other class or consolidated proceeding, known or unknown, against Symmetry for any alleged harms caused by or related to Symmetry's sale of natural gas or natural gas services provided in February 2021. KJUMP and the Participating Schools, are aware that they are waiving the right to seek the relief sought in the Lawsuits or any other form of monetary damages or judicial relief by entering into this Agreement. KJUMP and the Participating Schools acknowledge that persons who choose to join the Lawsuits may receive more, less, or different relief than that provided to KJUMP and the Participating Schools under the terms of this Agreement. With knowledge of the foregoing, KJUMP and the Participating Schools, have chosen the benefits of this Agreement over any benefits that might be available through participation in the Lawsuits.

4. Waiver of Class Action Participation. KJUMP, on its own behalf and on behalf of the Participating Schools, hereby waives any right to participate in any class action lawsuit relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021, including the Lawsuits described in Section 3 above. In addition, if a class is certified in any such



lawsuit, including the Lawsuits described in Section 3 above, relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided in February 2021 and KJUMP and the Participating Schools are included within the scope of the class, KJUMP and the Participating Schools, agrees to opt out of that class within the time allotted to do so.

5. **Confidentiality.** The terms of this Agreement shall be treated as confidential to the fullest extent possible consistent with given the legal obligations of the Parties. Nothing in this confidentiality provision shall prohibit or limit the Parties from disclosing the terms of this Settlement Agreement to necessary employees charged with negotiating, implementing, and enforcing this Agreement; their accountants and attorneys; their officers and directors; the boards of each Participating School; and as otherwise required by law, including any applicable open records or freedom of information statutes. The Parties may also disclose to any third parties, courts or tribunals the fact that Symmetry and KJUMP have entered into an agreement to resolve all issues between them related to the February 2021 Invoices and Symmetry's sale of natural gas or natural gas services provided in February 2021. Symmetry may also disclose the content and terms of this Settlement Agreement to the extent necessary to the defense or settlement of the Certified Roses Action, Quasar Action or any other class action or consolidated or representative proceeding related to Symmetry's sale of natural gas in February 2021, and to any government entities, agencies, or regulatory authorities. This provision is a material term and is essential consideration for entering into this Settlement Agreement. Disclosure of information pertaining to this Settlement Agreement, except where provided for under the specific conditions described herein, shall be considered a material breach of this Settlement Agreement. KJUMP and each Participating School acknowledges that compliance with this Confidentiality section is material to Symmetry entering into this Settlement Agreement, and each Participating School further agrees that it will be obligated to repay the discount from the February 2021 Invoices set forth in Section 1 if any such Participating School breaches the obligations set forth in this Section.

6. **Indemnification.** KJUMP and each Participating School agrees that indemnification of any applicable penalties related to Symmetry's sale of natural gas in February 2021 shall be governed by Section 6 of the General Terms and Conditions. A copy of the Contract is attached hereto as Exhibit C.

7. **Utility Fees.** KJUMP and the Participating Schools agree and acknowledge that the Transport Pass-Through Fee on the February 2021 Invoices are fees that are charged and calculated by the utility and are consolidated on Symmetry's invoices to KJUMP every month in the normal course of business, that Symmetry did not calculate the Transport Pass-Through Fees on the February 2021 Invoices, and that such fees are not penalties as set forth in Section 6 of this Agreement and Section 6 of the Contract.

8. **KJUMP's Right to Independent Advice.** KJUMP and the Participating Schools acknowledge that the decision whether or not to enter into this Agreement is entirely voluntary on the part of KJUMP and the Participating Schools. KJUMP and the Participating Schools further acknowledge that Symmetry has informed KJUMP and the Participating Schools that it cannot give KJUMP or any of the Participating Schools legal advice. Symmetry has also informed KJUMP and the Participating Schools of their right to consult with legal counsel, and KJUMP and the Participating Schools acknowledge that they have had adequate time to do so before executing this Agreement.

9. **Taxes.** KJUMP and the Participating Schools agrees that all tax liability which may result from the payment of money as set forth herein rests with KJUMP and the Participating Schools alone. KJUMP and the Participating Schools expressly acknowledge that they have had the opportunity to consult, if they so desire, with a tax adviser of their choosing prior to the signing of this Settlement Agreement.

10. **Governing Law and Dispute Resolution.** This Agreement is to be construed and governed by the laws of the State of Kansas, exclusive of its choice of law rules. In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes or claims, including as to arbitrability, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. As the procedure for arbitration, Symmetry shall first propose to KJUMP three potential arbitrators from AAA within fifteen (15) days' notification of a dispute. If KJUMP rejects all of Symmetry's proposed arbitrators, KJUMP may propose within fifteen (15) days of being notified of Symmetry's choices three (3) additional potential arbitrators. Symmetry shall then have fifteen (15) days to accept or reject KJUMP's proposed arbitrator choices. If the Parties cannot agree on an arbitrator following this procedure, AAA will select the arbitrator. The substantially prevailing party in such arbitration shall be entitled to an award of attorney's fees and costs. The arbitration venue shall be seated in Kansas City, Kansas. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. **No Admission of Liability or Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by any Party of liability to the other. Nothing contained herein shall constitute an adjudication or finding on the merits as to any obligation or liability of any Party.

12. **Warranties of the Parties.** Each Party represents and warrants to the other that it now possesses, and that it has not assigned to any other person or entity, the claims against the other Party that it is releasing herein. Each Party also represents and warrants that its representative who signs this Settlement Agreement is duly authorized to bind it (and, in the case of KJUMP, to bind each of the Participating Schools) to the terms of this Settlement Agreement.

13. **Binding Effect.** All of the obligations, terms, provisions, and releases set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

14. **Amendment.** This Agreement may not be waived, changed, amended, modified, or otherwise altered except in writing executed by the Party against which such amendment, modification, alteration, or waiver is sought to be enforced.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, negotiations, and communications concerning the subject matter hereof are deemed merged herein.

16. **Section Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Settlement Agreement.

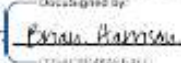
17. **Severability.** If any part of this Agreement is determined to be unenforceable under any law whatsoever, the remaining parts of the Agreement shall be given full effect. The Parties agree that if any portion of the Agreement or the Agreement in whole are found unenforceable under any law whatsoever, the Parties will execute and deliver such additional documents as may be convenient or necessary for the purpose of effectuating settlement and release of claims as set forth above.

18. **Counterpart Execution.** This Agreement may be executed in counterparts and facsimile or electronic signatures shall have the same force and effect as original signatures.

19. **Public Statement.** At Symmetry's option, KJUMP agrees to make a public statement regarding the resolution of the Participating Schools', or most of the Participating Schools', disputes with Symmetry, acknowledging Symmetry's good faith efforts and significant accommodation of the Schools' interests, the distinct nature of the KJUMP Contract, and any other matters reasonably requested by Symmetry.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates specified below.

SYMMETRY ENERGY SOLUTIONS, LLC

By  \_\_\_\_\_  
(27341701494011-1)

Date: 8/16/2021

Printed Name: Brian Harrison

Title: VP. Sales & Origination



[Document title]

## EXHIBIT A

### NOTICE OF CLASS ACTION LITIGATION RELATED TO SYMMETRY'S SALE OF NATURAL GAS IN FEBRUARY 2021

A putative class action lawsuit has been filed to date against Symmetry Energy Solutions, LLC ("Symmetry") related to Symmetry's sale of natural gas in February 2021.

**Jurisdiction.** The class action complaint has been filed in the United States District Court for the Eastern District of Texas.

**Class Action Lawsuit.** The class action lawsuit is: Certified Roses, Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action" or the "Lawsuit").

**Description.** The named plaintiffs in the Certified Roses Action seek to represent a class of persons or entities in the United States who purchased or obtained natural gas services from Symmetry "and were charged and/or paid excessive and/or exorbitant natural gas prices and costs during and because of Winter Storm Uri of February 2021." The plaintiffs assert various claims, including claims for breach of contract, violations of the Texas Deceptive Trade Practices Act, negligent misrepresentation, negligence, and for injunctive and declaratory relief. The complaint seeks, among other types of relief, compensatory damages, statutory and treble damages, punitive damages, a constructive trust, restitution, injunctive relief and other equitable relief, pre-judgment and post-judgment interest, reasonable attorneys' fees and expenses, costs of court, all costs and reasonable attorneys' fees as allowed by statute and such other relief as the Court deems just.

**Right to Independent Advice/Counsel.** The decision whether or not to enter into a settlement and release agreement with Symmetry is entirely voluntary on your part. Symmetry is not your counsel and cannot provide you legal advice. You have the right to consult with legal counsel or other representation prior to entering into a settlement and release agreement with Symmetry, and Symmetry encourages you to do so.

**Additional Information.** You may obtain additional information about the Certified Roses Action by consulting with your own counsel, researching the public case docket, or contacting counsel for the named plaintiffs in the Certified Roses Action at the following:

Derek H. Potts, Esq.  
T. Micah Dortch, Esq.  
J. Ryan Fowler, Esq.  
THE POTTS LAW FIRM, LLP  
3737 Buffalo Speedway, Suite 1900  
Houston, Texas 77098  
(713) 963-8881  
dpotts@potts-law.com

mdortch@potts-law.com  
rfowler@potts-law.com

**Effect of Settlement and Release.** Among other things, by entering into a settlement and release agreement with Symmetry, you will be waiving the right to participate in the Lawsuit or any other individual, class or consolidated or representative proceeding against Symmetry for any alleged harms arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021. You will also be waiving and releasing the right to participate in any settlement of the Lawsuit. You will also be waiving the right to seek the relief sought in the Lawsuit, any settlement of the Lawsuit or any other forms of monetary damages, judicial relief or other resolution. Persons who choose to join the Lawsuit may receive more, less, or different relief than that provided to you under the terms of a settlement and release agreement.



[Document title]

## EXHIBIT B

### NOTICE OF CLASS ACTION LITIGATION RELATED TO SYMMETRY'S SALE OF NATURAL GAS IN FEBRUARY 2021

A putative class action lawsuit has been filed to date against Symmetry Energy Solutions, LLC ("Symmetry") related to Symmetry's sale of natural gas in February 2021.

**Jurisdiction.** The class action complaint has been filed in the District Court of Harris County, Texas, 281<sup>st</sup> Judicial District.

**Class Action Lawsuit.** The class action lawsuit is: Quasar TMC Morgan, Ltd., et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action" or the "Lawsuit").

**Description.** The named plaintiffs in the Quasar Action seek to represent a class of persons or entities in the United States who purchased or obtained natural gas in Texas from Symmetry "and were charged and/or paid exorbitant, excessive, and/or unconscionable rates or amounts for natural gas during the pendency of Governor Abbot's declaration of disaster of February 12, 2021." The plaintiffs assert a claim for breach of contract, and claims for injunctive and declaratory relief. The complaint seeks, among other types of relief, actual damages, injunctive relief and other equitable relief, pre-judgment and post-judgment interest, costs of court, reasonable attorneys' fees as allowed by statute, and such other relief as the Court deems just.

**Right to Independent Advice/Counsel.** The decision whether or not to enter into a settlement and release agreement with Symmetry is entirely voluntary on your part. Symmetry is not your counsel and cannot provide you legal advice. You have the right to consult with legal counsel or other representation prior to entering into a settlement and release agreement with Symmetry, and Symmetry encourages you to do so.

**Additional Information.** You may obtain additional information about the Quasar Action by consulting with your own counsel, researching the public case docket, or contacting counsel for the named plaintiffs in the Quasar Action at the following:

Peter B. Schneider, Esq.  
Ryan Hicks, Esq.  
SCHNEIDER WALLACE COTTRELL KONECKY, LLP  
3700 Buffalo Speedway, Suite 960  
Houston, Texas 77098  
(713) 338-2560  
pschneider@schneiderwallace.com  
rhicks@schneiderwallace.com

Jerry Hecht, Esq.  
HECHT & ASSOCIATES  
5433 Westheimer Rd., Suite 875

[Document title]

Houston, Texas 77056  
(713) 554-3025  
trialatt@aol.com

**Effect of Settlement and Release.** Among other things, by entering into a settlement and release agreement with Symmetry, you will be waiving the right to participate in the Lawsuit or any other individual, class or consolidated or representative proceeding against Symmetry for any alleged harms arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021. You will also be waiving and releasing the right to participate in any settlement of the Lawsuit. You will also be waiving the right to seek the relief sought in the Lawsuit, any settlement of the Lawsuit or any other forms of monetary damages, judicial relief or other resolution. Persons who choose to join the Lawsuit may receive more, less, or different relief than that provided to you under the terms of a settlement and release agreement.

[Document title]

### EXHIBIT C

[Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, and Transaction Confirmation No. 665348 (KGS Market Zone), No. 665349 (KGS T-System), 655350 (KGS Production Zone), No. 665351 (SS Atmos Production Zone), No. 665352 (SS Atmos Market Zone), No. 665353 (SS MWE Production Zone), No. 665357 (SS Black Hills Energy Production Zone); No. 665500 (Tallgrass MWE Deliveries); No. 665501 (Tallgrass BHE Delivery); No. 665502 (SS Direct Production Zone); No. 665503 (KGSMML Atmos Deliveries); No. 665607 (PEPL BHE Delivery); No. 665608 (NNG BHE Delivery); No. 665610 (PEPL Field Delivery to KGS); No. 665613 (PEPL Market Delivery to KGS); No. 665614 (NNG KGS Delivery); No. 665615 (NGPL KGS Delivery); No. 665616 (WTG BHE Delivery); and No. 665617 (CIG MWE Delivery)]

Approval of KJump Wood River Natural Gas Contract

Butler Community College has been and is currently a member of the KJUMP program for the purchase of natural gas. KJUMP is sponsored by the Kansas Association of School Boards (KASB). KJUMP will cease to exist on September 30, 2021, and be replaced by the KASB Energy Management Program, referred to as KBS.

KBS has negotiated an agreement with Wood River Energy of which Butler has the opportunity to participate. The program will have a fixed rate of \$4.26MM Btu for five years using the General Fund existing budget.

Trustee Winslow moved that the Board approve the KJump KASB Kansas Energy Management Program Member Participation and Agency Agreement. Trustee Good seconded. The motion passed unanimously in a roll call vote.

## KASB Energy Management Program



Kansas Board Solutions, Inc.

Rod Spangler,  
Assistant Executive Director & CEO - Kansas Board  
Solutions, Inc. Kansas Association of School Boards

[rodspangler@kasb.org](mailto:rodspangler@kasb.org)



Mike Thomas,  
Vice President - WoodRiver Energy

[mthomas@woodriverenergy.com](mailto:mthomas@woodriverenergy.com)

Butler Community College

**Please sign and submit the following documents**

KANSAS ASSOCIATION OF SCHOOL BOARDS KANSAS ENERGY MANAGEMENT  
PROGRAM

MEMBER PARTICIPATION AND AGENCY AGREEMENT

**Butler Community College** (the "Member"), Kansas Board Solutions, Inc., (KBS) – on behalf of the Kansas Association of School Boards (KASB) Energy Management Program, previously known as KJUMP (KBS and the KASB Energy Management Program, collectively, "Agent") and WoodRiver Energy, LLC (the Natural Gas Contract Program Administrator (the "Program Administrator")

(each also referred to herein as a "Party" and collectively the "Parties") hereby agreed that the Member will participate in the KBS Energy Management Program (Program) administered by the Program Administrator in accordance with this Member Participation Agreement ("Agreement") with KBS acting as agent for the Member.

The date of this Agreement is \_\_\_\_\_ (the "Effective Date").

Definitions:

"Gas" means any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.

"Gas Supply Contracts" means the Base Contract for the Sale of Natural Gas by and between Program Administrator and Agent (on behalf of Member) dated 8/4/21, as amended from time to time (the "Base Contract"), and any Confirmation entered into pursuant to the certain Base Contract. A copy of the Form of the Base Contract and initial Confirmation are attached hereto as Attachment A.

"Pipeline" means any utility or local distribution company ("LDC") pipeline, distribution system, or storage facility including, those identified in the applicable Transportation Agreement(s).

"Transportation Agreements" means a contract or agreement for transportation, distribution, or storage service entered into by and between Member and the Pipeline utility or LDC as such agreements are identified on Attachment B.

The base term of this Agreement shall be five years (the "Term"), which is the term of the form of the initial Confirmation in Attachment A, hereto. In the event the Gas Supply Contracts applying to Member are extended, notwithstanding any other provision of this Agreement, the Term shall be extended to be concurrent with the extended Gas Supply Contracts upon written notice from Agent to Member.

Member hereby appoints KBS to serve as its exclusive agent to execute and manage the Gas Supply Contracts and the Transportation Agreements throughout the Term of this Agreement. To the extent necessary, Agent and Member will execute an agreement (examples include the Kansas Gas Service Transportation Affidavit and the Atmos Energy Agency Letter Form) provided by the Pipeline utility or LDC to authorize Agent to manage the Transportation Agreements ("Transportation Agency

Agreements"). A copy of each Transportation Agency Agreement will be provided to all Parties. Agent shall have no authority to undertake action on behalf of Member that is beyond the scope of the authorization stated in this Agreement. In no event shall Agent, in its capacity as agent or otherwise, take title to the Gas being transported under the Transportation Agreements or be responsible for any charges related to the Gas Supply Contracts or Transportation Agreements. Program Administrator has read and acknowledges the agency agreed to in this Agreement.

The Member assigns and grants Agent the sole right and discretion to contract with the Program Administrator on its behalf to administer the operation of the Program, by and on behalf of the Member. As consideration for these services the member will pay the Agent as a component part of the fixed price contract amount of \$4.26 per MMBtu, the amount of 10 cents per MMBtu, which will be paid to Agent by WoodRiver on a quarterly basis. The Member further understands, acknowledges and agrees that the Program Administrator will sell Gas to the Member for the Member's use pursuant to the Gas Supply Contracts. The Program Administrator will provide the Member with a single monthly statement consolidating its' gas bill under the Gas Supply Contracts including the Program Administration Fee. Member will be responsible for payment of the bills and provides it full support and credit to the Program Administrator in consideration for the Gas Supply Contracts. The Program Administrator will consolidate the Program Administration Fee paid monthly by the Members and remit the full amount collected to the Agent within sixty (60) days after the end of each calendar quarter.

Agent is not responsible for the actions of the Program Administrator or any of its authorized subcontractors providing services to the Member, nor is it responsible for the actions of the Member. To the extent authorized by law, the Member agrees to defend, indemnify, and hold harmless Agent from any and all claims, loss damages, and attorney's fees and expenses associated therewith incurred as a result of any claim against Agent arising out of or premised upon any action of the Member or the employees, agents or subcontractors of the Member; or, any and all claims, loss damages, and attorney's fees and expenses associated therewith incurred as a result of any claim or action arising out of the relationship between the Member and or the Program Administrator, or the employees, agents or subcontractors of the Member or Program Administrator.

No Party or its directors, trustees, agents, officers, or employees, shall be liable to any other Party, its directors, trustees, agents, officers, or employees, for any punitive, consequential, incidental, indirect, exemplary of special damages arising out of a claim related to this Agreement, whether as a result of a breach of contract, breach of warranty, tort liability (including both negligence and strict liability), strict liability or otherwise.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Agreement shall be deemed to be in full force and effect as if such invalid provision was not contained herein.

The Parties agree to execute and deliver such additional instruments or documents as may be necessary to carry out the purposes of this agreement

This Agreement contains all of the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, amendments to agreements, arrangements and

communications, between the parties concerning such subject matter, whether oral or written, except as specifically provided otherwise in this Agreement. This Agreement has been duly authorized, executed and delivered by the parties hereto and constitutes a legal, valid and binding obligation of the

Parties. The signatures hereto represent and warrant that they are duly authorized to execute the Agreement on behalf of their principal.

**Butler Community College**

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

Print Name: Kimberly Krull

President


**WoodRiver Energy, LLC**

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

Print Name: Jo Moak

Administrative Manager

**Kansas Board Solutions, Inc. (KBS)** -- on behalf of the Kansas Association of School Boards, Inc. (KASB) Energy Management Program, previously known as KJUMP

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

Rodney R. Spangler

CEO- Kansas Board Solutions, Inc.



**Base Contract for Sale and Purchase of Natural Gas**  
 This base Contract is entered into as of the following date: 8/4/21

<b>PARTY A</b> WOODRIVER ENERGY, L.L.C.	<b>PARTY NAME</b>	<b>PARTY B</b> Kansas Board Solutions, Inc. (KBS) a wholly owned subsidiary of Kansas Association of School Boards, Inc as Agent for its Kansas Energy Management Program (formerly known as KJUMP) Members
633 17 <sup>th</sup> St., Ste 1410 Denver, CO 80202	<b>ADDRESS</b>	1420 SW Arrowhead Rd Topeka, Kansas 66604
www.woodriverenergy.com	<b>BUSINESS WEBSITE</b>	www.kash.org
	<b>CONTRACT NUMBER</b>	
079366805	<b>D-U-N-S® NUMBER</b>	
<input checked="" type="checkbox"/> US FEDERAL: 46-4484599	<b>TAX ID NUMBERS</b>	<input checked="" type="checkbox"/> US FEDERAL:
<input type="checkbox"/> OTHER:		<input type="checkbox"/> OTHER:
Colorado	<b>JURISDICTION OF ORGANIZATION</b>	Kansas
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC	<b>COMPANY TYPE</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC
<input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership		<input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership
<input type="checkbox"/> LLP <input type="checkbox"/> Other:		<input type="checkbox"/> LLP <input type="checkbox"/> Other: Government
	<b>GUARANTOR (IF APPLICABLE)</b>	
<b>CONTACT INFORMATION</b>		
WoodRiver Energy, L.L.C. ATTN: Jo Nanette Mbak TEL#: 719-263-5720 FAX#: 303-238-3301 EMAIL: jo.mbak@woodriverenergy.com	• <b>COMMERCIAL</b>	ATTN: Rod Spangler TEL#: 785-273-3660 FAX: EMAIL: rodspangler@kash.org
WoodRiver Energy, L.L.C. ATTN: Scheduling TEL#: 978-471-9112 FAX#: 303-238-3301 EMAIL: scheduling@woodriverenergy.com	• <b>SCHEDULING</b>	ATTN: Rod Spangler TEL#: 785-273-3660 FAX: EMAIL: rodspangler@kash.org
WoodRiver Energy, L.L.C. ATTN: Jo Nanette Mbak TEL#: 719-263-5720 FAX#: 303-238-3301 EMAIL: jo.mbak@woodriverenergy.com	• <b>CONTRACT AND LEGAL NOTICES</b>	ATTN: same as above TEL#: FAX: EMAIL:
WoodRiver Energy, L.L.C. ATTN: Lauren Smarch TEL#: 303-935-3096 FAX#: 303-238-3301 EMAIL: lauren.smarch@woodriverenergy.com	• <b>CREDIT</b>	same as above ATTN: TEL#: FAX: EMAIL:
WoodRiver Energy, L.L.C. ATTN: Jo Nanette Mbak TEL#: 719-263-5720 FAX#: 303-238-3301 EMAIL: jo.mbak@woodriverenergy.com	• <b>TRANSACTION CONFIRMATIONS</b>	same as above ATTN: TEL#: FAX: EMAIL:
<b>ACCOUNTING INFORMATION</b>		
WoodRiver Energy, L.L.C. ATTN: Accounts Receivable TEL#: 1-888-510-9315 Opt #2 FAX#: 303-238-3301 EMAIL: ar@woodriverenergy.com	• <b>INVOICES</b> • <b>PAYMENTS</b> • <b>SETTLEMENTS</b>	same as above ATTN: TEL#: FAX: EMAIL:
BANK: JPM Chase ABA: 021000021 ACCT: 639976898 OTHER DETAILS:	<b>WIRE TRANSFER NUMBERS (IF APPLICABLE)</b>	BANK: Equity Bank ABA: 101105254 ACCT: 7701023091 OTHER DETAILS:
BANK: JPM Chase ABA: 111000614 ACCT: 639976898 OTHER DETAILS:	<b>ACH NUMBERS (IF APPLICABLE)</b>	BANK: Equity Bank ABA: 101105254 ACCT: 7701023091 OTHER DETAILS:

<b>ATTN:</b> WoodRiver Energy, LLC <b>ADDRESS:</b> PO Box 732686, Dallas TX 75373-2686	<b>CHECKS</b> (IF APPLICABLE)	<b>ATTN:</b> <u>N/A</u> <b>ADDRESS:</b> _____
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**Base Contract for Sale and Purchase of Natural Gas**

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<b>Section 1.2</b> Transaction Procedure <input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written	<b>Section 10.2</b> Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u> _____ _____ _____
<b>Section 2.7</b> Confirm Deadline <input type="checkbox"/> 2 Business Days after receipt (default) OR <input checked="" type="checkbox"/> 5 Business Days after receipt	
<b>Section 2.8</b> Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer	
<b>Section 3.2</b> Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	<b>Section 10.3.1</b> Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
<b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b>	
<b>Section 2.31</b> Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	<b>Section 10.3.2</b> Other Agreement Setoffs <input type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
<b>Section 6</b> Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
<b>Section 7.2</b> Payment Date <input checked="" type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	<b>Section 15.5</b> Choice Of Law <u>Kansas</u>
<b>Section 7.2</b> Method of Payment <input type="checkbox"/> Wire transfer (default) <input checked="" type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	<b>Section 15.10</b> Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
<b>Section 7.7</b> Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions Number of sheets attached: <u>2</u> <input type="checkbox"/> Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

WOODRIVER ENERGY, L.L.C. By:  <b>Jo Nanette Moak</b> Administrative Manager	SIGNATURE By:  PRINTED NAME <b>Rodney R. Spangle</b> TITLE <b>CEO KS Broad Solutions, Inc</b>
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## General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

### SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

#### **Oral Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

#### **Written Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.
- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.	
<b>Cover Standard:</b>	
3.2.	The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.
<b>Spot Price Standard:</b>	
3.2.	The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any,



obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

## SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Sellers shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

### Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

### Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting

documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such disputes, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the



creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

**The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.**

**Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

**Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

**The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.**

**Other Agreement Setoffs Apply:****Bilateral Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

**Triangular Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

**SECTION 11. FORCE MAJEURE**

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe;

(iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Days written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.8, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuation or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

## SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.


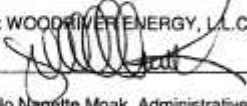

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.



TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

 <b>WoodRiver Energy</b> empowering your passion	Date: _____ Transaction Confirmation #: _____
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract. The Term of this Transaction Confirmation shall be from October 1, 2021 to October 1, 2026.	
<b>SELLER:</b> WoodRiver Energy, L.L.C. 633 17 <sup>th</sup> St., Ste 1410 Denver, CO 80202 Attn: Jo Moak Phone: 719-263-5720 Email: jo.moak@woodriverenergy.com	<b>BUYER:</b> KBS as Agent for its' Kansas Energy Management Program (formerly known as KJUMP) Members (as shown in the attached Schedule 1, as may be amended on an annual basis as required below) Insert Address <i>1420 SW Arrowhead Tulpeke KS 66604</i>
Contract Price: The Base Contract Price for the Contract Quantity described hereinbelow shall be defined as a fixed price of \$4.26 per MMBtu. The Contract Price will not change during the Term of this Transaction Confirmation absent a material adverse event (such as a tariff increase (or decrease) of over 10%) in which case the Contract Price shall be adjusted by such change.	
Delivery Period: Concurrent with Term	
<b>Performance Obligation and Contract Quantity:</b>  <b>Full Requirements Service</b>  During periods of daily balancing, OFO's or other critical notice periods, Buyer may be required to limit usage to the average daily baseload volume, additional gas may be bought/sold.	
Delivery Point(s): See Deliver Point meters set forth in Schedule 1.	
<b>Estimated Monthly Quantities:</b>  Estimated quantities are shown for each Kansas Energy Management Program Member, by Delivery Point meter, by month, in the attached Schedule 1. Buyer will update quantities, by Delivery Point meter, by month, annually on the anniversary of this Transaction Confirmation to the extent any estimated quantity is reasonably anticipated, based on known or reasonably known changes to the facilities or facilities usage of any Kansas Energy Management Program Member, to vary from the prior schedule by more than 10% or any new meter is added by any Kansas Energy Management Program Member.	
Seller: WOODRIVER ENERGY, L.L.C. By:  Title: Jo Nanette Moak, Administrative Manager Date: August 4, 2021	Buyer:  By: _____ Title: <i>CEO Kansas Board Solution Inc</i> Date: <i>8/4/21</i>

SPECIAL PROVISIONS TO  
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

These Special Provisions ("Special Provisions") to the Base Contract for Sale and Purchase of Natural Gas and General Terms and Conditions thereto ("Base Contract") dated June 1, 2018, by and between WoodRiver Energy L.L.C. and KBS as Agent for its' Kansas Energy Management Program (formerly known as KJUMP) Members, shall supplement and form part of the Base Contract. Except as otherwise set forth in these Special Provisions, all of the terms and conditions of the Base Contract shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Special Provisions and the terms and conditions set forth in the Base Contract, the terms and conditions set forth in these Special Provisions shall prevail. The defined terms and used herein shall have the same meaning as set forth in the Base Contract.

The General Terms and Conditions of the Base Contract shall be modified by insertion of the new sections 2.19.1, 4.4, 4.5, 4.6, 7.8, 11.7, 15.13, 15.14

- 2.19.1 **"Full Requirements Service"** shall require that Seller be the sole source of Gas for 100% of Buyer's purchased supply needs including all services specified by the Transporter tariff then in effect, as required to supply Buyer's demand at the Delivery Point(s).
- 4.5 4.5 If there is a material change in any existing law, order, or applicable pipeline tariff regarding imbalances, Seller may terminate this Agreement at any time after the first 2 years, upon 365 days advance notice to terminate at the end of Year 3 of this Agreement. Material change is defined to mean a requirement of daily balancing within a 5% tolerance or the elimination of a group, pool, or aggregation balancing of supplies and deliveries of natural gas hereunder. The Parties will use all reasonable efforts to communicate any such change, whether or not material.
- 4.6 Notwithstanding anything hereinabove to the contrary, during the term of any period of daily balancing, operational flow order, critical notice or other like event declared by an Transporter for any transaction, Seller reserves the right to purchase Excess Quantities or to sell Shortfall Quantities at current market prices as determined by Seller in its reasonable discretion during the term of any period of daily balancing, operational flow order, critical notice or other like event declared by a Transporter and Seller has provided prior written notice (via email) of the aforementioned 'event' to Buyer prior to Seller's purchase or sale of gas. However, no excess purchases on behalf of the Buyer shall be billed to Buyer.
- 7.1 Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, including an administrative services fee for Agent, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced

quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.8 Venue for any action tried hereunder shall be in Kansas City, Kansas, whether in federal or state court.

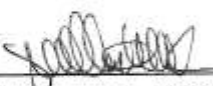
11.7 An event of Force Majeure shall not excuse either party from liquidated damages related to the settlement of any quantities.

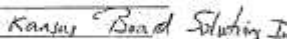
15.13 The parties hereby agree and understand that any reference to NYMEX or OTC price indicators, or any utilization of these exchanges by Seller is specifically in connection with Seller's cash market operations, and shall not in any way subject Seller to the Commodity Exchange Act ("CEA"). Neither Seller nor any of its employees or affiliates is acting as a Broker, Dealer, or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is specifically not offering to Buyer or advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Seller also may provide industry fundamentals, and other conditions affecting the energy markets. Seller provides any such material for information purposes only and not to recommend any transaction, course of dealing or strategy with respect to such markets. Through providing this information, WoodRiver in no way acts as a Commodity Trading Advisor, Broker, or Dealer. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.

15.14 Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind.

WOODRIVER ENERGY, L.L.C.  
(Seller)

  
(Buyer)

By:   
Title: Jo Nanette Moak, Administrative Manager

By:   
Title: CEO Kansas Board of Supervisors

Date: August 4, 2021

Date: 8/4/21



Account No: See attached list  
 Meter No: \_\_\_\_\_  
 Meter No: \_\_\_\_\_  
 Meter No: \_\_\_\_\_



Mike Thomas

## TRANSPORTATION AFFIDAVIT

Butler Community College, whose facilities are located at,  
Legal Account/Customer Name

Ed Dorado, KS 67042 transports natural gas through the facilities of  
Physical Meter Address  
 Kansas Gas Service, a division of ONE Gas Inc., pursuant to its applicable tariffs.

This affidavit is effective: October 1, 2021 whereby authorize:  
Effective Date Start of Transport

Wood River Energy, LLC to:  
Third Party Marketer Name

- Forward to Kansas Gas Service Company our monthly nomination and any nomination revisions.
- Receive information concerning our accounts.
- Receive duplicate monthly billing statements upon request.
- Coordinate the aggregation of my natural gas usage with that of other Kansas Gas Service customers also served by the same marketer for purposes of balancing.

A security deposit may be assessed or adjusted in transitioning from General Service to Transportation.

These authorizations will continue until a subsequent Transportation Affidavit or written cancellation is provided to Kansas Gas Service Company.

Signature X \_\_\_\_\_ Title: President

Printed Name: kimberly krull Phone: \_\_\_\_\_

Signatory - Email Address: kkru11@butlercc.edu

Signatory- Mailing Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

### Emergency Contact Information:

**Primary:** \_\_\_\_\_  
Name Title Email

\_\_\_\_\_  
Day Phone Evening Phone Cell/Pager

**Secondary:** \_\_\_\_\_  
Name Title Email

\_\_\_\_\_  
Day Phone Evening Phone Cell/Pager

NO.	Customer	Location Name	Utility Account/ meter
50	Butler Community College	Butler Community College--S12980	1201726391
50	Butler Community College	Butler Community College--S12976	1208062792
50	Butler Community College	Butler Community College--S12979	1208265861
50	Butler Community College	Butler Community College--S12978	1209545444
50	Butler Community College	Butler Community College--S17882	1200847007
50	Butler Community College	Butler Community College--S12977	1209828046

#### Approval of Reece Nichols Agreement – 9100 Building

For a few years, the Board and Administration have discussed the future of the 9100 Building. With the completion of the 5000 Building renovation project, classes and offices housed in the 9100 Building were moved to the 5000 Building. At the direction of the Board, Dr. Krull, Kent Williams, Lynn Umholtz and Ireland Turner met with John Rupp, Reece Nichols South Central Kansas the end of March to walk through the 9100 Building and seek ideas about the potential sale of the 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.

Jeremy Sundgren and John Rupp joined the Board meeting in June to provide insight into the 9100 Building. The Board gave direction at the end of June to work with John Rupp for the sale of the 9100 Building. The contract to engage John Rupp, Reece Nichols South Central Kansas is included.

Trustee Smith moved that the Board approve entering into an agreement with John Rupp, Reece Nichols, to assist in the sale of the 9100 Building. Trustee Good seconded. The motion passed unanimously with a roll call vote. The agreement follows:



## **AUCTION EXCLUSIVE RIGHT TO REPRESENT SELLER CONTRACT**

This Auction Exclusive Right to Represent Seller Contract between Butler County Community College, SELLER (collectively, "OWNER") and ReeceNichols South Central Kansas ("BROKER") for the property described below:

### **1. The Property:**

Fortney Acres, Section 05, Township 27, Range 03 East, Lot 3, Acres 4 or more commonly known as 110 East 21<sup>st</sup> Street, Andover, Kansas 67002

(the "Property"). If a more accurate description of the Property is set forth in any contract executed by OWNER, or in any survey or title commitment prepared pursuant to any contract, then the more accurate description will be deemed to be incorporated into this Contract as the description of the Property. OWNER acknowledges that OWNER is responsible for providing BROKER with a legally accurate description of the Property. See attached Exhibit "A" for a visual depiction of Property.

**2. Terms and Conditions of Sale.** OWNER desires to retain the services of BROKER to help OWNER sell the Property. OWNER appoints BROKER as OWNER'S exclusive agent for the Term (described herein), under the terms and conditions set forth in this Contract, with the exclusive right to auction/list and sell the Property. This Contract is EXCLUSIVE for a period beginning on the Effective Date of the Contract and ending at 11:59 p.m. six (6) months after the Auction Date. OWNER hereby warrants to BROKER that this is the one and only Right to Represent Seller Contract in effect regarding the Property and OWNER has the capacity to convey merchantable title to the Property.

The successful bidder shall be required to deposit \$70,000.00 as earnest money at the day of auction. Checks will be made payable to and held in escrow by a title insurance company to be named.

**3. Type of Auction.** The Property will be sold subject to OWNER confirmation (i.e. when the high bid is determined at the sale, the BROKER shall notify OWNER to obtain OWNER's approval or rejection of that bid).

**4. Sale Prior to Auction.** Property is subject to sale prior to auction.

**5. Auction Format, Date, Time & Location.** To be mutually agreed upon between OWNER and BROKER unless otherwise stated.

**6. Closing Date.** Closing shall occur forty-five (45) days from the full execution of a Real Estate Purchase Contract.

**7. Advertising and Promotion.** OWNER agrees to pay BROKER a marketing fee of \$2,500.00 upon execution of this Contract to be applied toward the cost of advertising and marketing expense for the subject Property.

**8. Listing Services.** OWNER authorizes BROKER to: (i) Cooperate and share the commission payable under this Contract with other brokers including brokers who have been employed as Buyer agents, transaction brokers, or designated agents, subject, where applicable, to authorization as otherwise provided in this Contract; (ii) Submit pertinent information, including images when applicable, concerning the Property to any listing service to which BROKER subscribes and to abide by the rules of the listing service; (iii) Obtain information on mortgages, liens and other encumbrances that may be reflected on the condition of title to the Property; (iv) Use, modify, and publish any photographs, floor plans, architectural drawings, video, audio, or other copyrightable material related to the Property ("Works"), and to incorporate such Works into other works in any form; (v) Create listing content that is owned exclusively by BROKER, and to which OWNER has no right, title or interest.

9. **Compensation.** OWNER agrees that commission to BROKER shall be a 10% Buyer's premium which will be added to the final bid price and paid by the Buyer. BROKER will offer to a participating broker 3% of BROKER's 10% at closing provided their client is the successful bidder.

OWNER authorizes the payment of the commission to BROKER from OWNER'S proceeds at closing. If the Property is not sold during the term of this Contract but a sale is made directly or indirectly within 180 days after this Contract terminates to anyone to whom the Property was shown or submitted during the term of this Contract and whose name BROKER has submitted to in writing to OWNER either prior to or within 10 days from the expiration or cancellation of this Contract, the Commission and other compensation is due and payable to BROKER. OWNER will exclude all such names submitted from any subsequent listing.

**10. OWNER Representations.**

a. **Title.** OWNER: (i) is the sole fee simple owner of the Property; (ii) is authorized and has the capacity to execute and deliver this Contract; (iii) has the right and authority to convey good and clear title to the Property; and (iv) has the right and authority to sell the Property. OWNER has been informed of OWNER'S responsibility to provide prospects with evidence of clear title when called for in a purchase contract. OWNER authorizes BROKER to order or procure title evidence through Security 1st Title. Title to the property is vested in the name(s) of OWNER.

b. **Legal Action.** OWNER shall notify BROKER in writing if any actions are brought, or OWNER receives any written notices pertaining to, any foreclosure, lien claims, litigation or condemnation proceedings with respect to any part of the Property.

c. **Disclosures.** OWNER understands that under applicable State law, OWNER has a duty to disclose to prospective buyers facts actually known by the OWNER which may materially and adversely affect the value of the Property, including but not limited to structural or mechanical defects and violations of governmental laws, rules and regulations. Except as otherwise noted in writing by OWNER, to the best of OWNER'S knowledge, there are no material, physical, structural or mechanical defects in the Property and there are no hazardous substances, pollutants, or contaminants on the Property, the presence or disposal of which is subject to federal, state or local environmental regulation, nor is there any equipment, storage tank, container or structural element on the Property that contains or utilizes and has released or could release, any such hazardous substance, pollutant or contaminant into the environment or the interior of any building on the Property. BROKER highly advises OWNER to prepare a written disclosure form for prospective buyers and recommends that OWNER consult with legal counsel concerning such disclosure requirements and the completion of any disclosure form.

OWNER will provide all inspection, environmental and any other third party reports and authorizes BROKER to disclose such reports and agrees to hold BROKER, its affiliated licensees and employees, and all cooperating Brokers and their agents and employees harmless for any damages or civil or criminal actions, and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by OWNER in connection with the sale of the Property including, without limitation, the inaccuracy of information provided by OWNER for the preparation of the listing, contained in any disclosure statement, or otherwise provided or omitted in connection with the sale of the Property. OWNER agrees to thoroughly review the listing information prepared by BROKER and advise BROKER immediately of any errors or omissions.

d. **Cooperation.** OWNER will refer all inquiries about the Property to BROKER, and OWNER will conduct negotiations with prospects through BROKER.

e. **Adherence to Applicable Law.** OWNER understands that it must comply with all federal, state and local laws concerning fair housing and acknowledges that federal, state and local laws prohibit discrimination in the sale of property based on race, color, religion, sex, disability, familial status or national origin.

f. **Placement of Signage and Entry onto Property.** OWNER agrees that BROKER may, during the term of this Contract, place a "For Sale" sign on the Property through the closing of the sale. OWNER further authorizes BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show the Property to prospective buyers or other brokers. In order to allow such access to the Property by BROKER, OWNER will furnish BROKER with a key or access code to the Property, and right to install a lockbox at the entrance to the Property. OWNER agrees to keep the Property and any improvements fully insured until closing on a sale of the Property and to leave on any utilities at the Property during the term of this Contract or until possession by a buyer, whichever is later, unless otherwise provided in a contract between OWNER and a buyer.



g. **Indemnity.** OWNER will indemnify, hold harmless and defend BROKER, BROKER'S sales associates and employees against any liability and expense (including, but not limited to, reasonable attorney's fees) due to: (i) acts of third parties; (ii) death of, or personal injury to, any person on the Property; (iii) loss or damage to any personal or real property; (iv) vandalism, theft, accident or casualty; (v) any incomplete, incorrect, misleading or inaccurate information furnished by OWNER about the Property; (vi) concealment by OWNER of any material information about the Property; and (vii) any other cause of damage or loss arising out of the marketing, showing, sale or lease of the Property, except for BROKER'S gross negligence or willful misconduct.

**11. Broker Representations.**

a. **Performance.** Perform the terms of this Contract, exercise reasonable skill and care for OWNER, and promote the interests of OWNER with the utmost good faith, loyalty and fidelity **unless** acting as a transaction broker and to assist with the closing of a sale of the Property.

b. **Price and Terms.** BROKER will seek a price and terms acceptable to OWNER for a sale of the Property.

c. **Minimum Services.** BROKER will provide, at a minimum, the following services: (i) accept delivery of and present to OWNER all offers and counteroffers to sell OWNER'S Property; (ii) assist OWNER in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived; and (iii) answer OWNER'S questions relating to the offers, counteroffers, notices, and contingencies.

d. **Continuing Marketing Obligations.** BROKER will not be obligated to continue to market the Property or present subsequent offers for sale after an offer for sale has been accepted by OWNER, unless the pending sales contract permits OWNER to continue to market the Property and consider other offers for sale until closing.

e. **Disclosures.** BROKER will disclose to OWNER all adverse material facts actually known by BROKER'S designated agent or agents about a prospective buyer. BROKER will disclose to OWNER any facts known by BROKER'S designated agent or agents which are omitted from or contradict any information included in a written report prepared by a qualified third party. BROKER will further disclose to any prospective buyer all adverse material facts actually known by BROKER'S designated agent or agents including but not limited to environmental hazards affecting the Property, material defects in the physical condition of the Property or title thereto, and any material limitation on OWNER'S ability to perform under the terms of a sales contract.

f. **Adherence to Applicable Law.** BROKER will comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.

g. **Confidentiality.** BROKER will keep all information about OWNER confidential unless: disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent misrepresentation; or disclosure is necessary under applicable law to defend the BROKER or affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

**12. Brokerage Relationship Disclosure.** OWNER hereby acknowledges receipt of Real Estate Brokerage Relationships document, attached hereto and made a part hereof.

**13. Brokerage Relationships Confirmation.** Unless otherwise provided herein, OWNER authorizes the designated broker to cooperate with and compensate other designated brokers. OWNER consents to a Designated Agency relationship. (Supervising Broker acts as a Transaction Broker); OWNER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum; OWNER consents to the appointment of a Designated Agent for a Buyer in sale of the OWNER'S Property.

**14. Notice To Sellers Who Are Foreign Persons.** A SELLER who is a foreign person should consult an attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering into negotiations or contracts for the sale of property. (please initial one)

\_\_\_\_\_  
SELLER is **not** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the 160 Internal Revenue Code and Income Tax Regulations).

\_\_\_\_\_  
SELLER **is** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).

15. **Legal and Professional Advice.** BROKER suggests OWNER seek legal, tax, and other professional advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. OWNER is encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by OWNER, but BROKER shall have no liability to OWNER pertaining to such matters.

16. **Governing Law.** This Contract will be governed by the laws of the State of Kansas.

17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties; any prior agreements pertaining thereto, oral or written, have been merged and integrated into this Contract. There shall be no modification of any of the terms of this Contract unless such modification has been agreed to in writing, as provided for in this Contract.

18. **Severability.** If any provision of this Contract is found by a Court to be invalid or unenforceable, said provision will be deemed to be deleted from this Contract, and the remainder of this Contract will continue to be valid and enforceable.

19. **Disclosure of Special Assessments.** In compliance with Kansas law, OWNER hereby discloses to buyer that the Property is subject to special assessments as shown on Exhibit "B," attached hereto and made a part hereof.

20. **Anti-Fraud Disclosure Statement.** Electronic communications such as email and text messages and social media messaging are neither secure nor confidential. While ReeceNichols South Central Kansas has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. ReeceNichols South Central Kansas will never send you any electronic communication with instructions to transfer money or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

21. **Effective Date.** The Effective Date of this Contract will be the last date in which this Contract is accepted and fully executed by OWNER and BROKER.

22. **Electronic Signatures and Transactions.** OWNER and BROKER agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, the BROKER has no authority to enter into electronic agreements with other parties on behalf of OWNER unless authorized to do so by a duly executed power of attorney.

23. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of BROKER and OWNER and their respective heirs, legal representatives, successors, and assigns.

**CAREFULLY READ ALL TERMS AND PROVISION ON ALL PAGES OF THIS CONTRACT AND ATTACHMENTS BEFORE SIGNING. WHEN SIGNED, THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

BROKER:  
ReeceNichols South Central Kansas

OWNER:  
Butler County Community College

By: \_\_\_\_\_  
John Rupp, Designated Agent      Date

By: \_\_\_\_\_  
Authorized Signature      Date

By: \_\_\_\_\_  
Jake Steven, Designated Agent      Date

By: \_\_\_\_\_  
Authorized Signature      Date

1551 N. Waterfront Parkway, Suite 301  
Wichita, KS 67206  
316.260.5900

# Exhibit "A"

null  
Kansas, AC 41-

RealtyNichols  
Commercial Real Estate



Google

Commercial & Auction Division  
P: 313 250 5300 F: 313 250 5301  
1001 N. Westmore Parkway

M The information contained within this document is confidential and intended for the use of the recipient only. It is not to be distributed to other parties without the prior written consent of Realty Nichols.



## Exhibit "B"

3/10/2021

TAX INFORMATION MODULE

### PROPERTY TAX INFORMATION



[Return To County Website](#) [Logout](#)

#### Tax History Information

**Type** RL **CAMA Number** 303 05 0 00 05 003 00 0 01 **Tax Identification** 001-1288000  
**Owner ID** BUTL00126 BUTLER CO COMM COLLEGE  
**Taxpayer ID** BUTL00126 BUTLER CO COMM COLLEGE  
 110 E 21 ST 67002

[Current Taxes](#)  
[Current Real Estate Detail](#)  
[GIS Map](#)  
[Print Friendly Version](#)

**Subdivision** FORTNEY ACRES **Block** **Lot(s)** 3 **Section** 5 **Township** 27 **Range** 03

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<a href="#">2019</a>	BUTL00126	0037589	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2018</a>	BUTL00126	0026379	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2017</a>	BUTL00126	0021498	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2016</a>	BUTL00126	0017379	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2015</a>	BUTL00126	0012702	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2014</a>	BUTL00126	0031553	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2013</a>	BUTL00126	0026879	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2012</a>	BUTL00126	0022057	001			0.00	0.00	0.00	0.00	Yes	Yes
<a href="#">2011</a>	BUTL00126	0018036	001			0.00	0.00	0.00	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

\* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

[Back To Search Results](#)

[Back To Search Criteria](#)

http://www.bucoks.com/InternetSite/tax/Search/tax\_history.aspx?\_CamaNumber=303050000500300001&\_Type=RL&\_TaxUnit=001&\_TaxParcel=... 1/2



## DON'T LET SCAM ARTISTS STEAL YOUR MONEY!

Because you are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals.** These sophisticated criminals could:

- Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.
- They can even send you emails that appear to be from your agent, your closer or another trusted source!



**WHEN YOU ARE USING REECENICHOLS, WE WILL NEVER ASK YOU TO WIRE MONEY VIA EMAIL, EVER!**

If you receive wiring instructions, even if it appears legitimate, **do not send money to that account.** Always call to verify such instructions.

Closing with another company? Always contact the closer directly before wiring any money. To ensure it's the closing company:

- Do not use a phone number or other contact information from an email.
- Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.
- Do not share your social security number in an email.

I acknowledge the above information:

\_\_\_\_\_  
(Buyer/Seller)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer/Seller)

\_\_\_\_\_  
(Date)





## Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

**An Agent**, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

**The transaction broker** is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

**Agents and Transaction Brokers** have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Supervising/branch broker

ReeceNichols South Central Kansas

Real estate company name approved by the commission

Buyer/Seller Acknowledgment (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

#2000



### Company/Franchise Disclosure Addendum

(To be used as an attachment to all agency contracts and sales contracts)

\_\_\_\_\_  
ReeceNichols South Central Kansas ("BROKER") is an  
independently owned and operated real estate brokerage and member of  
ReeceNichols Alliance, Inc.

BROKER is a franchisee and pursuant to the terms of its license agreement,  
ReeceNichols Alliance, Inc. and ReeceNichols Realtors, Inc. have no legal liability for  
the conduct and actions of BROKER. BROKER is authorized to use licensor's trade  
name and insignias.

**CAREFULLY READ THE TERMS OF THIS FRANCHISE DISCLOSURE ADDENDUM BEFORE  
SIGNING. WHEN SIGNED, THIS ADDENDUM BECOMES A PART OF LEGALLY BINDING AGENCY  
CONTRACTS AND SALES CONTRACTS.**

*Sign Where Applicable*

\_\_\_\_\_  
SELLER/BUYER

\_\_\_\_\_  
Date

\_\_\_\_\_  
SELLER/BUYER

\_\_\_\_\_  
Date

Approved for ReeceNichols Alliance members use in Kansas and Missouri. Feb 2017.

#### Approval to Purchase Culinary Program Food Truck

Butler Community College has the opportunity to purchase a new full-kitchen food truck from Corporate Caterers of Wichita. The truck is a 1998 Chevy P30 that was used as a bread truck. Three years ago, the truck was purchased in Florida by an aspiring chef to sell food. The owner put a brand new kitchen in the truck and used it six times before selling the truck. Corporate Caterers purchased the truck and used it three times before COVID-19 but it has not been used since.

In addition to the new kitchen, the truck has new tires/wheels and a new generator. It has been serviced and inspected and shows no repair issues. Chef Luis Pena and Dean Mel Whiteside have inspected the vehicle and find it in extremely good working order and meeting the needs of the program. The purchase price is \$65,000. The college's purchase of the food truck will allow it to be titled and insured by the college.

The Butler Community College Foundation will provide Butler Community College with \$65,000 for the purchase of a 1998 Chevy P30 food truck. The Foundation will also provide funding support for the food truck to be wrapped with Butler Community College colors and logo.

Trustee Good moved that the Board approve the bill of sale for the purchase of a 1998 Chevy P30 food truck for the culinary program in the amount of \$65,000. Trustee Rhodes seconded. The motion passed unanimously with a roll call vote. The bill of sale follows:

KANSAS DEPARTMENT OF REVENUE  
**BILL OF SALE**  
[www.ksrevenue.org](http://www.ksrevenue.org)

This Bill of Sale is an affidavit of the amount of money or value that was exchanged between the seller(s) and buyer(s) for the vehicle listed herein. ONLY antique vehicles (vehicles 35 years old or older) can have the ownership transferred (sold) by bill of sales. All other vehicles sold by or purchased from a Kansas resident must have the ownership transferred (sold) by assigned title.

**Seller Information**

Printed Name Bennie L. Arnold  
Address 135 N WACO  
City Wichita  
State KS  
ZIP 67202

**Buyer Information**

Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
ZIP \_\_\_\_\_

**Vehicle Information:**

Year 1988 Make Chrysler VIN 1GBHP3248W3304157

Purchase Price: \$ \$65,000 Date of Sale: \_\_\_\_\_

By our signatures, we swear and affirm the above stated purchase price is true and accurate under penalty of perjury. I am aware that the law provides severe penalties for making false statements under oath.

Signature of Seller [Signature] Date 9-1-21  
Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

**Antique Vehicle Transfer of Ownership**  
Complete only if no title is available.

This section of the bill of sale is to be used to transfer ownership of an antique vehicle (vehicle that is 35 model years old or older) when there is no Kansas title for the vehicle in the name of the owner / seller. All information in the bill of sale above and the antique vehicle transfer of ownership below MUST be complete for this to be a valid assignment of ownership. If a non-Kansas resident owns the antique vehicle and the vehicle is not maintained / garaged in Kansas, the ownership of the vehicle must be transferred according to the laws of the seller's home state of residence.

I, the undersigned, certify that I am the owner of this antique vehicle, which is listed above, and on this day I have sold and am transferring ownership of this vehicle to \_\_\_\_\_ listed above as buyer. To the best of my knowledge, no title has been issued in my name for this vehicle in any titling jurisdiction.

I further certify that I will guarantee this vehicle to be free and clear from all defects, liens or encumbrances of any nature whatsoever and that I will indemnify any subsequent purchaser of same for any loss sustained should anyone prove ownership of said vehicle superior to my title.

Date vehicle was sold and delivered: \_\_\_\_\_

Signature of Seller: \_\_\_\_\_

**Notice to Buyer:**

All 1950 or newer antique vehicles sold on a bill of sale must obtain an MVE-1, (Motor Vehicle Examination) issued by the Kansas Highway Patrol or their designee and submit the MVE-1 with this bill of sale when applying for antique title. Application for title must be made within 60 days of the purchase date in the county treasurer's motor vehicle office in the county in which the vehicle will be located / garaged. Penalty will be assessed on and after the 61<sup>st</sup> day.

### Approval of Adobe Creative Campus and Adobe Sign

Butler Community College must ensure students are provided with the tools to develop the high-demand skills enabling them to ultimately build digital literacy and fluency. The confluence of Adobe Creative Campus and Microsoft 365 will enhance our student's ability to achieve success in today's workforce, as that success is often dependent on their agility across digital platforms. With a largely rural and non-traditional student population and a significant number of Butler students being first generation learners, the college plays an important role in developing the county, region, and states' workforce. A part of that role includes empowering students and faculty with the tools and resources needed to achieve success in today's digital world. Butler's commitment to student success is the primary driving factor in leading the college to become an Adobe Creative Campus

Butler Community College has a unique opportunity to become the first college in the state of Kansas that is an Adobe Creative Campus. This opportunity will provide the complete Adobe Creative Cloud suite to our students, faculty and staff and integrate digital literacy skills into students' curriculum; preparing students for success in the classroom and in the modern economy while teaching digital literacy skills across disciplines. Adobe provides extensive hands on workshop and mentoring opportunities to faculty to help integrate Adobe Creative programs into their academic curriculum. Becoming an Adobe Creative Campus provides branding that differentiates Butler Community College from other colleges in our state. This differentiator will allow us to market Butler to prospective students, current students, parents and alumni. Students will benefit exponentially by learning the digital skills that Adobe creative cloud provides, giving our students an edge in a competitive modern workplace and positions them better for employment success after Butler. Student engagement increases as they become exposed to more immersive course projects, gain confidence and become innovators inside and outside the classroom. Adobe Creative Cloud suite includes 30 plus individual software programs.

Adobe is a Microsoft strategic partner, allowing Adobe Creative Cloud and Adobe Sign to integrate into Butler's current Microsoft environment and LMS Canvas. The proposed ETLA agreement includes the opportunity to implement Adobe Sign. Adobe Sign creates an automated flow for required approvals and signatures on internal documents and documents required of students. This software provides digital signatures, time stamps, and electronic acknowledgements of digital forms. Adobe Sign would be instrumental in collecting documents and signatures for Kansas Promise Act, Financial Aid documentations, internal document approvals and signatures, and vendor related approvals and contract signatures. The 3-year contract for Adobe Creative and Adobe Sign is \$685,315.12.

Trustee Law moved that the Board approve the ETLA agreement to Adobe for Adobe Creative Campus and Adobe Sign to be paid with Cares II HEERF funding. Trustee Winslow seconded. The motion passed unanimously with a roll call vote.





## Adobe Sales Order Amendment

Customer BUTLER COMMUNITY COLLEGE  
 Deal Registration ID DR3044031  
 Currency USD  
 Partner CDW LOGISTICS

### Adobe Inc.

Products and Services Pricing Detail:

#### Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date. Support Services are described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65310024	Adobe Sign for ent ProSvcz Sub:TRN	Advance Annually - In	15,000	Each Transaction Per Year	15 September 2021	14 September 2024

01 Adobe Sign for ent ProSvcz Sub:TRN:  
 Each twelve-month period during the License Term constitutes one "Year". For the initial Year, the "Transaction Limit" is set as the Quantity of Transactions set forth in the table above. For each Year thereafter, the "Transaction Limit" will be set as the greater of (i) the prior Year's Transaction Limit or (ii) the actual number of Transactions processed by Customer during the prior Year. Each Year, Customer may process Transactions up to the applicable Transaction Limit. Unused Transactions expire at the end of each Year and do not carry over to the next Year. If Customer exceeds the Transaction Limit as tracked and recorded within the On-demand Service administrative console, Adobe will issue a quote to Customer (or reseller, if applicable) for the overage amount and Customer will submit a corresponding purchase order to Adobe (or reseller, if applicable) to facilitate an invoice from Adobe. Adobe will invoice Customer for the excess number of Transactions at a rate of \$2.02 per Transaction. For example, in Year one, Customer's Transaction Limit is 100 Transactions, but Customer processed 250 Transactions. For Year two, Customer's new Transaction Limit is 250 Transactions (instead of 100), and Adobe will invoice Customer for 250 Transactions for Year two as well as for the excess 150 Transactions processed in Year one. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

#### Creative Cloud, Document Cloud and Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term. "Support" services for the Products and Services are described at <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
02	65313791	All Apps HED Faculty/Staff*	Advance Annually - In	332	Enterprise-Wide	4 August 2021	14 September 2021
03	65297410	Shared Device License HED*	Advance Annually - In	150	Enterprise-Wide	4 August 2021	14 September 2021
04	65297410	Shared Device License HED	Advance Annually - In	1,000	Enterprise-Wide	15 September 2021	14 September 2024



05	65313790	All Apps, Pro for Higher EDU Students	Advance Annually - In	7,200	Each USER Per Year	13 September 2021	14 September 2024
06	65313789	All Apps, Pro HED Faculty/Staff	Advance Annually - In	532	Enterprise-Wide	13 September 2021	14 September 2024

\*Prorated &lt; 12 months

02 All Apps HED Faculty/Staff:  
This product has both On-premise Software and access to On-demand Services.

03-04 Shared Device License HED:  
This product is On-premise Software for use solely in Customer's shared device environments. Users may only access On-demand Services in such shared device environments through User's unique login ID, which must be obtained under separate license from Adobe. Users may only access On-demand Services in accordance with the terms of this Agreement. When Users access the Products and Services on shared devices, Customer is solely responsible for (1) establishing policies, practices, and controls to ensure that each User logs out of his or her Adobe account at the end of a usage session on a shared device; and (2) any unauthorized use of a User's Adobe account resulting from such User's failure to log out of his or her Adobe account or other accounts at the end of a usage session on a shared device.

05 All Apps, Pro for Higher EDU Students:  
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Students are "Users" as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. "Education License" means, for Students, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Students to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, solely in connection with Enterprise-approved Student activities, and not for any other purpose. Enterprise-approved Student activities include, for example, activities related to Student coursework at the Enterprise.

06 All Apps, Pro HED Faculty/Staff:  
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Faculty Members and Staff Members are "Users" as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. "Education License" means, for Faculty Members and Staff Members, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Faculty Members and Staff Members to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, for: (a) advertising, marketing, promotional, and decoration purposes related solely to the Enterprise; and (b) professional and academic activities related solely to the Enterprise, and not for any other purpose. For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Pro Images solely for the benefit of the Enterprise.

## Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
07	65310023	Adobe Sign for ent ProSVcs Sub:SVCS T1	Advance Annually - In	1	Each Per Year	13 September 2021	14 September 2024

07 Adobe Sign for ent ProSVcs Sub:SVCS T1:  
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-SignforEnterprise-ProfessionalServices-2020MAR05.pdf>. Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

## Summary of Fees

	North America
Year One Fees	230,623.12
Year Two Fees	227,346.00
Year Three Fees	227,346.00
<b>TOTAL</b>	<b>685,315.12</b>

## Sales Order Terms and Conditions

1. This Sales Order is an amendment ("Amendment") to Adobe Contract Number 00820710 / agreement number DR2744570 (the "Existing Agreement"). Except as expressly modified by this Amendment, the Existing Agreement remains unmodified and in full force and effect. All Adobe Products and Services listed on this Sales Order are provided under the following: (A) this Amendment; (B) the Terms and conditions in the Existing Agreement, which is incorporated herein by reference; and, (C) the applicable Product Specific Licensing Terms ("PSLTs") available here: <https://www.adobe.com/legal/terms/enterprise-licensing.html> (collectively, the "Agreement"). The Existing Agreement includes the applicable Sales Order(s) and related master Terms, including any and all exhibits, appendices, addenda, and attachments. In the event of conflict between this Amendment and the Existing Agreement, the Terms of this Amendment will control. Customer indicates its agreement to the Terms of this Amendment and the Existing Agreement.
2. Notwithstanding anything to the contrary in the General Terms referenced in section 1 of the Existing Agreement, section 14.2 (Governing Law ,Venue) of the General Terms is hereby modified as follows: (a) the reference to "the laws of the State of California" is replaced by "the laws of the State of Kansas"; and the reference to "the County of Santa Clara, State of California" is replaced by "courts of competent jurisdiction located within the State of Kansas".
3. As of the License Term Start Date set forth in this Amendment, the Product and Services Pricing Detail table in this Amendment supersedes in its entirety the corresponding Products and Services Pricing Detail table in the Existing Agreement 00820710 for Year 2 and Year 3.
4. Term 5 is hereby omitted and replaced with the following:
  5. For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier; Customer represents and warrants that as of the Effective Date, (i) its current FTE Count is 532 ; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is 1,000; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 532. If Customer's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.

## 4. Term 6 is hereby omitted and replaced with the following:

6. (A) **Deployment.** Using the Admin Console, Customer may Deploy the quantity of Products and Services for use by Students in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. The "Admin Console" means Adobe's enterprise licensing management console for administrators to manage and Deploy Adobe Products and Services. "Deploy" means to make a license available for Products and Services to a User, Student, or Computer, as applicable, regardless of whether or not the license was accessed by a User or Student. A Student may use the Products and Services on one non-Enterprise owned Computer which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage.

(B) **Annual True-Up Report.** Using the form found at [www.adobe.com/go/trueup](http://www.adobe.com/go/trueup), Customer must report any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) **Calculating Annual Average Over-Deployment Count.** For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity ("Baseline"), including the highest total number of licenses over-Deployed on any given day during the Month (the "Monthly High-Water Mark"), if any. "Month" means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. "Annual Average Over-Deployment Count" means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12<sup>th</sup> Month is determined as the equivalent of the Monthly High-Water Mark of the 11<sup>th</sup> Month), and (ii) dividing the sum by 12.

(D) **True-Up Fees.** Customer will be billed in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and the Customer will be billed for the increase in Baseline license count at the true-up fees rate.

Adobe Products and Services	Unit Price
All Apps, Pro for Higher EDU Students	26.00

Adobe Contract Number: 00864252

Reference Agreement Number: 00820710

By signing below, each Party acknowledges that it has carefully read, fully understands, and agrees to the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). Each of the individuals signing this Agreement represents that they have the authority to bind their respective Party to its terms.

Adobe Inc. (ADUS)  
345 Park Avenue, San Jose, CA 95110, United States

BUTLER COMMUNITY COLLEGE  
715E 13TH ST, ANDOVER, KS 67002-8551 UNITED STATES

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Purchase Order Number :  
ECC ID Number: 23806431

North America

End User : 23806431	Bill-To: 0000446006	Deploy-To :
BUTLER COMMUNITY COLLEGE 715E 13TH ST ANDOVER, KS, 67002-8551 UNITED STATES	CDW LOGISTICS LLC 200 N MILWAUKEE AVE VERNON HILLS, IL, 60061-1577 UNITED STATES	BUTLER COMMUNITY COLLEGE 715E 13TH ST ANDOVER, KS, 67002-8551 UNITED STATES
	Invoicing Contact Name: Contact Email: caromar@cdw.com	Customer Admin Name: Amy Kerschner Contact Email: akerschner@butlercc.edu

Instructions for sending signed original agreements to Adobe:

Please return your signed original agreement per the appropriate instructions below. If you have questions regarding these instructions, please contact your Adobe Account Manager or [Adobe Customer Service](#).

For Customers located in the United States, Canada and Mexico only please use one of the following methods to return the signed original agreement to Adobe:		
Mailing Address	Email	FAX
Mail two signed agreement originals to: Adobe Inc. 345 Park Avenue San Jose, California 95110-2704 USA Attention: Contract Operations Group	Scan and email signed agreement to: *Email: <a href="mailto:rgcordus@adobe.com">rgcordus@adobe.com</a>	FAX signed agreement to: FAX: (801) 437-2883



#### Approval of Compensation Increases for Staff and Part-Time Faculty

The administration recommends the following compensation increases for YE 2022 for the following employee categories: Operational Staff, Institutional Support Staff, Coaches, and Administrative Staff.

- Recommendation for staff salary increase:  
The administration recommends a 5.0% salary increase for each full-time and part-time staff member: Operational Staff, Institutional Support Staff, Coaches, and Administrative Staff, except for the President whose contract is considered separately.
- Recommendation for part-time faculty:  
The administration recommends an increase in salary rate for part-time faculty of per credit hour from \$665 to \$700. This is a 5.2% increase rounded to the nearest dollar.
- Recommendation for staff health insurance contribution increase:  
The administration recommends that the college contributions to staff health and dental insurance premiums remain the same.

	Actual YE 2021 College contribution per each staff member per month – for staff members participating in Butler's group health insurance plan	Recommended YE 2022 College contribution per each staff member per month – for staff members participating in Butler's group health insurance plan
Single Plan	\$602.49	\$602.49
Single + One Plan	\$1,433.98	\$1,433.98
Family Plan	\$1485.60	\$1,485.60

Note: All contributions by the college for employee group health insurance premiums are limited to the actual amount of the premium. Therefore, some contribution amounts in the preceding table may be reduced to the actual premium amount.

Trustee Law moved that the Board approve the proposed salary and health insurance increases for staff employees for the fiscal year ending June 30, 2022 as presented. Trustee Good seconded. The motion passed 4 – 0 with the following roll call votes:

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

Trustee Law moved that the Board approve a level at the same contribution amounts as 2020 – 2021, for staff, health and dental insurance premiums as presented. Trustee Good seconded. The motion passed 5 - 2 with the following roll call votes:

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

Approval to Purchase of Business Analytics Platform and Development

The package purchase of the business analytics platform Tableau and its initial development by Datatelligent through the state approved vendor Carahsoft was submitted to the Board. With this purchase, Butler will move into the era of realtime data access and visualization utilizing its enterprise resource portal to provide vital insights to decision makers in real time. The initial development will be for the Accounts Receivable unit with plans to scale up the capability over time to other areas of operations as capacity and resources permit.

Trustee Smith moved that the Board approve the purchase of the Tableau+Datatelligent package from Carahsoft at \$39,700 to be paid with Higher Education Emergency Relief Funding (HEERF). Trustee Law seconded. The motion passed unanimously with a roll call vote. The invoice for his purchase follows:

# GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO:	Esam Mohammad Associate Vice President of Research and Institutional Effectiveness Butler Community College 901 S Haverhill Rd BOE 215 El Dorado, KS 67042 USA	FROM:	Kristin Lam Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	emohammad@butlercc.edu	EMAIL:	Kristin.Lam@carahsoft.com
PHONE:	(316) 323-6426	PHONE:	(571) 662-3784
		FAX:	(703) 871-8505

TERMS:	Contract Number: EID0063-2021MA Contract Term: 04/1/2021 to 03/31/2026 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Sales Tax May Apply	QUOTE NO:	27393012
		QUOTE DATE:	08/17/2021
		QUOTE EXPIRES:	09/16/2021
		RFQ NO:	
		SHIPPING:	ESD
		TOTAL PRICE:	\$39,700.00
		TOTAL QUOTE:	\$39,700.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	DT018Q	DataIntelligent Data Analytics as a Service (DataS) DataIntelligent LLC Start Date: 10/01/2021 End Date: 12/31/2021	\$25,000.00	\$25,000.00 OM	1	\$25,000.00
2	TABOM-1260121.1803-CS	Explorer - License - Online - 1 Year Tableau Software - 1260121.1803	\$375.00	\$375.00 OM	10	\$3,750.00
3	TABOM-1160121.1803-CS	Viewer - License - Online - 1 Year Tableau Software - 1160121.1803	\$135.00	\$135.00 OM	50	\$6,750.00
4	TABOM-1360121.1803-CS	Creator - License - Online - 1 Year Tableau Software - 1360121.1803	\$630.00	\$630.00 OM	2	\$1,260.00
5	TABOM-1248121.1904-CS	Training - eLearning: Explorer Tableau Software - 1248121.1904	\$60.00	\$60.00 OM	10	\$600.00
6	TABOM-1048121.1806-CS	Training - eLearning: Creator Tableau Software - 1048121.1806	\$120.00	\$120.00 OM	2	\$240.00
7	TABOM-1047907.1808-126-CS	Training - Desktop I & II: Accelerated - Open Registration Tableau Software - 1047907.1808	\$2,100.00	\$2,100.00 OM	1	\$2,100.00
SUBTOTAL:						\$39,700.00
						TOTAL PRICE: \$39,700.00
						TOTAL QUOTE: \$39,700.00

CONFIDENTIAL  
PAGE 1 of 2

QUOTE DATE: 08/17/2021  
QUOTE NO: CONFIDENTIAL  
27393012



## GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
<b>Data Analytics as a Service -</b>						
<b>Partnership</b>						
-Data Analytics Maturity Roadmap						
-Customer Success Plan						
<b>People</b>						
-1 Analytics Solution						
-1 Data Pipeline						
-Project Planning & Coordination						
<b>Platform</b>						
-Visualization Tool						
-Data Pipeline						

Tableau will no longer differentiate Add-On products with a separate Product Code. Product Codes for new license and those added to an existing Deployment will be the same. Please ensure your internal records are updated to reflect this change.

Notwithstanding anything to the contrary in your license agreement with Tableau, Tableau eLearning is subject to Section 9 of the End-User License Agreement available at [www.tableau.com/eula](http://www.tableau.com/eula) ("EULA"). Your use of the Tableau website is subject to any terms posted thereon, including without limitation any Terms of Service and Privacy Policies. If you are redirected to any other website, use of such website may be subject to any terms posted thereon.

Your use of Tableau eLearning is limited to the Term and number of Authorized Users set forth above. Notwithstanding anything to the contrary in the EULA, log-in credentials for eLearning Authorized Users may not be shared and may not be transferred or reassigned to different or additional individuals, and Training materials provided with or downloaded from Tableau eLearning may not be shared.



### Approval of Student Laptop Initiative

The pandemic exposed a digital divide for students, leaving many lacking the technology needed to participate in their courses. A student laptop initiative will provide two important factors for Butler:

1. Removing the barrier to students needing access to technology and a marketing enrollment differentiator. Removing the barrier to technology helps ensure students' success at Butler and creates a mobile and agile environment for students; positioning Butler in the case of an unpredictable future with Covid.
2. Butler would become the first community college in the state to offer a formalized laptop initiative program available to all students, creating a differentiator that can be used to market to prospective students, current students, and parents. The student laptop initiative will help Butler achieve equitable access to technology for all students as well as helping provide access to technology for the underrepresented populations.

This initiative, in combination with the Adobe Creative Campus program and the usage of the Microsoft 365 suite, will further champion innovation at Butler, enhancing the digital literacy, fluency and agility of Butler students, while allowing faculty the digital freedom in course curriculum development. Under this plan, the opt-in student laptop initiative will begin with the spring 2022 semester.

The student laptop initiative provides an opportunity to strengthen and create a business and industry strategic partnership with Ribbit computers to provide support and hardware maintenance for this program. Ribbit computers proposal will provide student laptops with anti-virus/malware software, vulnerability management software, proactive maintenance/system monitoring, unlimited in-store and remote hardware support and a 3-year hardware warranty. This support will cost \$5 per month per laptop enrolled in the program for a cost of \$180,000 for spring, summer, and fall 2022.

The laptop cost breakdown for a quantity of 3,000 follows:

Dell Inspiron 15 4GB	\$823,170.00	plus cost to upgrade to 8GB	\$135,000.00
Lenovo V14 ADA 4GB	\$865,320.00	plus cost to upgrade to 8GB	\$84,000.00

Trustee Rhodes moved that the Board approve the purchase of 3,000 Lenovo V14 ADA laptops from CDW, and upgrade to 8GB RAM and hardware/software support from Ribbit Computers for a total cost of \$1,129,320 to be paid with Cares II HEERF funding. Trustee Good seconded. The motion passed unanimously with a roll call vote.

## 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
MHSC860	8/23/2021	MHSC860	0345781	\$288.44

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo V15-ADA-15" - 8th Gen Intel® Core™ i5-8265U - 8GB RAM - 128GB SSD	1	6230971	\$288.44	\$288.44
Mfg. Part#: 82C6903E00				
Contract: Univ of KS Bd Regents, Affiliate - Catalog (17010729)				

PURCHASER BILLING INFO		SUBTOTAL	\$288.44
<b>Billing Address:</b> 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	\$288.44
DELIVER TO		Please remit payments to:	
<b>Shipping Address:</b> BUTLER COUNTY COMMUNITY COLLEGE AMY KERSCHNER 901 S HAVERHILL RD EL DORADO, KS 67042-3280 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC'S SALES CONTACT INFORMATION			
	Dave Wietczak	(877) 493-1102	davewai@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at [http://www.cdw.com/en/contractingandprojects/conditionsales.html](#)  
 For more information, contact a CDW account manager  
 © 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision.

Click the Order Now button below to accept this quote and complete your order. You can also get help with a new quote by contacting your Sales Rep for more assistance.

**Order Now**

<b>Quote No.</b>	3000095175707.1	<b>Sales Rep</b>	Phillip Chancellor
<b>Total</b>	\$274.39	<b>Phone</b>	(800) 456-3355, 5130287
<b>Customer #</b>	529998298522	<b>Email</b>	Phillip_Chancellor@Dell.com
<b>Quoted On</b>	Aug. 17, 2021	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Sep. 16, 2021		BUTLER COUNTY COMMUNITY COLLEGE
			901 S HAVERHILL RD.
			FINANCE OFFICE
			EL DORADO, KS 67042

### Message from your Sales Rep

Please contact Phillip\_Chancellor@Dell.com if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Phillip Chancellor

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
CHRIS MILLER BUTLER COUNTY COMMUNITY COLLEGE 901 S HAVERHILL RD. EL DORADO, KS 67042 (316) 322-3219	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Inspiron 15 3000	\$274.39	1	\$274.39
Dell Preferred Account as low as \$20 / month <sup>A</sup>			
<sup>A</sup> See last page for financing details			
Subtotal:			\$274.39
Shipping:			\$0.00
Non-Taxable Amount:			\$274.39
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$274.39

## Shipping Group Details

<b>Shipping To</b>	<b>Shipping Method</b>
CHRIS MILLER BUTLER COUNTY COMMUNITY COLLEGE 901 S HAVERHILL RD, EL DORADO, KS 67042 (316) 322-3219	Standard Delivery

		Quantity	Subtotal	
<b>Inspiron 15 3000</b>		<b>\$274.39</b>	<b>1</b>	<b>\$274.39</b>
Estimated delivery if purchased today: Aug. 25, 2021				
Description	SKU	Unit Price	Quantity	Subtotal
Inspiron 15 3000	210-B8EH	-	1	-
Intel(R) Celeron(R) Processor N4020 (4MB Cache, up to 2.8 GHz)	338-CBTX	-	1	-
Windows 10 Home (S mode) English	619-ANRN	-	1	-
Intel(R) UHD Graphics 600 with shared graphics memory	490-BEHF	-	1	-
Carbon Black	320-BELM	-	1	-
4GB, 1x4GB, DDR4, 2400MHz	370-AFQS	-	1	-
128GB M.2 PCIe NVMe Solid State Drive	400-BLZE	-	1	-
15.6-inch HD (1366 x 768) Anti-glare LED-Backlit Non-touch Narrow Border Display	391-BGDT	-	1	-
802.11ac 1x1 WiFi and Bluetooth	555-BFPQ	-	1	-
3-Cell Battery, 41Whr (Integrated)	451-BCVH	-	1	-
Non-Backlit Keyboard, English	583-BIHV	-	1	-
65W AC Adapter	450-AKPP	-	1	-
Fixed Hardware Configuration	998-EXLU	-	1	-
English Palmrest Label	389-EBBT	-	1	-
Energy Star Label	389-DOVG	-	1	-
US Order	332-1285	-	1	-
US Power Cord	470-AACI	-	1	-
Windows System Driver	631-ADCY	-	1	-
Intel 9462 Wireless Driver	340-CWTD	-	1	-
Shipping Material	328-BEJF	-	1	-
Additional Software (for Windows S Mode)	634-BPCR	-	1	-
Carbon Black Palmrest without Finger Print Reader	346-BHNN	-	1	-
Regulatory Label	389-EBDM	-	1	-
Dell Limited Hardware Warranty Initial Year	604-9274	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	604-9282	-	1	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1	-

Subtotal:	\$274.39
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$274.39

## Important Notes

### Terms of Sale

Your order is subject to Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's 30-day Return Policy and Warranties.

Unless otherwise stated herein, quote pricing is valid for 30 days. All product, pricing and other information is based on the latest information available and is subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors.

Your use of any software is subject to the license terms accompanying the software. In the absence of accompanying terms, software is governed by the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula).

**Subscription Customers:** If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. See offer specific subscription terms for details (Commercial Consumer).

Taxes and/or shipping charges are estimates. The final amounts will be stated on your invoice. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Electronically posted agreements are available in hard copy upon request.

**\*Dell Preferred Account (DPA):** Offered to U.S. residents by WebBank, who determines qualifications for and terms of credit. Promotion eligibility varies and is determined by WebBank. Taxes, shipping, and other charges are extra and vary.

If this purchase includes a third party cloud service offering (such as Office 365 or Google subscriptions), your use of the cloud service is subject to the Dell Cloud Solutions Agreement located at <http://www.dell.com/cloudterms> and the applicable terms and conditions located at <https://www.dell.com/learn/us/en/uscorp1/service-contracts-saas-cloud-services>.



Prepared for Butler County Community College

Computer Maintenance & Support Services

Quote#SQ000995 v1

PREPARED FOR

Bill Young

[byoung@butlercc.edu](mailto:byoung@butlercc.edu)

(316) 216-6330

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Friday, February 05, 2021

Butler County Community College  
Bill Young  
901 S Haverhill Rd.  
El Dorado, KS 67042  
byoung@butlercc.edu

Dear Bill,

Thank you for considering Ribbit Computers as your technology partner. We have prepared the attached proposal for providing ongoing hardware and system support for students enrolled at Butler County Community College.

Our team is excited for the opportunity to assist Butler County Community College as it seeks to provide technology to its student base, and we appreciate the opportunity to present this proposal for our services.

Best regards,

Kyle Kempton  
Sales Specialist



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## Proposed Services

### **Objectives: Butler County Community College**

- Ability to provide its students with computer systems and necessary technology required for curriculum
- Proven partner to provide computer troubleshooting and hardware support for its students
- Reliable technology partner to assist with ongoing technology management and support
- IT support for escalation for hardware and level 2-3 software issues

### **Summary: Proposed Services**

Butler County Community College is soliciting proposals from qualified firms to provide IT and computer hardware support for its student population. This proposal outlines the services being proposed by Ribbit Computers, along with assumptions and specific related to the logistics involved in providing these services. Ribbit Computers is proposing to provide proactive computer maintenance and hardware support. The scope of these services include, but may not be limited to the following:

#### ***System Support***

- 24-hr turnaround issue troubleshooting/resolution
- Unlimited in-store & remote hardware support
- 3 Year Hardware warranty for covered devices

#### ***System Monitoring/Management***

- Proactive maintenance/system monitoring
- Proactive detection of potential system failures
- Automated patch management
- Vulnerability management
- Anti-virus/Anti-malware

### **Logistics: Services Arrangement**

This section outlines the high-level logistical aspects. These are suggested and may be subject to change.

- Butler County Community College will be responsible for procuring the devices.
- Ribbit Computers will perform initial operating system configuration along with the pre-installation of support software.
- Ribbit Computers Will upgrade the Ram configuration from 4GB to 8GB.
- Ribbit Computers will be responsible for associating the computer with the student and provide this information to Butler County Community College.
- In the event a device needs to be replaced, students may contact Ribbit Computers directly. Ribbit Computers will

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provide prepaid shipping labels along with instructions for returning non-functioning machines. Ribbit computers will cover the associated shipping costs and mailing of replacement devices to out of state students. When possible, Ribbit Computers will also perform any necessary data migration to the replacement computers.

- Butler County Community College will provide updated enrollment listing of its covered students at the beginning of each semester. Ribbit Computers will use this information to perform a licensing "true up" for deployed software.

### **Pricing: Support Model**

Initially, Butler County Community College intends to start with ~100 devices. Over the next several months, there are plans to purchase additional computers for its student population, potentially growing the number of supported devices to between 3000-5000. Flat-rate pricing will provide a model for ongoing growth and expansion of the program.

### **Assumptions**

Below are general assumptions made with regards to the proposed services included. These assumptions should be reviewed and agreed upon by the customer.

- Ribbit Computers will provide the following:
  - Materials as outlined in proposal
  - Preventative maintenance of hardware, supported by management agent software
  - Detection and remediation of virus, malware and PUP found by installed agent software
  - Technical support resources for providing IT and computer support service
  - Installation labor to complete project
- Ribbit Computers will maintain the relationship directly with Butler County Community College. No contractual relationship will be formed or exist between Ribbit Computers and students directly.
- Ribbit Computers will be engaged for escalation of issues that Butler County Community College IT personnel are unable to resolve or require additional expertise. Examples of issues include, but are not limited to:
  - software installations
  - system updates
  - file system corruption
  - connectivity issues
  - general user support

### **Warranty/Liability**

Labor and workmanship hereinafter specified and furnished shall be fully guaranteed by Ribbit Computers. Defects which may occur as the result of faulty workmanship after installation shall be corrected at no additional cost. All equipment and/or material shall be new and come with a hardware warranty. All supported devices will be under warranty provided by Ribbit Computers. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, damage cause due to exposure to liquid(s) or tampering by anyone other than employees of Ribbit Computers.

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## Support Services

DESCRIPTION		QTY	RECURRING AMOUNT	MONTHLY TOTAL
<b>Monthly Support Services</b>				
Computer Hardware Support (0-100)	RepairShopr	100	\$5.00	\$500.00

### System Support

- 24-hr turnaround issue troubleshooting/resolution
- Unlimited in-store & remote Hardware support
- Hardware warranty (*while enrolled*)

### System Monitoring/Management

- Proactive maintenance/system monitoring
- Automated patch management
- Vulnerability management
- Anti-virus/Anti-malware

---

Monthly Subtotal: **\$500.00**

Subtotal: **\$2,000.00**

## RAM Upgrade

DESCRIPTION		PRICE	QTY	EXT. PRICE
4GB LPX DDR4 SDRAM MES4S240HF4G Mushkin		\$28.00	3000	\$84000.00
<ul style="list-style-type: none"><li>• Memory Module - 4 GB (1 x 4GB)</li><li>• DDR4-2400/PC4-19200</li><li>• 2400 MHz - CL16 - 1.20 V</li><li>• Unbuffered - 288-pin - DIMM</li></ul>				
Ram Installation and three-year Warranty				
				<b>\$84000.00</b>
				Subtotal:

---

## Computer Maintenance & Support Services

### One Time Fees

DESCRIPTION	AMOUNT
Support Services initial 100 devices	\$500.00
RAM Upgrade	\$84000.00
Subtotal:	<b>\$84,500.00</b>
Estimated Tax:	<b>\$0.00</b>
Total:	<b>\$84,500.00</b>

### Monthly Expenses Summary

DESCRIPTION	AMOUNT
Support Services	\$500.00
Monthly Total:	<b>\$500.00</b>

RBS IT Solutions

Butler County Community College

Signature: \_\_\_\_\_  
Name: Kyle Kempton  
Title: Sales Specialist  
Date: 08/30/2021

Signature: \_\_\_\_\_  
Name: Bill Young  
Date: \_\_\_\_\_

126 N West Suite A  
Wichita, KS 67203  
www.ribbitcomputers.com  
316-612-1500



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

Estimate # 1430  
Estimate Date 08-30-21  
Total \$84,000.00

Item	Description	Unit Cost	Quantity	Line Total
PC Hardware - RAM	Mushkin 4 GB RAM PC4-2800	\$28.00	3000.0	\$84,000.00
Labor (All)	Installation	\$0.00	3000.0	\$0.00

### THIS IS AN ESTIMATE

Subtotal \$84,000.00  
Tax \$0.00  
Estimate Total \$84,000.00

#### Disclaimer

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

ALL WARRANTIES REQUIRE THE ORIGINAL PURCHASE RECEIPT!!

THE EXPERTISE YOU NEED, THE ATTITUDE YOU DESERVE!

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

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



126 N West Suite A  
Wichita, KS 67203  
www.ribbitcomputers.com  
316-612-1500



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

Estimate # 1411  
Estimate Date 08-03-21  
Total **\$135,000.00**

Item	Description	Unit Cost	Quantity	Line Total
PC Hardware:RAM	8 GB DDR4 SODIMM	\$45.00	3000.0	\$135,000.00

### THIS IS AN ESTIMATE

Subtotal **\$135,000.00**  
Tax \$0.00  
Estimate Total **\$135,000.00**

#### Disclaimer

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

ALL WARRANTIES REQUIRE THE ORIGINAL PURCHASE RECEIPT!!

THE EXPERTISE YOU NEED, THE ATTITUDE YOU DESERVE!

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

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



### Approval of Douglass Neighborhood Revitalization Program

The City of Douglass submitted a renewal agreement for the current NRP with no changes proposed to the original agreement. The renewal request is for the period commencing January 2022 and expiring December 31, 2024. This NRP provides opportunities to promote the revitalization and development of certain areas with the City of Douglass in order to protect the public health, safety, and welfare of the residents. Residential and commercial properties are eligible within designated areas in Douglass. In order to be eligible, real property must have a minimum increase of at least 10% or \$5000 of the assessed valuation for residential property and 15% or \$10,000 for commercial/industrial. There is a maximum of 10 years and 95% rebate.

Trustee Winslow moved that Board approve a resolution entering into an interlocal agreement with the City of Douglass, the Butler County Commissioners, USD 396 Board of Education, the Trustees of the Douglass Township, and Butler Community College Board of Trustees. Trustee Smith seconded. The motion passed unanimously with a roll call vote. The NRP follows:

### **NEIGHBORHOOD REVITALIZATION PROGRAM INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as "Agreement") entered into this day of , 2021 by and between the City of Douglass, a duly organized municipal corporation hereinafter referred to as "City", Board of Butler County Commissioners of Butler County, Kansas, hereinafter referred to as "Butler County", Unified School District #396 hereinafter referred to as "USD 396", the Trustees of the Douglass Township, hereinafter referred to as "Township", and Butler Community College hereinafter referred to as "BCC".

**WHEREAS**, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain function s including economic development; and

**WHEREAS**, the agreement shall be submitted, pursuant to law, to the Attorney General of the State of Kansas for determination whether the agreement is in proper form and compatible with the laws of the State of Kansas; and

**WHEREAS**, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

**WHEREAS**, K.S.A. 12-17, 114 et. seq. (Kansas Neighborhood Revitalization Act (KNRA)) provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and **WHEREAS**, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. Supp. 12-17, 114 et. seq. by acting jointly.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOW:**

1. The parties agree to consider and adopt a neighborhood revitalization plan in the same form and content as **Exhibit A**, attached hereto and incorporated by reference as if fully set forth herein. Any amendment to the Plan also is an amendment to the agreement which will require reapproval and refileing of the agreement. If any provision of this agreement shall be held to be inoperative or unenforceable as applied in any particular case or to any particular participating Public Agencies, or in all cases because it conflicts with any other provision or any other constitution or statute, or for any other such reason, such circumstances shall not render the

provision in question inoperative or unenforceable in any other case or circumstance or render any other provision invalid or inoperative or unenforceable to any extent. The effect and meaning of this agreement, and the plan and the rights of all Public Agencies shall be governed by and construed according to the laws of the State of Kansas.

2. The purpose of this agreement is to join and cooperate in exercising the powers and duties authorized by K.S.A. 12-17,114 et seq., the Kansas Neighborhood Revitalization Act.

3. The parties further agree the City of Douglass shall be the administrator to administer the Interlocal Agreement and Butler County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The parties acknowledge and agree that five (5) percent of the increment, as defined in K.S.A. 12-17, 115(e), shall be utilized to pay for administrative costs in implementing and administering the plan, with the five (5) percent being utilized by Butler County, as described in the neighborhood revitalization plan.

4. Butler County shall create a neighborhood revitalization fund pursuant to K.S.A. 12- 17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the City, Butler County, Douglass Township, USD 396 and BCC resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.

5. This agreement shall expire on December 31, 2024. The parties agree to undertake review of the neighborhood revitalization plan commencing on January 1, 2022 to determine continuation of a neighborhood revitalization plan and participation in a new interlocal agreement.

6. This agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

7. The parties further agree that any party may terminate this agreement by providing ninety (90) days' notice in writing to the other parties. Provided, however, that any application for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

8. Prior to its entry into force, this Agreement shall be filed with the Register of Deeds of Butler County and the Secretary of State.

**IN WITNESS WHEREOF**, the Public Agencies have caused this agreement to be duly executed by their respective appropriate representatives.

**BUTLER COUNTY COMMUNITY COLLEGE**

---

Lance Lechtenberg

Attest:

(Seal)

---

Forrest Rhodes (Attest)

---

Date



**Exhibit A  
City of Douglass  
Neighborhood Revitalization Plan**

**PURPOSE:**

This plan is intended to promote the revitalization and development of certain areas within the City of Douglass, in order to protect the public health, safety and welfare of the residents of the City. More specifically, the City will offer property tax rebates for certain improvements or renovation of property within the designated areas in accordance with the provisions of K.S.A. 12- 17, 114 et seq.

**CRITERIA FOR DETERMINATION OF ELIGIBILITY**

- I. Real property is eligible, including residential and all commercial types.
    - A. All real property and improvements in the designated areas within the City of Douglass are eligible. Maps and legal descriptions of the Neighborhood Revitalization areas are available at Douglass City Hall.
    - B. Owners wishing to rehabilitate **1**, add to existing buildings, or construct new buildings are eligible to apply for revitalization under this plan. Only one building permit will be required for each application.
    - C. Condemned properties (as determined by the City's Enforcing Officer and approved by the City Council) and any future properties that qualify for a City of Douglass rehabilitation/grant program are eligible. These properties must qualify through a description of blight, health, or safety issues or grant programs as established by the City of Douglass.
  - II. Criteria to be used by City Staff to determine specific real property eligible for revitalization and property tax rebate are as follows:
    - A. Construction or improvement must have begun on or after January 1, 2016, the effective date of this plan, provided, however no application will be processed until approval has been received on the interlocal agreement from the Attorney General's Office
    - B. Must be a minimum increase of at least 10% (or \$5,000)\* of the assessed valuation as determined by the County Appraiser for residential, and 15% (or \$10,000)\* for commercial/industrial. Maximum of ten years and a 95% rebate. **\*Whichever is higher.**
    - C. New as well as existing improvements on property must conform with all code rules and regulations in effect at the time improvements are made. **Permits must be approved before the commencement of construction.**
    - D. Applicants are not allowed to "phase-in" improvements. Additional increases in valuation to the property shall not be considered in the rebate calculation after the original improvement value is established by the County Appraiser. Construction must be on one parcel at one time. Parcels are determined by CAMA number.
    - E. Any property that is delinquent in payment to Butler County of any real estate tax and/or special assessment at the time of application will forfeit admission in the program.
1. **Projects that are more likely to increase a structure's appraised value include additions, windows, siding, etc. Projects such as painting and carpet are eligible, but may not result in much, if any, increase in value (and consequently, little if any tax rebate).**

- F. Any property that is delinquent in payment to Butler County of real estate tax and/or special assessment will forfeit any current and future rebates; however, the City of Douglass, at their sole discretion, may reinstate any NRP property one time after being delinquent on the above mentioned taxes or assessments during the life of the property's participation in the NRP program. No property shall be granted such consideration for reinstatement if it was disqualified prior to January 1, 2016 or has previously been granted this allowance.
- G. If the property that has been approved for a tax rebate is sold, the rebate remains in effect and will transfer to the property owner.

- 1. Projects that are more likely to increase a structure's appraised value include additions, windows, siding, etc. Projects such as painting and carpet are eligible, but may not result in much, if any, increase in value (and consequently, little if any tax rebate).**

**APPLICATION FOR TAX REBATE**  
City of Douglass Neighborhood Revitalization Program  
(Please Print or Type)

Owner's Name \_\_\_\_\_ Day Phone# \_\_\_\_\_

Owner's Mailing  
Address \_\_\_\_\_

Property  
Address \_\_\_\_\_

Parcel Identification Number: \_\_\_\_\_

Legal Description of Property \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Use Additional Sheets of Necessary)

Property Type (check one)                      Residential/Retail                      Commercial/Industrial

Existing Use \_\_\_\_\_

Proposed  
Use \_\_\_\_\_

Age of Principal Building(s) \_\_\_\_\_

Occupancy Status During Last 5 Years \_\_\_\_\_

\_\_\_\_\_  
List of Buildings to be Renovated or Demolished \_\_\_\_\_

List of Proposed Improvements \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Be Specific – Use Additional Sheets if Necessary)

Total Cost of Improvement \$ \_\_\_\_\_                      Actual                      Estimated

Construction to Begin on \_\_\_\_\_, 20\_\_\_\_                      Building Permit

Date of Completion\_\_\_\_\_, 20\_\_\_\_ Actual Estimated

By\_\_\_\_\_ Date\_\_\_\_\_, 20\_\_\_\_  
(Property Owner's Signature)

**FOR COUNTY APPRAISER'S USE ONLY**

As of \_\_\_\_\_, 20\_\_\_\_ Land \$ \_\_\_\_\_

The appraised valuation of the property is: Improvements \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

By\_\_\_\_\_ Date\_\_\_\_\_, 20\_\_\_\_

**PART 2  
FOR PROPERTY OWNER'S USE ONLY**

As of January 1 following commencement of construction, the improvements are:

Complete

Incomplete

By\_\_\_\_\_ Date\_\_\_\_\_, 20\_\_\_\_  
(Property Owner's signature)

**FOR COUNTY APPRAISER'S USE ONLY**

The Improvements made to this property DID DID NOT increase  
The appraised valuation of this parcel.

By\_\_\_\_\_ Date\_\_\_\_\_, 20\_\_\_\_  
(County Appraiser's Office)

**FOR COUNTY CLERK'S USE ONLY**

As of \_\_\_\_\_, 20\_\_\_\_ taxes and special assessments on this parcel of

Property ARE ARE NOT delinquent.

By\_\_\_\_\_ Date\_\_\_\_\_, 20\_\_\_\_  
(County Clerk's Office)

**FOR CITY PALNNING/ZONING USE ONLY**

The above application IS IS NOT in conformance with the requirements of the City of Douglass code and zoning ordinances and regulations.

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_  
(City Planning/Zoning Office)

**FOR CITY ECONOMIC DEVELOPMENT USE ONLY**

The above application IS IS NOT in conformance with the requirements of the City of Douglass' Neighborhood Revitalization Plan.

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_  
(City Economic Development Office)

**CONSENT AGENDA**

Trustee Law moved to approve the Consent Agenda as amended. Trustee Smith seconded. The motion passed unanimously with a roll call vote. The Consent Agenda included the following items:

- Approval of the Minutes of the Regular Board Meeting and Legal Budget Hearing of August 20, 2021
- Approval of Bills & Warrants for August 2021 \$4,062,716.59 (includes Expenditure Approval List – \$2,083,603.21 and Payroll - \$1,979,113.38).
- Approval of Oracle Cloud Infrastructure budgeted within the Information Services Application Services budget
- Approval of Classroom Furniture Replacement bid from LaForge's Office Supply in the amount of \$451,988.51 from HEERF II Funding.
- Approval of Deferred Maintenance paid through Direct HEERF funds and HEERF Designated Account with possible use of the Capital Project Designated Account
- Ratification of the Adult Ed & Family Literacy Act (AEFLA) in the estimated amount of \$271,840.00
- Ratification of the Adult Ed & Family Literacy Act (AEFLA) State Leadership Prof Development in the amount of \$8,186.00Grant
- Ratification of A-OK @ Work Grant in the amount of \$22,300.00 for the FY22 Academic Year
- Approval of Kansas Department of Corrections Educational Services Contract
- Approval of Todd Williams as Full-Time Faculty for the Diesel Technology Program at a salary of \$45,010 plus benefits
- Approval of Oluwakeni Kadiri as Temporary Full-Time Instructor of Biology for Fall 2021 at a salary of \$24,355 plus full benefits

## 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**

Kansas State High School Activities Association – Craig Manteuffel, Assistant Executive Director.

### **BOARD CALENDARS**

#### **BOARD OF TRUSTEES CALENDAR OF ACTIVITIES SEPTEMBER - OCTOBER**

<b>September Board Finance Committee</b>	Tuesday, September 14, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>September Board Meeting</b>	Tuesday, September 14, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>September Work Session</b>	Monday, September 27, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>October Board Finance Committee</b>	Tuesday, October 12, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>October Board Meeting</b>	Tuesday, October 12, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>October Work Session</b>	Monday, October 25, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

#### **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**

<b>November Board Finance Committee</b>	Tuesday, November 9, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>November Board Meeting</b>	Tuesday, November 9, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>November Work Session</b>	Monday, November 22, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>December Board Finance Committee</b>	Tuesday, December 13, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>December Board Meeting</b>	Tuesday, December 13, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>December Work Session</b>	Not currently scheduled	<b>ALL TRUSTEES</b>

### Fall 2021 ACTIVITY CALENDAR

First Day of Fall Classes	Mon, August 16
E.B. White Gallery of Art - "Sightings" Reception	August 30 – September 24 Thur, September 16 @ 6:00 p.m.
Football vs. Independence	Sat, September 4 @ 7:00 p.m.
Labor Day – College Closed/No Classes	Mon, September 6
Volleyball vs. Hutchinson	Mon, September 6 @ 6:00 p.m.
Soccer vs. KCKCC	Wed, September 8 @ 6:00 p.m.
Volleyball vs. Neosho & Rose State	Fri, September 10 @ 1:00 & 5:00 p.m.
Football @ Hutchinson	Sat, September 11 @ 7:00 p.m.
Volleyball vs. Trinity Valley & NEO	Sat, Sept 11 @ 11:00 a.m. & 5:00 p.m.
Soccer vs. Hutchinson	Sat. September 11 @ 6:00 p.m.
Fall Census Day	Mon, September 13
Cross Country @ OSU Jamboree	Sat, September 18 @ 8:30 a.m.
Football vs. Dodge City	Sat, September 18 @ 7:00 p.m.
Soccer vs. Coffeyville	Wed, September 22 @ 6:00 p.m.
Soccer vs. Garden City	Sat, September 25 @ 1:00 p.m.
Volleyball vs. Seward	Sat, September 25 @ 2:00 p.m.
Volleyball vs. Garden City	Wed, September 29 @ 6:00 p.m.
E.B. White Gallery of Art - "What Binds Us" Reception	September 30 – October 29 Thur, October 21 @ 6:00 p.m.
Football vs. Coffeyville	Sat, October 2 @ 7:00 p.m.
Theatre Production "The Ballad of Kate the Shrew"	Thur, September 30 @ 7:30 p.m. Fri, October 1 @ 7:30 p.m. Sat, October 2 @ 2:00 & 7:30 p.m.
Cross Country @ Chili Pepper Invitational	Sat, October 2 @ 8:00 a.m.
Volleyball vs. Pratt	Mon, October 4 @ 6:00 p.m.
Volleyball vs. Dodge City	Wed, October 6 @ 6:00 p.m.
Instrumental Music	Fri, October 8 @ 7:30 p.m.
College Theatre (700 Building)	Sat, October 9 @ 7:30 p.m.
Cross Country @ Fort Hayes State Open	Sat, October 9 @ 9:00 a.m.
Football @ Highland	Sat. October 9 @ 1:00 p.m.
Fall Break – College Closed/No Classes	Mon, October 11
IDD – No Classes	Tues, October 12
Vocal Concert	Fri, October 15 @ 7:30 p.m.
College Theatre (700 Building)	Sat, October 16 @ 2:00 & 7:30 p.m.
Football vs. McDougal Tech Institute	Sat, October 16 @ 1:00 p.m.
Soccer vs. Neosho	Sat. October 16 @ 6:00 p.m.
Volleyball vs. Barton	Sat, October 16 @ 2:00 p.m.
Spring 2022 Enrollment Begins	Mon, October 18
Football vs. Fort Scott	Sat, October 23 @ 7:00 p.m.
Volleyball vs. Cloud County	Sat. October 23 @ 2:00 p.m.
Soccer vs. Johnson County	Sun, October 24 @ 1:00 p.m.
Cross Country @ Region VI Championships	Sat, October 30 @ TBA



### **EXECUTIVE SESSION**

Trustee Law moved that the Board enter executive session not to exceed 30 minutes, for consultation with legal counsel which would be deemed privileged in the attorney-client relationship, to include the Board, President Kim Krull, Ray Connell, and Shelley Stultz. Trustee Good seconded. The motion passed unanimously with a roll call vote.

The Board entered executive session at 7:20 p.m.

The Board returned to open session at 7:50 p.m.

No action was taken.

### **ADJOURNMENT**

Trustee Law made a motion that Chair Lechtenberg adjourn the Regular Board meeting of the Butler Community College Board of Trustees of September 14, 2021. Trustee Rhodes seconded. Chair Lechtenberg called for a vote. The motion passed unanimously with a roll call vote. The meeting was adjourned at 7:51 p.m.

**BUTLER COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF THE SPECIAL BOARD MEETING**

**4:30 p.m., Monday, September 27, 2021 – Dankert Board Room**

Meeting Recording can be viewed at <https://www.youtube.com/watch?v=v1crewIOr1g>

**STAFF ATTENDANCE**

Kim Krull	Heather Rinkenbaugh
Tom Nevill	Terry Sader (Z)
Bill Rinkenbaugh	Lynn Umholtz
Bill Young	Caleb Ediger
Shelley Stultz	Miles Erpelding
Kent Williams	Josh Lebeda
Jessica Ohman (Z)	Walter Clayton
Julio Guerrero	Alex Thorpe
Matt Jacobs	Ray Connell
Heather VanDever	

**BOARD ATTENDANCE**

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

*\*(Z) denotes attendance via Zoom*

**GUESTS**

Natalie Ewy	Cameron Stouky	Chalese Slate
Joseph Slate	Sarah New	Michael Wiseman
Elizabeth Wiseman	Lea Atkinson	George Kamau
Larry Buell	Hallie Yeubanks	Rebecca Lingy
John Laffen	Marci Laffen	Jordan Weseloh
Cathy Yeubanks		

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Trustee Rhodes moved to approve the agenda as presented. Trustee Smith seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously.

**BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**

Chair Lechtenberg opened the meeting noting Dr. Krull would be clarifying information heard at the September 14 board meeting as it related to vaccination requirements within the nursing department.

Dr. Krull acknowledged there had been confusion at the previous meeting about vaccination requirements and noted Ascension had provided additional information since that meeting. Ascension originally announced a COVID-19 vaccine mandate that would apply to their

employees as well as all affiliated partners; and most recently communicated they would allow affiliated partners to manage specific exemptions for the remainder of the semester.

Butler has a multi-year affiliation agreement with each clinical site, and in those agreements, agrees to follow the strictest standards.

Clinical vaccination requirements for fall nursing students had not included the COVID-19 vaccination. Because of different requirements amongst various nursing student classes, and new requirements announced this fall there has been significant challenges in administering strictest standards.

Trustee Winslow asked if the Ascension agreement would be sent to nursing students and Dr. Krull responded they would receive that information along with other related materials.

Butler will offer exemptions for contra-indicated medical conditions and religious beliefs. In order to meet Ascension's November 12 deadline to receive approved exemptions, faculty and administration will meet to develop exemption guidelines, which will then be reviewed by college legal counsel. Students granted vaccination exemptions may be required to practice additional safety precautions through social distancing, personal protective equipment and regular COVID-19 testing.

Should students decide not to complete the exemption process, there will be an option for students to step away from the program and receive a refund for that semester's tuition. They would then have up to two years to reapply.

Faculty must comply with the same standards as students and therefore would be eligible to apply for a vaccination exemption. Contractual obligations are still being discussed should a faculty member choose not to apply.

Ray Connell noted the exemption form will clearly advise the student that risk is involved in not being immunized and with that understanding they are releasing the college and the Kansas Department of Health and Environment for any liability should they become ill or unable to finish the program.

Trustee Smith asked if the college is already protected from liability. Connell confirmed there was language in place in the application process addressing liability.

Chair Lechtenberg reiterated that students understand if a clinical site changes their requirements, an exemption granted now may no longer be valid as Butler would not have any control over decisions made at the clinical site level. Mr. Connell reaffirmed that by contract, Butler is a guest under certain conditions if conditions change Butler must honor them.

January students applying for the nursing program will have the COVID-19 vaccination included on the list of required vaccinations.

Trustee Winslow asked if there would be an opportunity to move students around in order for them to meet their various clinical criterion. Moving students within rotations isn't typical; however, it would be considered on a case-by-case basis.

Trustee Rhodes asked whether Ascension was providing any framework on what constitutes an acceptable medical or religious exemption, and whether there is an exemption for moral objection. Ascension has only suggested they would accept a medical and religious exemption.

Mr. Connell confirmed Trustee Winslow's inquiry whether Kansas statute provides only a medical and religious exemption. Religious exemptions may require answering related questions, while medical exemptions will require medical practitioner or provider confirmation.

Trustee Smith asked if a Board action item could be added to the October meeting to establish the exemption policy. Because standards are dictated at the clinical site level, a policy wouldn't be enforceable should those standards change. Vaccinations for students, faculty and staff at the institutional level are not required unless a change in state or federal law occurs.

Trustee Winslow asked if there might be a virtual option for clinical rotation. A virtual option for clinicals had been available during the early months of COVID-19 but not found to be in the best interest of the student.

Trustee Winslow asked who would be responsible for granting exemptions.

Trustee Law asked whether there would be an appeal process.

Chair Lechtenberg indicated that any vaccine policy will be dependent upon what federal law may be enacted over the next few months.

Trustee Law asked if the Board would be revisiting the exemptions as decisions are made. Trustee Winslow suggested the Board should review any exemption that was denied. Chair Lechtenberg noted that was not the Board's role. Trustee Law reiterated there needed to be an appeal process.

Mr. Connell asked all students to bring any issues to the president or the Board Chair and not to individual members because as the Board acts as a whole and not individually. Trustee Winslow expressed concern that some members of the Board do not have vision to the emails received and therefore she encouraged students to contact her directly. Mr. Connell advised Trustee Winslow as an individual member of the Board that she does not have authority to answer for the Board and if any Board members receive communication from any student that it be shared with the president or the Board Chair to be appropriately addressed.

Trustee Smith stated that as a publicly elected official he was not under any obligation to deny someone who wishes to speak to him. Chair Lechtenberg noted the Board makes decisions as a whole, and an individual Board member may not act or operate independently.

Chair Lechtenberg indicated he received written, anonymous, and undated notifications he would distribute to members following the meeting.

### **BOARD ACTION ITEMS**

Symmetry Settlement Agreement – At the September 14 Board meeting, administration recommended the Board approve Symmetry Energy's settlement offer for extraordinary natural gas charges from the February 2021 extreme weather event. No action was taken because of developments within the Kansas Attorney General's office. The Board asked that Mr. Connell

assess whether the Attorney General's involvement should be considered in the request to accept the settlement offer.

Mr. Connell informed the Board that the Attorney General's inquiry was for residents under the Consumer Protection Law and the college, as a quasi-municipal corporation would not qualify in any potential resolution.

Trustee Smith moved to accept the Symmetry Settlement Agreement as negotiated. Trustee Winslow seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously.

**EXECUTION COPY**

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

**THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE** ("Agreement") is made and entered into as of this 1st day of September, 2021 (the "Effective Date"), by and between **SYMMETRY ENERGY SOLUTIONS, LLC**, a Delaware limited liability company ("Symmetry"), **KANSAS JOINT UTILITY MANAGEMENT PROGRAM** ("KJUMP"), and KJUMP Participating Schools. Symmetry, KJUMP, and Participating Schools are collectively referred to as the "Participating Schools." Symmetry and KJUMP are collectively referred to as "The Parties."

**RECITALS**

**A.** The Parties are parties to a contract pursuant to which KJUMP buys natural gas from Symmetry. The contract entered into by the Parties pursuant to an Energy Services Agreement dated August 16, 1999 and Natural Gas Sales Contract dated June 6, 2002, as amended by the Natural Gas Sales Agreement dated March 2, 2006, which consists of various transaction confirmations dated in May and June 2019 ("Transaction Confirmations") (collectively, the "Contract"). The Contract is attached hereto as Exhibit C.

**B.** Symmetry billed the Participating Schools in the amount of \$8,400,066.73 for Natural Gas Sales ("NGS") and "related charges," and sent invoices to individual Participating Schools (the "February 2021 Invoices"). The NGS portion of the February 2021 Invoices is \$7,162,363.98. Symmetry confirms that no penalty charges from local distribution companies or any other entity are included in the "related charges."

**C.** The Participating Schools have paid Symmetry \$3,526,308.05 with respect to the February 2021 Invoices, leaving an unpaid amount of \$4,873,758.68 (the "Balance"), which KJUMP and the Participating Schools dispute they owe under the Contract.

**D.** Symmetry and KJUMP, for itself and on behalf of all its Participating Schools, enter into this Agreement to resolve fully and finally all claims that KJUMP or the Participating Schools may have against Symmetry related to the February 2021 Invoices or Symmetry's sale of natural gas and natural gas services provided in February 2021. This Agreement is intended to forever discharge and extinguish all claims and causes of action that the Parties have against each other relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021.

**E.** The Parties acknowledge that this Agreement constitutes a settlement of the dispute and is not an admission of liability of any signatory.

NOW THEREFORE, for and in consideration of the above Recitals, which are not mere Recitals and which are a material part hereof, and in consideration of the mutual promises set forth below, the Parties agree as follows:

**1. Settlement Payment.** In consideration of the Release set forth in Section 2, Symmetry will (a) agree, subject to the adjustment referenced below, to discount the amount billed for NGS in the February 2021 Invoices by a material amount equal to \$3,581,181.99, and (b) accordingly accept payment of \$1,983,194.25 (the "Settlement Payment") from (140) Participating Schools that have a balance due as full payment of the Balance, and (c) on or before October 15, 2021, issue credits to (42) Participating Schools who have already paid more than their share of the settlement payment in the amount of \$690,617.56, subject to the adjustment referenced below (the "Settlement Credit"). Symmetry is willing to make this accommodation, and offer this significant discount, in recognition of the educational status of the Participating Schools, their role in the community, the length of the Parties' relationship and the distinct nature of the KJUMP Contract. This Agreement is contingent on Symmetry's receipt of at least 75% of the Settlement Payment (\$1,487,395.68) by September 22, 2021. Should such amount not be received by Symmetry on or before such deadline, this Agreement is null and void as to KJUMP and all Participating Schools. Any amount of the Settlement Payment not received by September 30, 2021 will be deducted (pro-rata) from the Settlement Credit to be paid to Participating Schools. Any Participating School that fails to remit its outstanding settlement obligation to Symmetry by September 30, 2021, as reflected in revised invoices that Symmetry shall issue pursuant to this Section, shall forfeit all rights under this Agreement, and agrees to full payment of its pre-discount individual past due balance.

February 2021 Invoice Amount (total of NGS and applicable other utility charges)	\$8,400,066.73
NGS Discount	— <b>\$3,581,181.99</b>
Balance after NGS Discount	<b>\$4,818,884.74</b>
Amount received (as of August 12, 2021)	— <b>\$3,526,308.05</b>
<b>Balance Due</b>	<b>\$1,292,576.69</b>
Settlement Payment	\$1,983,194.25
Settlement Credit (Unadjusted)	-\$690,617.56

**2. Release.** In consideration of the discount set forth in Section 1 above, the sufficiency of which is hereby acknowledged, KJUMP, each of the Participating Schools, and each of their respective agents, successors, assigns, heirs, executors and administrators, (hereinafter collectively referred to as "Releasers") hereby fully release and forever discharge Symmetry and all subsidiary and affiliated companies of Symmetry, and all of their respective directors, officers, employees, agents, successors, assigns, heirs, executors and administrators, insurers, co-insurers, reinsurers, insurance brokers, and all other related persons or entities, past, present, and future (hereinafter collectively referred to as "Releasees") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, that any

Releasor has, possesses, and asserts, or that any Releasor may have, possess or assert, at any point in time, against any of the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas to KJUMP in February 2021. This release shall cover and include, but shall not be limited to, any claims asserted on behalf of one or more putative classes in the putative class action complaints described in Section 3 below or in any other related or similar class action suit, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a *pars patriae* action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations. It is the intent of the Releasors that this Agreement irrevocably bars any claims of any kind or manner that can or may be asserted by Releasors against the Releasees arising out of or relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided to KJUMP in February 2021. This release is immediately effective upon full execution of this Settlement Agreement by the Parties.

**3. Notice of Class Action Litigation.** Symmetry has made KJUMP and the Participating Schools aware through Exhibits A and B to this Agreement of two putative class action complaints filed in Texas, related to Symmetry's sale of natural gas: (i) Certified Roses Inc., et al. v. Symmetry Energy Solutions, LLC, Case No. 2:21-cv-133 (E.D. Tex., filed Apr. 15, 2021) (the "Certified Roses Action") and (ii) Quasar TMC Morgan, Ltd., et al. v. Symmetry Energy Solutions, LLC, Case No. 2021-27527 (filed May 7, 2021) (the "Quasar Action") (collectively, the "Lawsuits"). KJUMP and the Participating Schools, acknowledge receipt of Exhibits A and B to this Agreement, namely the two Notices of Class Action Litigation Related to Symmetry's Sale of Natural Gas in February 2021, providing additional information and details regarding the Lawsuits, the claims brought and the relief sought, and ways to learn more about the Lawsuits. By entering into this Agreement, KJUMP and the Participating Schools, are waiving the right to participate in the Lawsuits or any other class or consolidated proceeding, known or unknown, against Symmetry for any alleged harms caused by or related to Symmetry's sale of natural gas or natural gas services provided in February 2021. KJUMP and the Participating Schools, are aware that they are waiving the right to seek the relief sought in the Lawsuits or any other form of monetary damages or judicial relief by entering into this Agreement. KJUMP and the Participating Schools acknowledge that persons who choose to join the Lawsuits may receive more, less, or different relief than that provided to KJUMP and the Participating Schools under the terms of this Agreement. With knowledge of the foregoing, KJUMP and the Participating Schools, have chosen the benefits of this Agreement over any benefits that might be available through participation in the Lawsuits.

**4. Waiver of Class Action Participation.** KJUMP, on its own behalf and on behalf of the Participating Schools, hereby waives any right to participate in any class action lawsuit relating to the February 2021 Invoices or Symmetry's sale of natural gas in February 2021, including the Lawsuits described in Section 3 above. In addition, if a class is certified in any such



lawsuit, including the Lawsuits described in Section 3 above, relating to the February 2021 Invoices or Symmetry's sale of natural gas or natural gas services provided in February 2021 and KJUMP and the Participating Schools are included within the scope of the class, KJUMP and the Participating Schools, agrees to opt out of that class within the time allotted to do so.

**5. Confidentiality.** The terms of this Agreement shall be treated as confidential to the fullest extent possible consistent with given the legal obligations of the Parties. Nothing in this confidentiality provision shall prohibit or limit the Parties from disclosing the terms of this Settlement Agreement to necessary employees charged with negotiating, implementing, and enforcing this Agreement; their accountants and attorneys; their officers and directors; the boards of each Participating School; and as otherwise required by law, including any applicable open records or freedom of information statutes. The Parties may also disclose to any third parties, courts or tribunals the fact that Symmetry and KJUMP have entered into an agreement to resolve all issues between them related to the February 2021 Invoices and Symmetry's sale of natural gas or natural gas services provided in February 2021. Symmetry may also disclose the content and terms of this Settlement Agreement to the extent necessary to the defense or settlement of the Certified Roses Action, Quasar Action or any other class action or consolidated or representative proceeding related to Symmetry's sale of natural gas in February 2021, and to any government entities, agencies, or regulatory authorities. This provision is a material term and is essential consideration for entering into this Settlement Agreement. Disclosure of information pertaining to this Settlement Agreement, except where provided for under the specific conditions described herein, shall be considered a material breach of this Settlement Agreement. KJUMP and each Participating School acknowledges that compliance with this Confidentiality section is material to Symmetry entering into this Settlement Agreement, and each Participating School further agrees that it will be obligated to repay the discount from the February 2021 Invoices set forth in Section 1 if any such Participating School breaches the obligations set forth in this Section.

**6. Indemnification.** KJUMP and each Participating School agrees that indemnification of any applicable penalties related to Symmetry's sale of natural gas in February 2021 shall be governed by Section 6 of the General Terms and Conditions. A copy of the Contract is attached hereto as Exhibit C.

**7. Utility Fees.** KJUMP and the Participating Schools agree and acknowledge that the Transport Pass-Through Fee on the February 2021 Invoices are fees that are charged and calculated by the utility and are consolidated on Symmetry's invoices to KJUMP every month in the normal course of business, that Symmetry did not calculate the Transport Pass-Through Fees on the February 2021 Invoices, and that such fees are not penalties as set forth in Section 6 of this Agreement and Section 6 of the Contract.

**8. KJUMP's Right to Independent Advice.** KJUMP and the Participating Schools acknowledge that the decision whether or not to enter into this Agreement is entirely voluntary on the part of KJUMP and the Participating Schools. KJUMP and the Participating Schools further acknowledge that Symmetry has informed KJUMP and the Participating Schools that it cannot give KJUMP or any of the Participating Schools legal advice. Symmetry has also informed KJUMP and the Participating Schools of their right to consult with legal counsel, and KJUMP and the Participating Schools acknowledge that they have had adequate time to do so before executing this Agreement.

9. **Taxes.** KJUMP and the Participating Schools agrees that all tax liability which may result from the payment of money as set forth herein rests with KJUMP and the Participating Schools alone. KJUMP and the Participating Schools expressly acknowledge that they have had the opportunity to consult, if they so desire, with a tax adviser of their choosing prior to the signing of this Settlement Agreement.

10. **Governing Law and Dispute Resolution.** This Agreement is to be construed and governed by the laws of the State of Kansas, exclusive of its choice of law rules. In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes or claims, including as to arbitrability, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. As the procedure for arbitration, Symmetry shall first propose to KJUMP three potential arbitrators from AAA within fifteen (15) days' notification of a dispute. If KJUMP rejects all of Symmetry's proposed arbitrators, KJUMP may propose within fifteen (15) days of being notified of Symmetry's choices three (3) additional potential arbitrators. Symmetry shall then have fifteen (15) days to accept or reject KJUMP's proposed arbitrator choices. If the Parties cannot agree on an arbitrator following this procedure, AAA will select the arbitrator. The substantially prevailing party in such arbitration shall be entitled to an award of attorney's fees and costs. The arbitration venue shall be seated in Kansas City, Kansas. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. **No Admission of Liability or Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by any Party of liability to the other. Nothing contained herein shall constitute an adjudication or finding on the merits as to any obligation or liability of any Party.

12. **Warranties of the Parties.** Each Party represents and warrants to the other that it now possesses, and that it has not assigned to any other person or entity, the claims against the other Party that it is releasing herein. Each Party also represents and warrants that its representative who signs this Settlement Agreement is duly authorized to bind it (and, in the case of KJUMP, to bind each of the Participating Schools) to the terms of this Settlement Agreement.

13. **Binding Effect.** All of the obligations, terms, provisions, and releases set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

14. **Amendment.** This Agreement may not be waived, changed, amended, modified, or otherwise altered except in writing executed by the Party against which such amendment, modification, alteration, or waiver is sought to be enforced.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, negotiations, and communications concerning the subject matter hereof are deemed merged herein.

16. **Section Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Settlement Agreement.

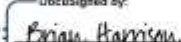
17. **Severability.** If any part of this Agreement is determined to be unenforceable under any law whatsoever, the remaining parts of the Agreement shall be given full effect. The Parties agree that if any portion of the Agreement or the Agreement in whole are found unenforceable under any law whatsoever, the Parties will execute and deliver such additional documents as may be convenient or necessary for the purpose of effectuating settlement and release of claims as set forth above.

18. **Counterpart Execution.** This Agreement may be executed in counterparts and facsimile or electronic signatures shall have the same force and effect as original signatures.

19. **Public Statement.** At Symmetry's option, KJUMP agrees to make a public statement regarding the resolution of the Participating Schools', or most of the Participating Schools', disputes with Symmetry, acknowledging Symmetry's good faith efforts and significant accommodation of the Schools' interests, the distinct nature of the KJUMP Contract, and any other matters reasonably requested by Symmetry.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates specified below.

SYMMETRY ENERGY SOLUTIONS, LLC

By:   
D25AC9D48AEE4EC...

Date: 8/16/2021

Printed Name: Brian Harrison

Title: VP, Sales & Origination

Deferred Maintenance and Renovation Projects – During the August meeting the Board agreed to bundle the deferred maintenance and renovation projects and use a Construction Manager at Risk (CMR) but had not named the CMR. Administration recommended Simpson Construction as CMR and Gravity Works as Architect.

Trustee Good moved to approve Simpson Construction as CMR and Gravity Works as Architect. Trustee Law seconded. Heather Rinkenbaugh called a roll call vote and the motion passed unanimously.

### **ADJOURNMENT**

Trustee Law moved that the board meeting be adjourned. Trustee Good seconded. The motion passed unanimously through a roll call vote. The meeting was adjourned at 5:34 p.m.

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Forrest Rhodes - Secretary

<b>BILLS AND WARRANTS</b>
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**TOPIC for ACTION**  
Bills and Warrants

**REPORT:**

Bills and Warrants for September 2021 - \$5,629,088.93 (includes Expenditure Approval List - \$3,090,981.66 and Payroll - \$2,538,107.27).

**RECOMMENDED ACTION:**

Approval of September 2021 bills and warrants.

**RECOMMENDED FUNDING SOURCE:**

Submitted by: Yolanda Hackler  
Supervisor: Kim Sherwood  
Date: October 1, 2021

## BIDS AND PURCHASES

### TOPIC for ACTION Acquia Web CMS

#### **REPORT:**

Butler's current cloud hosted CMS platform for the college website is in need of update and replacement. The current platform, Jadu, which was developed by a British based company for government and civic businesses, has been used by Butler to design and host the website since 2012. Because the company has not kept up to date with the latest web technologies, user experience best practices, and lacks in many key areas for Butler to leverage web traffic data, College Relations and Marketing and Web Services would like to develop a more visitor responsive website by partnering Acquia.

Acquia's proposal includes add on services and implementation help to the CMS cloud hosted platform. Acquia's personalization feature allows a unique personalized experience to display according to user's interests which include global ready multilingual personalization and schedule-based personalization availability. Acquia's solution will serve as mobile first, provide better SEO, accessibility solutions, banner and recruit integration, which are all features currently unavailable in Jadu. Personalization is needed to target web visitors with the right messaging, experience, and time leading to increased conversion rates from visitor to enrolled student.

The Acquia personalization contract is a 5-year discounted contract with annual payments and a one-time implementation cost. Implementation covers Drupal immersion site building for all staff, 80 hours of remote expert help, customized personalization strategy for Butler Community College and architecture site planning. The negotiated annual savings for Acquia personalization is \$15,923 resulting in an annual cost of \$43,402. The negotiated annual savings for Acquia license is \$23,277 resulting in an annual cost of \$34,998. The negotiated savings on implementation was \$44,000 resulting in a one-time fee of \$85,000.

#### **Year 1:**

Acquia Personalization	\$43,402
One-Time Implementation	\$85,000

#### **Each of Years 2 – 5:**

Acquia Personalization	\$43,402
Acquia License	\$34,998

#### **RECOMMENDED ACTION:**

Recommend the board approve the contract with Acquia Web CMS and implementation costs.

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

Information Services budget, maintenance of effort funds


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

Supervisor: Dr. Kim Krull, President

Date: September 29, 2021

# ANNUAL SUBSCRIPTION COSTS:

## Year 1-5



 <b>ACQUIA PERSONALIZATION</b>	Quickly create, deploy and manage personalized experiences across all your digital properties without burdening developers.	\$59,325
<b>Acquia Support - Award Winning Service</b> The platform is supported by our 99.95% uptime guarantee backed by a 1-hour critical response SLA delivered 24x7x365. There are no limit to the number of support tickets you can file. Acquia will administer critical application updates to ensure code is up to date and secure.		Included
<b>Acquia Security - Robustly Secure &amp; Compliant</b> Acquia's platform was built from the ground up with security in mind. You'll get a secure environment with strong access and authentication controls, as well as different firewall controls for best-in-class defensive security capabilities.		Included
<b>Total Cost:</b>		<b>\$59,325</b>
<b>Total Annual Subscription Cost with multi-product, multi-year discount, sign by 10/20/21:</b>		<b>\$43,402</b>

***\*Acquia Cloud sign by date holds/ extends discount of Personalization past 9/30 plus additional discount off of Professional Services to 10/20.***



# ANNUAL SUBSCRIPTION COSTS:

## Year 2-5

 <b>ACQUIA CLOUD PLATFORM</b>	High-availability cloud infrastructure with 3-stage developer platform and up to 3 on-demand environments. Platform CDN. Up to 1.25M monthly views and 375K monthly visits. <a href="#">LINK</a>	\$58,275
 <b>ACQUIA SITE STUDIO</b>	Low-code layout and design editor that empowers non-developers in marketing or other departments to build digital experiences.	Included
<b>Acquia Support - Award Winning Service</b> The platform is supported by our 99.95% uptime guarantee backed by a 1-hour critical response SLA delivered 24x7x365. There are no limit to the number of support tickets you can file. Acquia will administer critical application updates to ensure code is up to date and secure.		Included
<b>Acquia Security - Robustly Secure &amp; Compliant</b> Acquia's platform was built from the ground up with security in mind. You'll get a secure environment with strong access and authentication controls, as well as different firewall controls for best-in-class defensive security capabilities.		Included
<b>Total Cost:</b>		<b>\$58,275</b>
<b>Total Annual Subscription Cost with multi-product, multi-year discount, sign by 9/30/21:</b>		<b>\$34,998</b>



## One-Time IMPLEMENTATION COSTS:

**Personalization Strategy** assists customers in developing their use cases. The Digital Experience team will work with Butler Community College over a 4 to 6-week timeline to identify relevant personalization use cases based on the Customer's business and marketing goals. The strategy engagement will be delivered by a Digital Experience Strategist who will deliver the project over three phases. [LINK](#)

Included

**Architecture Workshop** An Acquia consultant will deliver Architecture Planning to define a technical architecture for a new single-site build on Acquia Cloud Enterprise. Services will be delivered over (7) consecutive business days including up to three (3) days onsite at the Customer location, unless otherwise agreed by Customer and Acquia. [LINK](#)

Included

**Drupal Immersion** Drupal Site Building, Layout and Theming, and Backend Development for Developers and suits developers who have no Drupal experience and are making the full conversion to Drupal from .NET, ColdFusion Java or other framework or CMS, giving them insight into how Drupal works from the ground up. For up to ten attendees - delivered onsite at Client location over 5 business days. Travel and Expenses not included. [LINK](#)

Included

**Product Quick Starts** Guided introduction to Acquia products and where to find resources for continued self-enablement. Acquia will work with Customer's design and development teams to prepare them for implementation on the Acquia Cloud Platform. There are Quick Start engagements for all Acquia products and services. They are performed remotely over a two-day period and will cover topics relevant to the products purchased. [SITE STUDIO LINK](#) [ACQUIA CLOUD LINK](#) [PERSONALIZATION LINK](#)

Included

**Custom Consulting** engagement provides up to 80 hours of remote expert help and advice related to the Acquia platform, over 8 weeks. [LINK](#)

Included

**Total Cost:**

**\$129,000**

**Total Cost w/ discount, sign by 10/20/21:**

**\$85,000**

**TOPIC for ACTION**  
**Live Fire Training Prop**

**REPORT:**

At last month's Board meeting, Zach Lindsey discussed the Butler Fire Science program proposal to purchase five additional 20' shipping containers to construct a two story "Live Fire" training prop adjacent to the current 3 story training tower at the 2600 Building.

With a larger "Live Fire" training prop, faculty will be able to provide Butler students and area firefighters with realistic training. This training will assist them in making safer and more effective decisions when performing fire suppression on burning buildings. This prop will also give Butler an opportunity to expand the capabilities of the Fire Science program, creating an all-inclusive training environment that gives students the necessary tools for their success. Local departments will also have the ability to utilize the facility for live fire training purposes.

The shipping containers will be purchased from Blackburn Construction, the same company that constructed the three-story "clean" atmosphere training tower. The concrete pad already in existence to the west of the current fire training tower will be modified to support the training prop to include new anchors for the structure.

The college's current lease agreement will an addendum for the additional training prop.

The total cost of the prop is \$43,800. The City of El Dorado is donating \$7,500 towards the cost, leaving a remaining balance of \$35,300 to be funded from Maintenance of Effort Designated Funds.

**RECOMMENDED ACTION:**

Approve the purchase of the additional training props and approve the addendum to the current lease.

**RECOMMENDED FUNDING SOURCE:**

Designated Maintenance of Effort Funds Account

Submitted by: Zach Lindsey, Lead Instructor, Fire Science

Supervisor: Dr. Julio Guerrero, Dean of Health, Education & Public Services

Date: October 12, 2021

### ADDENDUM TO LEASE

THIS ADDENDUM to Lease made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE CITY OF EL DORADO, a Kansas Municipality, hereinafter called "Landlord", and BUTLER COMMUNITY COLLEGE, a Community College duly organized and existing under the constitution and laws of the State of Kansas, hereinafter called "Tenant".

WITNESSTH:

WHEREAS, Landlord and Tenant entered into an original Lease between the parties dated November 21, 2011.

WHEREAS, the parties wish to add an additional live fire training facility.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The parties agree to add an additional live fire training facility to the Leased Premise.
2. The parties have agreed that it will be the tenant's responsibility to coordinate and construct the facility.
3. The Landlord understands that the concrete pad already in existence to the west of the fire training tower will need to be modified to support the new facility. To include building anchors for the shipping containers. El Dorado City engineer has reviewed building plans and provided recommendations.
4. The parties agree that both the Tenant and Landlord will be able to utilize the facility for live fire training purposes. The Tenant will have first priority for scheduling. Properly trained personnel must be present to conduct live fire activities. Training will be provided to both Tenant and Landlord as needed for safe operation of the facility.
5. The parties agree that the Tenant will create and enforce operational policies for the facility. This includes operations, training of instructors, and materials used during live fire training.
6. The parties agree that the facility will be constructed out of (4), 20' shipping containers and (1) 40' shipping container. The facility will be (2) stories, have (3) burn rooms, and will include safety features to limit risk to users (see attachment B for building blueprints).
7. In the event that the Tenant ceases using the live fire training facility, parties have agreed the site shall revert to the Landlord.

This addendum shall not override the original provisions of the Lease dated November 21, 2011 and shall remain in full force, including Section 1.4 Ownership Transfer and Article 2 Rent to Include this additional Training Tower

IN WITNESS WHEREOF, the parties have executed this Addendum to Lease as of the date first above written.

ATTEST:

LESSEE:

THE CITY OF EL DORADO

\_\_\_\_\_

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

Mayor

ATTEST:

LESSOR:

BUTLER COMMUNITY COLLEGE

\_\_\_\_\_

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

President

By: Zach Lindsey			
Project: Live Fire Training Prop			
Date: 08/30/2021			
<b>Item</b>	<b>QTY</b>	<b>Cost</b>	<b>Total</b>
20' Shipping Container	4	\$3,500.00	\$14,000.00
40' Shipping Container	1	\$5,500.00	\$5,500.00
Container Delivery	1	\$780.00	\$780.00
Diamond Plate Steel Flooring (4x8)	15	\$200.00	\$3,000.00
Tool Rental	1	\$1,500.00	\$1,500.00
Other Metal (Square Tubing, Round Stock, etc.)	1	\$3,000.00	\$3,000.00
Hardware (Nuts, Bolts, and chain)	1	\$1,000.00	\$1,000.00
Plumbing (Sprinklers)	1	\$200.00	\$200.00
Container placement, anchoring, and attachment	1	\$11,800.00	\$11,800.00
Paint	1	\$500.00	\$500.00
Misc. Cost (Welding and other supplies)	1	\$2,520.00	\$2,520.00
<b>Total Budget:</b>			<b>\$43,800.00</b>
<b>City of El Dorado Contribution:</b>	<b>1</b>	<b>\$(7,500.00)</b>	<b>\$(7,500.00)</b>
<b>BCC Cost:</b>			<b>\$36,300.00</b>

## **RATIFICATION OF AGREEMENTS AND CONTRACTS**

### **TOPIC for ACTION**

#### **Federal Work Study Off Campus Employment- El Dorado Child Start**

##### **REPORT:**

The Federal Work-Study (FWS) program provides part-time employment to students with financial need, allowing students to gain valuable work experience while earning money to help pay educational expenses.

As a requirement of the FWS program, Butler must spend a minimum 7% of our award allocation on community service employment and have at least one (1) student employed as a reading tutor. Butler's FWS allocation for the 2021-2022 academic year is currently \$187,436. Wages earned through the FWS program are funded 75% through the institution's FWS award and 25% by the institution. Wages earned by reading tutors are funded 100% through the FWS award.

Butler's Financial Aid Office has identified community partners to assist with meeting this requirement. We met with staff at El Dorado Child Start to identify reading tutor positions as well as other positions that are mutually beneficial to the organization and the student employee.

##### **RECOMMENDED ACTION:**

Board of Trustees ratification the Off-Campus Agreement between El Dorado Child Start and Butler Community College.

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

Reading Literacy Tutor wages funded 100% by FWS program award.

Student employee wages funded 75% through the FWS program award and 25% existing institutional budget for FWS.

Submitted by: Heather Ward, Director of Financial Aid

Supervisor: Dr. Jessica Ohman, Associate Vice-President of Student Services

Date: September 23, 2021

## Off-Campus Agreement

This agreement is entered into between Butler Community College, hereinafter known as the "Institution," and Child Start, hereinafter known as the "Organization," a Federal, State, or local public agency, for the purpose of providing work to students eligible for the Federal Work-Study Program [FWS].

Job Descriptions, dated and marked Exhibit "A", to be attached to this agreement from time to time must be signed by an authorized official of the institution and the organization and must set forth—

1. brief descriptions of the work to be performed by students under this agreement;
2. the total number of students to be employed;
3. the hourly rates of pay, and
4. the average number of hours per week each student is to work.

These descriptions will also state the total length of time the project is expected to run, the total percent, if any, of student compensation that the organization will pay to the institution, and the total percent, if any, of the cost of employer's payroll contribution to be borne by the organization. The institution will inform the organization of the maximum number of hours per week a student may work. The organization agrees to confirm the hours the student worked by authorized signature of an organization official on the students time sheet.

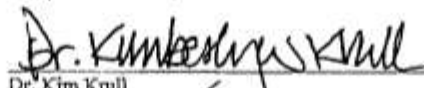
Students will be made available to the organization by the institution to perform specific work assignments. The organization will be responsible for training the students to perform the work assignments. Students may be removed from work on a particular assignment or from the organization by the institution, either on its own initiative or at the request of the organization. The organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

Transportation for students to and from their work assignments will not be provided by either the institution or the organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties, the institution shall assume responsibility as employer. The organization will be responsible for informing the students of any potential hazards, what to do in case of an emergency and who to contact in case of an emergency. The organization agrees to release and hold the institution safe and harmless from any liability arising from students while at work.

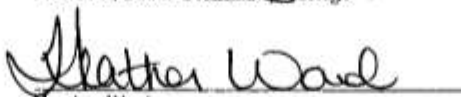
The institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the organization, and to determine that the students do perform their work in fact. The organization's right is limited to direction of the details and means by which the result is to be accomplished.

Compensation of students for work performed on a project under this agreement will be disbursed and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State social security laws, or under other applicable laws, will be made by the institution.

9/20/21  
Date

  
Dr. Kim Krull  
President, Butler Community College

9/20/21  
Date

  
Heather Ward  
Director Financial Aid, Butler Community College

8/3/2021  
Date

  
Leslie Hooper  
Early Childhood Manager, Child Start Inc

**TOPIC for ACTION**  
**Federal Work Study Off Campus Employment- El Dorado Senior Center**

**REPORT:**

The Federal Work-Study (FWS) program provides part-time employment to students with financial need, allowing students to gain valuable work experience while earning money to help pay educational expenses.

As a requirement of the FWS program, Butler must spend a minimum 7% of our award allocation on community service employment and have at least one (1) student employed as a reading tutor. Butler's FWS allocation for the 2021-2022 academic year is currently \$187,436. Wages earned through the FWS program are funded 75% through the institution's FWS award and 25% by the institution. Wages earned by reading tutors are funded 100% through the FWS award.

Butler's Financial Aid Office has identified community partners to assist with meeting this requirement. We met with the Director at the El Dorado Senior Center to identify positions that are mutually beneficial to the organization and the student employee.

**RECOMMENDED ACTION:**

Board of Trustees ratification of the Off-Campus Agreement between El Dorado Senior Center and Butler Community College.

**RECOMMENDED FUNDING SOURCE:**

Student employee wages funded 75% through the Federal Work Study program award and 25% existing institutional budget for Federal Work Study.

Submitted by: Heather Ward, Director of Financial Aid

Supervisor: Dr. Jessica Ohman, Associate Vice-President of Student Services

Date: September 23, 2021



## Off-Campus Agreement

This agreement is entered into between Butler Community College, hereinafter known as the "Institution," and El Dorado Senior Center, hereinafter known as the "Organization," a Federal, State, or local public agency, for the purpose of providing work to students eligible for the Federal Work-Study Program [FWS].

Job Descriptions, dated and marked Exhibit "A", to be attached to this agreement from time to time must be signed by an authorized official of the institution and the organization and must set forth—

1. brief descriptions of the work to be performed by students under this agreement;
2. the total number of students to be employed;
3. the hourly rates of pay, and
4. the average number of hours per week each student is to work.

These descriptions will also state the total length of time the project is expected to run, the total percent, if any, of student compensation that the organization will pay to the institution, and the total percent, if any, of the cost of employer's payroll contribution to be borne by the organization. The institution will inform the organization of the maximum number of hours per week a student may work. The organization agrees to confirm the hours the student worked by authorized signature of an organization official on the students time sheet.

Students will be made available to the organization by the institution to perform specific work assignments. The organization will be responsible for training the students to perform the work assignments. Students may be removed from work on a particular assignment or from the organization by the institution, either on its own initiative or at the request of the organization. The organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

Transportation for students to and from their work assignments will not be provided by either the institution or the organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties, the institution shall assume responsibility as employer. The organization will be responsible for informing the students of any potential hazards, what to do in case of an emergency and who to contact in case of an emergency. The organization agrees to release and hold the institution safe and harmless from any liability arising from students while at work.

The institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the organization, and to determine that the students do perform their work in fact. The organization's right is limited to direction of the details and means by which the result is to be accomplished.

Compensation of students for work performed on a project under this agreement will be disbursed and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State social security laws, or under other applicable laws, will be made by the institution.

9/20/21

Date

Dr. Kimberly W. Krull  
Dr. Kim Krull  
President, Butler Community College

9/20/21

Date

Heather Ward  
Heather Ward  
Director Financial Aid, Butler Community College

8/9/21

Date

Jennifer Zimmermann  
Jennifer Zimmermann  
Director, El Dorado Senior Center

**TOPIC for ACTION**  
**Concurrent Enrollment Partnerships**

**REPORT:**

In accordance with KBOR procedures for concurrent enrollment, Butler Community College has reviewed and revised the Concurrent Enrollment Partnership (CEP) agreement appendices identifying designated CEP program administrators, liaisons, and CEP instructors for the 2021-2022 academic year.

CEP agreements are made between Butler and service area high schools to offer classes in the school during the school day. The courses are taught by Butler faculty or high school faculty approved by Butler Deans, and must follow the Butler course outcomes and competencies.

The school districts included are:

USD 385	Andover/Andover/Central
USD 402	Augusta
USD 205	Bluestem
USD 397	Centre
USD 284	Chase County
USD 375	Circle
USD 417	Council Grove
USD 396	Douglass
USD 490	El Dorado
USD 389	Eureka
USD 266	Maize/Maize South
USD 408	Marion
USD 398	Peabody-Burns
USD 394	Rose Hill
USD 481	Rural Vista (White City)

**RECOMMENDED ACTION:**

Board of Trustees approval of revised CEP agreement appendices for the 2021-2022 academic year.

**RECOMMENDED FUNDING SOURCE:**

N/A

Submitted by: Loni M. Jensen

Supervisor: Heather Rinkenbaugh

Date: September 24, 2021



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Andover High School:**

English Composition I

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

General Psychology  
College Algebra  
Public Speaking

**Designated CEP program administrators and liaisons:**

Andover High School  
Hollie Ricke  
Counselor  
Work Phone: 316.218.4600 ext 311124  
E-mail: [rickeh@usd385.org](mailto:rickeh@usd385.org)  
Address:  
1744 N Andover Rd  
Andover, KS 67002

Butler Community College  
Loni M.M. Jensen  
Director of High School Academic Partnerships  
Work Phone: 316-322-3254  
E-mail: [ljensen3@butlercc.edu](mailto:ljensen3@butlercc.edu)  
Address:  
901 S. Haverhill Road  
El Dorado, KS 67042

**Acknowledgement:**

Andover High School

Butler Community College

\_\_\_\_\_  
Hollie Ricke,  
Counselor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brent Riedy, Principal

\_\_\_\_\_  
Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- F. Be familiar with programs and services available at Butler Community College.
- G. Attend in-service/development sessions each semester
- H. Other duties and responsibilities as assigned.

III. **Consulting Tasks:**

- A. Supervise on-site programs in accordance with the expressed needs of Director, local USD and high school.
- B. Consult with adjunct faculty to insure student needs are met.

IV. **Supervise the following staff:**

None

V. **Required Knowledge, skills and personal qualifications:**

- A. Must be able to interact professionally and effectively with community personnel, faculty, staff and students.
- B. Will have good communication skills, both oral and written, and interpersonal and human relation skills.
- C. Will be dependable and prompt.
- D. Must be able to think and operate independently to carry out the functions of the college in relation to the setting.

VI. **Required experience:**

- A. A minimum of two to three years education experience, preferred.

VII. **Required education background:**

- A. Bachelor's degree preferred.

VIII. **Status regarding Fair Labor Standards Act**

Exempt

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

---

Shelli Swan, Registrar Date  
 Andover High School

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

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

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

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

Andover High School

\_\_\_\_\_  
Jeff Roper, CEP Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brent Riedy, Principal

\_\_\_\_\_  
Date

Butler Community College

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Andover Central High School:**

English Composition I  
 College Algebra  
 American Federal Government  
 Public Speaking

**Non-CEP classes to be offered at  
Andover Central High School:****Designated CEP program administrators and liaisons:**

Andover Central High School  
 Melissa Loibl  
 Counselor  
 Work Phone: 316.218.4403 ext 32108  
 E-mail: loiblm@usd385.org  
 Address:  
 603 E Central  
 Andover, KS 67002

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

**Acknowledgement:**

Andover Central High School

Butler Community College

\_\_\_\_\_  
 Melissa Loibl,  
 Counselor

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Amanda Grier, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for PO141 American Federal Government, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Andover Central High School

Butler Community College

\_\_\_\_\_  
Kara Belew, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Grier, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for SP100 Public Speaking, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Andover Central High School

Butler Community College

\_\_\_\_\_  
Julie Kobbe, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Grier, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

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

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

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

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

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

Andover Central High School

Butler Community College

\_\_\_\_\_  
Brett Randolph, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Grier, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

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

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

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

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

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

Andover Central High School

Butler Community College

\_\_\_\_\_  
Adrienne Stenholm, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Grier, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Augusta High School:**

College Algebra  
 U.S. History 1  
 English Composition I  
 Beginning Spanish II

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

Nurse Aide  
 General Psychology  
 Public Speaking

**Designated CEP program administrators and liaisons:**

Augusta High School  
 Harmony Davis  
 Counselor  
 Work Phone: 316.775.5461  
 E-mail: hdavis@usd402.com  
 Address:  
 2020 Ohio St  
 Augusta, KS 67010

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

**Acknowledgement:**

Augusta High School

Butler Community College

\_\_\_\_\_  
 Harmony Davis,  
 Counselor

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Rick Rivera, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

POSITION DESCRIPTION  
ADJUNCT COMMUNITY COORDINATOR

Position Title:	Date:
Adjunct Community Coordinator	6/8/95
Organization Unit:	Reports to: Rev. No & Date
High School Academic Partnerships	Director, High School #1, 9/13 Academic Partnerships #2, 8/2020

I. **Narrative General Description:**

Coordinator serves as a liaison between Butler Community College, the community and the local school district. Emphasis is on promoting a positive image of Butler Community College through a responsibility for college programs on the local level. This position reports directly to the Director of High School Academic Partnerships.

II. **Functional Responsibilities:**

- A. Establish and maintain positive relations with local Unified School District to assist in determining the educational needs of the community.
  1. Coordinate with USD administrators on use of facilities
  2. Plan semester class schedules with high school and Director
- B. Promote college programs and activities.
  1. Distribute brochures, flyers and other promotional materials
  2. Administer surveys
  3. Coordinate special events, presentations and advertising
- C. Act as resource in the recruitment and orientation of teaching staff
  1. Ensure syllabi, certification and grade rosters are submitted by due date
  2. Distribute teaching and lab supplies to instructors as needed
- D. Aid in recruitment, orientation and retention of students.
  1. Distribute schedules
  2. Promote classes
  3. Disseminate enrollment information
  4. Coordinate placement testing
  5. Publicize Articulation Agreements and articulated credit opportunities.
- E. Facilitate enrollment of students and other transactions concerning BCC policies
  1. Expedite enrollment process
  2. Assist with collection of student tuition and fees as necessary.
  3. Assist students in accessing their account (user name, password, Service Desk).
  4. Encourage and support student completion and submission of articulated credit applications.



- F. Be familiar with programs and services available at Butler Community College.
- G. Attend in-service/development sessions each semester
- H. Other duties and responsibilities as assigned.

III. **Consulting Tasks:**

- A. Supervise on-site programs in accordance with the expressed needs of Director, local USD and high school.
- B. Consult with adjunct faculty to insure student needs are met.

IV. **Supervise the following staff:**

None

V. **Required Knowledge, skills and personal qualifications:**

- A. Must be able to interact professionally and effectively with community personnel, faculty, staff and students.
- B. Will have good communication skills, both oral and written, and interpersonal and human relation skills.
- C. Will be dependable and prompt.
- D. Must be able to think and operate independently to carry out the functions of the college in relation to the setting.

VI. **Required experience:**

- A. A minimum of two to three years education experience, preferred.

VII. **Required education background:**

- A. Bachelor's degree preferred.

VIII. **Status regarding Fair Labor Standards Act**

Exempt

\_\_\_\_\_  
Loni M.M. Jensen, Director Date  
High School Academic Partnerships

\_\_\_\_\_  
Harmon Davis, Counselor Date  
Augusta High School



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

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

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

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

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

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

Augusta High School

Butler Community College

\_\_\_\_\_  
Jonathan Morgan, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Rivera, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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 and  
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*Originally dated April 2006*  
*(Revised August 2016, August 2020)*

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for HS131 U.S. History 1, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Augusta High School

\_\_\_\_\_  
Joan Reichardt, CEP Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Rivera, Principal

\_\_\_\_\_  
Date

Butler Community College

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

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



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

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

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

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

Augusta High School

\_\_\_\_\_  
Becky Timberlake, CEP Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Rivera, Principal

\_\_\_\_\_  
Date

Butler Community College

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for FL108 Beginning Spanish II, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using SALSA based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development



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

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

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

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

Augusta High School

\_\_\_\_\_  
Mandy Walker, CEP Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Rivera, Principal

\_\_\_\_\_  
Date

Butler Community College

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Bluestem High School:**

English Composition I

**Non-CEP classes to be offered at  
Bluestem High School:**

College Algebra

**Designated CEP program administrators and liaisons:**

Bluestem High School  
 Shelby Herbel  
 Counselor  
 Work Phone: 316.742.3261  
 E-mail: sherbel@usd205.com  
 Address:  
 500 Bluestem Dr  
 Leon, KS 67074

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

**Acknowledgement:**

Bluestem High School

Butler Community College

\_\_\_\_\_  
 Shelby Herbel,  
 Counselor

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Orville Brown, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

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

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

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

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

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

Bluestem High School

\_\_\_\_\_  
Melissa Winter, CEP Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Orville Brown, Principal

\_\_\_\_\_  
Date

Butler Community College

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT**  
**Concurrent Enrollment Partnership (CEP)**  
*(Revised August 2020)*

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

**General Provisions:**

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

#### **Curriculum/Content:**

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

#### **Butler CEP Faculty:**

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission\*.

*\*Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

**Student Eligibility & Responsibilities:**

- High school sophomores, juniors, and seniors (10<sup>th</sup>, 11<sup>th</sup>, & 12<sup>th</sup> grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10<sup>th</sup>) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at [www.butlercc.edu/catalog](http://www.butlercc.edu/catalog)) and the class syllabus.

**Accountability/Assessment Standards**

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

SCHOOL NAME USD #397  
Lost Springs, KS

BUTLER COMMUNITY COLLEGE  
El Dorado, Kansas

By \_\_\_\_\_  
Larry Geist, USD #397 Superintendent

By \_\_\_\_\_  
Dr. Kimberly Krull, College President

Date \_\_\_\_\_

Date \_\_\_\_\_



2021-2022

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

CEP classes to be offered at  
 Centre High School:

Non-CEP classes to be offered at  
 Centre High School  
 English Composition 1 & 2, EG101 & EG102, BL,  
 R Rodriguez  
 College Algebra, MA135,  
 G Stuchlik or L Sawyer BL  
 Applied Statistics, MA210 IDL,  
 G Stuchlik  
 General Psychology, BS160,  
 G Francis  
 US History 1, HS131, G Looney  
 Public Speaking, SP100 IDL, TBD

Designated CEP program administrators and liaisons:

CENTRE HIGH SCHOOL  
 Miranda McMichael, Counselor  
  
 Work Phone: 785-983-4321  
 E-mail: mcmichael@usd397.com  
 Work Address:  
 2364 310<sup>th</sup> St.  
 Lost Springs, KS 66859

BUTLER COMMUNITY COLLEGE  
 Loni M.M. Jensen, Director of High School  
 Academic Partnerships  
  
 Work Phone: 316.322.3254  
 E-mail: ljensen3@butlercc.edu  
 Work Address:  
 901 S. Haverhill Road  
 El Dorado, KS 67042

ACKNOWLEDGEMENT:

Centre High School

Butler Community College

\_\_\_\_\_  
 Miranda McMichael/Hillary Kickhaefer (Interim)

\_\_\_\_\_  
 Loni M.M. Jensen, Director of  
 High School Academic Partnerships

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Trevor Siebert, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date





2021-2022

ADDENDUM TO MEMORANDUM OF AGREEMENT  
 Concurrent Enrollment between  
 Chase County Jr/Sr High School  
 and  
 Butler Community College  
*Originally dated April, 2006  
 (Revised August 2016)*

CEP classes to be offered at  
Chase County High School:  
 N/A

Non-CEP classes to be offered at  
Chase County High School:  
 EG101, English Composition 1, Fall,  
 K. Studer  
 EG102, English Composition 2, Spring,  
 K. Studer  
 BS160, General Psychology, Fall or Spring,  
 G. Francis  
 MA135, College Algebra, Spring, L. Sawyer  
 HS131 or HS132, US History 1 or 2, G Looney  
 SP100, Public Speaking, Fall & Spring, K Haun

Designated CEP program administrators and liaisons:

Chase County Jr/Sr HIGH SCHOOL  
 Stacia Barrett, Registrar

Work Phone: 620-273-6354  
 E-mail: barretts@usd248.org  
 Work Address:  
 600 Main St, PO Box 400  
 Cottonwood Falls, KS 66845

BUTLER COMMUNITY COLLEGE  
 Loni M.M. Jensen, Director of High School  
 Academic Partnerships

Work Phone: 316.322.3254  
 E-mail: ljensen3@butlercc.edu  
 Work Address:  
 901 S. Haverhill Road  
 El Dorado, KS 67042

ACKNOWLEDGEMENT:

Chase County High School

\_\_\_\_\_  
 Stacia Barrett, Registrar

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Alberto Carrillo, Principal

\_\_\_\_\_  
 Date

Butler Community College

\_\_\_\_\_  
 Loni M.M. Jensen, Director of  
 High School Academic Partnerships

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Circle High School:**

Intermediate Spanish  
 US History 1

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

English Composition I  
 English Composition II  
 College Algebra  
 General Psychology  
 Public Speaking  
 Introduction to Teaching

**Designated CEP program administrators and liaisons:**

Circle High School  
 Breahna Crawford  
 Counselor  
 Work Phone: 316.536.2277  
 E-mail: bcrawford@usd375.org  
 Address:  
 PO Box 159  
 Towanda, KS 67144

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

**Acknowledgement:**

Circle High School

Butler Community College

\_\_\_\_\_  
 Breahna Crawford,  
 Counselor

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Matthew Carroll, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

POSITION DESCRIPTION  
 ADJUNCT COMMUNITY COORDINATOR

Position Title:	Date:
Adjunct Community Coordinator	6/8/95
Organization Unit:	Reports to: Rev. No & Date
High School Academic Partnerships	Director, High School #1, 9/13 Academic Partnerships #2, 8/2020

I. **Narrative General Description:**

Coordinator serves as a liaison between Butler Community College, the community and the local school district. Emphasis is on promoting a positive image of Butler Community College through a responsibility for college programs on the local level. This position reports directly to the Director of High School Academic Partnerships.

II. **Functional Responsibilities:**

- A. Establish and maintain positive relations with local Unified School District to assist in determining the educational needs of the community.
  1. Coordinate with USD administrators on use of facilities
  2. Plan semester class schedules with high school and Director
- B. Promote college programs and activities.
  1. Distribute brochures, flyers and other promotional materials
  2. Administer surveys
  3. Coordinate special events, presentations and advertising
- C. Act as resource in the recruitment and orientation of teaching staff
  1. Ensure syllabi, certification and grade rosters are submitted by due date
  2. Distribute teaching and lab supplies to instructors as needed
- D. Aid in recruitment, orientation and retention of students.
  1. Distribute schedules
  2. Promote classes
  3. Disseminate enrollment information
  4. Coordinate placement testing
  5. Publicize Articulation Agreements and articulated credit opportunities.
- E. Facilitate enrollment of students and other transactions concerning BCC policies
  1. Expedite enrollment process
  2. Assist with collection of student tuition and fees as necessary.
  3. Assist students in accessing their account (user name, password, Service Desk).
  4. Encourage and support student completion and submission of articulated credit applications.

- F. Be familiar with programs and services available at Butler Community College.
- G. Attend in-service/development sessions each semester
- H. Other duties and responsibilities as assigned.

III. **Consulting Tasks:**

- A. Supervise on-site programs in accordance with the expressed needs of Director, local USD and high school.
- B. Consult with adjunct faculty to insure student needs are met.

IV. **Supervise the following staff:**

None

V. **Required Knowledge, skills and personal qualifications:**

- A. Must be able to interact professionally and effectively with community personnel, faculty, staff and students.
- B. Will have good communication skills, both oral and written, and interpersonal and human relation skills.
- C. Will be dependable and prompt.
- D. Must be able to think and operate independently to carry out the functions of the college in relation to the setting.

VI. **Required experience:**

- A. A minimum of two to three years education experience, preferred.

VII. **Required education background:**

- A. Bachelor's degree preferred.

VIII. **Status regarding Fair Labor Standards Act**

Exempt

\_\_\_\_\_  
Loni M.M. Jensen, Director Date  
High School Academic Partnerships

\_\_\_\_\_  
Breahna Crawford, College and Career Advocate Date  
Circle High School



2021-2022

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

CEP Instructor Agreement  
Fall 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #375, Circle, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for FL201 Intermediate Spanish, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Circle High School

Butler Community College

\_\_\_\_\_  
Marilee McKenna-Marsal, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Carroll, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #375, Circle, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for HS131 US History 1, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development



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

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

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

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

Circle High School

Butler Community College

\_\_\_\_\_  
Doug Odom, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Carroll, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Council Grove High School:****Non-CEP classes to be offered at  
Council Grove High School:**

EG101, English Composition 1, 1<sup>st</sup> & 2<sup>nd</sup> Tri  
Rena Rodriguez, Instructor  
EG102 English Composition 2, 2<sup>nd</sup> & 3<sup>rd</sup> Tri  
Rena Rodriguez, Instructor  
MA135, College Algebra, 1<sup>st</sup> & 3<sup>rd</sup> Tri  
Lance Sawyer, Instructor  
BS160, Psychology, 1<sup>st</sup> & 2<sup>nd</sup> Tri  
Kaitlyn J. Connor, Instructor  
AH122, Certified Nurse Aide  
Kimberly James, Instructor  
SP100, Public Speaking  
Katy Haun, Instructor

**Designated CEP program administrators and liaisons:**

COUNCIL GROVE HIGH SCHOOL  
Jill Day, Counselor  
Work Phone: 620-767-5149  
  
E-mail: jday@cgrove417.org  
Address:  
129 Hockaday.  
Council Grove, KS 66846

BUTLER COMMUNITY COLLEGE  
Loni M.M. Jensen  
Director of High School Academic Partnerships  
Work Phone: 316-322-3254  
E-mail: ljensen3@butlercc.edu  
Address:  
901 S. Haverhill Road  
El Dorado, KS 67042

**Acknowledgement:**

Council Grove High School

Butler Community College

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 Jill Day, Counselor

---

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

---

 Date

---

 Date

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 Kelly McDiffett, Principal

---

 Dr. Tom Nevill, Vice President of Academics

---

 Date

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 Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Douglass High School:**

Intermediate Algebra  
 College Algebra

**Non-CEP classes to be offered at  
Douglass High School:****Designated CEP program administrators and liaisons:**

Douglass High School  
 Dana Houser  
 Counselor  
 Work Phone: 316.747.3310  
 E-mail: dhouser@usd396.net  
 Address:  
 PO Box 158  
 Douglass, KS 67039

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

**Acknowledgement:**

Douglass High School

Butler Community College

\_\_\_\_\_  
 Dana Houser,  
 Counselor

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Scott Dunham, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for MA125 Intermediate Algebra and MA135 College Algebra, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Douglass High School

\_\_\_\_\_  
Rodney Wasson, CEP Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Dunham, Principal

\_\_\_\_\_  
Date

Butler Community College

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
El Dorado High School:**

English Composition I  
 College Algebra  
 Calculus I w/Analytic Geo

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

Public Speaking  
 General Psychology  
 U.S. History I

**Designated CEP program administrators and liaisons:**

El Dorado High School  
 Julia Balderas  
 Counselor  
 Work Phone: 316.322.4810  
 E-mail: jebalderas@eldoradoschool.org  
 Address:  
 401 McCollum Rd  
 El Dorado, KS 67042

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

**Acknowledgement:**

El Dorado High School

Butler Community College

\_\_\_\_\_  
 Julia Balderas,  
 Counselor

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bruce Lolling, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for EG 101 English Composition, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

El Dorado High School

Butler Community College

\_\_\_\_\_  
Roger Briggs, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce Lolling, Principal

\_\_\_\_\_  
Dr. Tom Nevill,  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for MA135 College Algebra and MA151 Calculus I w/Analytic Geo, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development



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

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

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

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

El Dorado High School

Butler Community College

\_\_\_\_\_  
David Herrs, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce Lolling, Principal

\_\_\_\_\_  
Dr. Tom Nevill,  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Eureka High School:**

Beginning Spanish II  
Music Appreciation

**Non-CEP classes to be offered at  
Eureka High School:****Designated CEP program administrators and liaisons:**

Eureka High School  
Anna Noble  
Counselor  
Work Phone: 620.583.7428  
E-mail: annoble@eurekasud389.net  
Address:  
815 N Jefferson  
Eureka, KS 67045

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

**Acknowledgement:**

Eureka High School

Butler Community College

\_\_\_\_\_  
Anna Noble,  
Counselor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Spoonts, Principal

\_\_\_\_\_  
Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for MU100 Music Appreciation, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Eureka High School

Butler Community College

\_\_\_\_\_  
Steven Knapp, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Spoonts, Principal

\_\_\_\_\_  
Dr. Tom Nevill,  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for FL108 Beginning Spanish II, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Eureka High School

Butler Community College

\_\_\_\_\_  
Calisa Marlar, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Spoonts, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
 Maize High School:**

Principles of Early Childhood Education I

**Designated CEP program administrators and liaisons:**

Maize High School  
 Lindsay King  
 Coordinator, Maize Career Academy  
 Work Phone: 316.350.2122  
 E-mail: bmannings@usd266.com  
 Address:  
 11600 W 45<sup>th</sup> St N  
 Maize, KS 67101

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

**Acknowledgement:**

Maize High School

Butler Community College

\_\_\_\_\_  
 Lindsay King, Coordinator  
 Maize Career Academy

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Dr. Chris Botts, Principal

\_\_\_\_\_  
 Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date





2021-2022

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

CEP Instructor Agreement  
Fall 2021

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #266, Maize, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies or access codes for CD122 Principles of Early Childhood, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students prior to the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simply Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development



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

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

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

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

Maize High School

\_\_\_\_\_  
Megan Sauer, CEP Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Lindsay King  
Maize Career Academy Coordinator

\_\_\_\_\_  
Date

Butler Community College

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date



2021-2022

ADDENDUM TO MEMORANDUM OF AGREEMENT  
Concurrent Enrollment between  
Marion High School, USD 408  
and  
Butler Community College  
*Originally dated April, 2006  
(Revised August 2016)*

CEP classes to be offered at  
Marion High School:

Fall 2021:  
College Algebra, MA 135, G. Stuchlik  
English Composition 1, EG101, C. Rome  
US History 1, HS131, G. Thierolf

Year Long:  
Calculus w/ Analytic Geometry, MA151  
G. Stuchlik

Spring 2022:  
Applied Statistics, MA210, G. Stuchlik  
English Composition 2, EG102, C. Rome  
US History 2, HS132, G. Thierolf  
Intro to Lit, LT201, C. Rome

Designated CEP program administrators and liaisons:

MARION HIGH SCHOOL, USD 408  
Max Venable, Counselor

Work Phone: 620-382-2168  
E-mail: venabmax@usd408.com  
Work Address:  
701 E. Main  
Marion, KS 66861

ACKNOWLEDGEMENT:  
Marion High School

\_\_\_\_\_  
Max Venable, Counselor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Raymer, Principal

\_\_\_\_\_  
Date

Non-CEP classes to be offered at  
Marion High School

Fall & Spring 2020-2021:  
Public Speaking, SP100, C. Stout  
General Psychology, BS160

Certified Nurse Aide, AH122, K. James  
Certified Medication Aide, AH120, K. James

BUTLER COMMUNITY COLLEGE  
Loni M.M. Jensen  
Director of High School Academic Partnerships  
Work Phone: 316.233.3254  
Email: ljensen3@butlercc.edu  
Work Address:  
901 S. Haverhill Road  
El Dorado, KS 67042

Butler Community College

\_\_\_\_\_  
Loni M.M. Jensen, Dir HS Academic Partnerships

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
 Christopher Rome  
Fall 2021 & Spring 2022

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

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

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

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

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

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

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

Marion High School

Butler Community College

\_\_\_\_\_  
Christopher Rome, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Raymer, Principal

\_\_\_\_\_  
Dr. Tom Nevill,  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
 Gary Stuchlik  
Fall 2021 & Spring 2022

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

WITNESSETH THAT:

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

1. The college agrees to provide the course outline and instructor desk copies for College Algebra MA135, Applied Statistics MA210, and Calculus with Analytical Geometry MA151, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students at the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simple Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler

departmental faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

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

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

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

Marion High School

Butler Community College

\_\_\_\_\_  
Gary Stuchlik, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Raymer, Principal

\_\_\_\_\_  
Dr. Tom Nevill,  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





2021-2022

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

CEP Instructor Agreement  
Judson Grant Thierolf  
Fall 2021 & Spring 2022

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

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

1. The college agrees to provide the course outline and instructor desk copies for US History 1 & 2, HS 131 & HS132, screen potential students according to college-approved means (i.e., evaluative testing) prior to enrollment, enroll students at the start of each course, and evaluate the instructor in accordance with college policy.
2. The instructor agrees to teach the assigned course using the college adopted textbook, software, and materials and meeting the learning objectives/outcomes identified on the Butler course outline. The instructor further agrees to meet the class for all required, scheduled meeting times and administer, grade and submit required Butler course assessment activities.
3. The instructor will develop a course syllabus in Canvas using Simple Syllabus based on the department's learning objectives identified on the course outline and utilizing the approved Butler syllabus template. Copies of the syllabus will be electronically submitted to the college and distributed to each student the first day of class.
4. Instructors will adhere to standard Butler reporting guidelines and methodologies (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar, unless otherwise communicated.
5. Instructors will follow FERPA guidelines regarding the release of any student information.
6. Instructors will be required to attend orientations and college departmental meetings (typically held during Butler Inservice week), routinely communicate with Butler departmental faculty and are encouraged to participate in professional development

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

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

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

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

Marion High School

Butler Community College

\_\_\_\_\_  
J. Grant Thierolf, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Raymer, Principal

\_\_\_\_\_  
Dr. Tom Nevill,  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**MEMORANDUM OF AGREEMENT**  
**Concurrent Enrollment Partnership (CEP)**  
*(Revised August 2020)*

In order to provide additional academic challenges to secondary pupils, qualified high school students may enroll and participate in Butler Community College courses. These classes, known as Concurrent Enrollment Partnership (CEP) classes, will be made available at the high school facility, during the high school day, and will be taught by a college approved high school teacher. Additional courses will be made available at the high school facility, during the high school day, and will be taught by a Butler faculty member when a credentialed high school teacher is not available. To ensure academic quality and integrity in the awarding of college credit, this Memorandum of Agreement establishes the procedures for offering college-level learning through Butler Community College CEP courses.

**General Provisions:**

- The college and the unified school district will have a cooperative agreement to allow such enrollment.
- Academic credit will be granted by the college for course work successfully completed by students and may qualify as high school credit.
- Butler CEP course work will qualify as credit applicable toward the following Butler Community College degrees and certificates: Associate in Arts, Associate in Science, Associate in Applied Science, Associate in General Studies, and Career and Technical Education Certificate.
- Remedial/developmental courses will not be offered through the Butler CEP program.
- Course schedules will be determined through a collaborative effort between the high school and Butler Community College and will consider high school activities when scheduling. Courses will meet on time as scheduled for a minimum of 750 minutes per credit hour as determined by the state. Courses taught by a Butler faculty member will follow the published Butler Learning Calendar.
- Course offerings will be determined utilizing the course listing of approved concurrent enrollment classes (Appendix A). Additional classes will be considered for implementation in response to requests from unified school districts.
- Butler CEP classes may include students enrolled for secondary and/or postsecondary credit. A class may include students enrolled for secondary credit, only provided those students meet the college placement/prerequisite requirements and do not comprise a majority of the class. Students enrolled for secondary credit only will sign a "Waiver of College Credit" (Appendix B).
- The school district or high school will annually designate one representative as the site coordinator who will serve as the liaison between the high school and Butler Community College (Appendix C).
- The college will pay the instructional fee as outlined by college policy to the school district for CEP classes. Classes must have a minimum of 10 students enrolled. Classes with fewer than 10 students enrolled must be approved by the appropriate Dean and payment will be prorated. Maximum seat capacity will follow Butler policy as determined by each division. Payment will be made at the end of the course. In addition, the instructor must have filed the required college syllabus, attended required training, division faculty meetings, and signed the CEP Instructor Memorandum of Agreement (Appendix D).
- Both parties will advise students of their responsibilities in the learning experience provided by CEP classes and how courses may be transferred in the Regents system.

- The high school and the college will keep each other apprised of changes in the CEP student's status.

#### **Curriculum/Content:**

- Courses offered at CEP high schools have been approved through the Butler curriculum approval process, approved by the Kansas Board of Regents, and apply toward a Butler degree/certificate program.
- The course must be taught with the requirements and rigor expected in a college level course. The learning objectives/outcomes identified on the Butler course outline must be followed, and the approved college textbook for the course must be utilized.
- The appropriate academic division dean and/or designated faculty member in the discipline will review the class syllabus and may request copies of teaching materials, including handouts, examinations, and written assignments from the high school instructor to assure CEP courses meet or exceed grading standards, course management, instructional delivery, and content of regular on-campus sections. Butler academic division deans or departmental lead faculty may be consulted on academic matters.

#### **Butler CEP Faculty:**

- High school instructors participating in the program must first be recommended by their districts. Potential instructors will be provided orientation and training in course curriculum, assessment criteria, course philosophy, and CEP administrative requirements.
- Butler administration and/or academic division deans will interview and approve the instructor for concurrent college courses based on Butler's required criteria, and in compliance with the Higher Learning Commission\*.

*\*Faculty teaching transfer courses must hold an approved graduate degree from an institution which has been accredited by an agency approved by the Council for Higher Education Accreditation. Faculty must have thirty (30) hours of relevant substantial study, including at least eighteen (18) semester hours in the teaching academic discipline. Faculty teaching courses in career and technical education programs must hold a graduate degree and/or possess equivalent occupational technical experience appropriate to the courses they are teaching.*

- Instructor evaluations will be administered according to Butler Community College policy and will include, but is not limited to, administrative, student, and self-evaluations. College personnel will notify the high school principal which semester the administrative evaluation will be conducted and provide, at the principal's request, copies of the college evaluation policy and the instrument which will be used. The college reserves the right to dismiss the instructor if evaluation of the instructors is not satisfactory to college standards.
- Instructors will develop a class syllabus in Canvas using SALSA based on the department's learning objectives and utilizing the college syllabus template. A copy of the syllabus will be electronically submitted to the college and the instructor will distribute a copy to each student on the first day of class.
- Instructors will adhere to standard Butler reporting guidelines (certification rosters, grade reporting, etc.) and submit required data no later than the date specified by the college calendar.
- Instructors will follow FERPA guidelines regarding the release of any student information.
- Instructors will be required to attend orientations and departmental meetings, communicate as needed with Butler departmental lead faculty and are encouraged to participate in professional development opportunities provided by the college. Such opportunities would include programs offered by the Office of Faculty Development (Second Saturdays, etc.).

**Student Eligibility & Responsibilities:**

- High school sophomores, juniors, and seniors (10<sup>th</sup>, 11<sup>th</sup>, & 12<sup>th</sup> grades) may apply for enrollment in a CEP class with the written approval of the high school principal (Appendix E).
- Students who are enrolled in grades less than tenth (10<sup>th</sup>) and are classified by a school district as "gifted" according to Kansas Statutes Annotated may apply for CEP enrollment. A copy of each "gifted" student IEP must be submitted to Butler Community College with the signed approval of the high school principal prior to CEP class participation.
- Student will meet all Butler enrollment eligibility requirements, pre-requisite and placement standards prior to enrollment (Appendix A).
- Students enrolled in CEP classes are responsible for tuition, fees, textbook/access code, and supply costs.
- Students will pay or establish payment plans (available for a fee) by the payment due date.
- Students will be responsible for following college policies and procedures as outlined in the college catalog (available online at [www.butlercc.edu/catalog](http://www.butlercc.edu/catalog)) and the class syllabus.

**Accountability/Assessment Standards**

- All required Butler course assessment activities must be administered and results sent to the appropriate office according to established timelines.
- The college will report the following as part of the Kansas Postsecondary Database: directory information for each high school student enrolled, credit hours generated by each high school student, credentials of faculty teaching CEP courses, CEP credit hours generated by each high school student.
- This agreement will be reviewed annually to assure quality course delivery and compliance with applicable Kansas Board of Regents concurrent enrollment policy.
- Either party may terminate this agreement upon 90 days written notice. If a course(s) is in progress, the effective date of termination shall be upon completion of the course(s).

Peabody Burns HS, USD #398  
Peabody, Kansas

BUTLER COMMUNITY COLLEGE  
El Dorado, Kansas

By \_\_\_\_\_  
USD #398 – Antoinette Root, Superintendent

By \_\_\_\_\_  
Dr. Kimberly Krull, College President

Date \_\_\_\_\_

Date \_\_\_\_\_



2021-2022

ADDENDUM TO MEMORANDUM OF AGREEMENT  
Concurrent Enrollment between  
PEABODY-BURNS High School  
and  
Butler Community College  
*Originally dated April, 2006  
(Revised August 2016)*

CEP classes to be offered at  
Peabody-Burns High School:  
EG101 & EG102, English Comp 1  
K Schmidt

Non-CEP classes to be offered at  
Peabody-Burns High School:  
BS160, General Psychology, Fall or Spring,  
G. Francis  
MA135, College Algebra, Spring 2020, L. Sawyer  
SP100, Public Speaking, Fall, C Stout

Designated CEP program administrators and liaisons:

PEABODY-BURNS HIGH SCHOOL  
Haley Hall, Counselor  
  
Work Phone: 620-398-2196  
E-mail: hvivone@usd398.com  
Work Address:  
506 Elm St  
Peabody, KS 66866

BUTLER COMMUNITY COLLEGE  
Loni M.M. Jensen, Director of High School  
Academic Partnerships  
  
Work Phone: 316.233.3254  
E-mail: ljensen3@butlercc.edu  
Work Address:  
901 S. Haverhill Road  
El Dorado, KS 67042

ACKNOWLEDGEMENT:

Peabody-Burns High School

Butler Community College

\_\_\_\_\_  
Haley Hall, Counselor

\_\_\_\_\_  
Loni M.M. Jensen, Director of  
High School Academic Partnerships

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tyler Schroeder, Principal

\_\_\_\_\_  
Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

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

CEP Instructor Agreement  
Fall 2021 & Spring 2022

THIS AGREEMENT made and entered into this semester between Butler Community College of El Dorado, Kansas hereinafter referred to as "the college", party of the first part, and Unified School District #398, Peabody, Kansas, hereinafter referred to as "the district", party of the second part:

WITNESSETH THAT:

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

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

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

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

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

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

Peabody-Burns HS, USD398

Butler Community College

\_\_\_\_\_  
Kaila Schmidt, CEP Instructor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tyler Schroeder, Principal

\_\_\_\_\_  
Dr. Tom Nevill  
Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



2021-2022

**ADDENDUM TO MEMORANDUM OF AGREEMENT**

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

**CEP classes to be offered at  
Rose Hill High School:**

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

English Composition I  
American Federal Government  
General Psychology

**Designated CEP program administrators and liaisons:**

Rose Hill High School  
Lindsay Jones  
Counselor  
Work Phone: 316.776.3360  
E-mail: lindsay.jones@usd394.com  
Address:  
710 S Rose Hill Rd  
Rose Hill, KS 67133

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

**Acknowledgement:**

Rose Hill High School

Butler Community College

\_\_\_\_\_  
Lindsay Jones,  
Counselor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon Haydock, Principal

\_\_\_\_\_  
Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





2021-2022

ADDENDUM TO MEMORANDUM OF AGREEMENT  
Concurrent Enrollment between  
White City High School, USD 481  
and  
Butler Community College  
*Originally dated April, 2006  
(Revised August 2016)*

CEP classes to be offered at  
White City, USD #481 High School:

N/A

Non-CEP classes to be offered at  
USD #481

Public Speaking, SP100, K. Haun  
Psychology, BS160, G Francis  
College Algebra, MA135, L. Sawyer  
US History 1, HS131, G Looney  
English Comp 1 & 2, TBD

Designated CEP program administrators and liaisons:

USD #481 White City & Hope HIGH SCHOOL  
Lorri Kasten, SW & Erika Cook, Couns.

Work Phone: 785-349-2211  
E-mail: [lkasten@usd481.com](mailto:lkasten@usd481.com);  
[ecook@usd481.com](mailto:ecook@usd481.com)  
414 E. Goodnow  
White City, KS 66872

BUTLER COMMUNITY COLLEGE  
Loni M.M. Jensen, Director of High School  
Academic Partnerships  
Work Phone: 316-322-3254  
E-mail: [ljensen3@butlercc.edu](mailto:ljensen3@butlercc.edu)  
Work Address:  
901 S. Haverhill Road  
El Dorado, KS 67042

ACKNOWLEDGEMENT:

USD #481, White City & Hope High School

Butler Community College

\_\_\_\_\_  
Lorri Kasten, SW; Erika Cook, Couns.

\_\_\_\_\_  
Loni M.M. Jensen, Director of  
High School Academic Partnerships

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darlene Griffiths, Principal White City HS

\_\_\_\_\_  
Dr. Tom Nevill, Vice President of Academics

\_\_\_\_\_  
Mike Teeter, Principal Hope HS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## 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 KHESTAT's 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	1416 (AY 2021)	10/2021	1446 (AY 2020), 1513 (AY 2019), 1496 (AY 2018)	Kansas Board of Regents AY Completions File

# MONTHLY STATEMENT OF REVENUE AND EXPENDITURES

## Butler Community College Statement of Revenue, Expenditures, Other Changes As of 9/30/2021

FISCAL YEAR 22, PERIOD 03  
OPERATING FUNDS

	2022				2021			
	Budget	Actual	Variance (Over)/Under	Percent of Budget	Budget	Actual	Variance (Over)/Under	Percent of Budget
REVENUES:								
Tuition/Fees	18,825,165	8,849,864	9,975,301	47.01%	18,125,340	8,851,963	9,273,377	48.84%
Local Sources	15,190,091	937,233	14,252,858	6.17%	13,252,728	949,901	12,302,827	7.17%
State Sources	15,998,768	7,728,401	8,270,367	48.31%	15,225,128	7,831,317	7,393,811	51.44%
Auxiliary Sources	17,724	8,550	9,174	48.24%	17,724	9,300	8,424	52.47%
Other Sources	654,963	148,425	506,538	22.66%	793,136	159,529	633,607	20.11%
Transfers	82,134	0	82,134	0.00%	475,463	0	475,463	0.00%
TOTAL REVENUES:	50,768,845	17,672,473	33,096,372	34.81%	47,889,519	17,802,009	30,087,510	37.17%
EXPENSES:								
Instruction	15,625,434	2,271,555	13,353,879	14.54%	15,681,294	2,422,113	13,259,181	15.45%
Academic Support	3,464,735	730,419	2,734,316	21.08%	3,467,536	684,252	2,783,284	19.73%
Student Services	6,357,861	1,279,984	5,077,877	20.13%	6,261,631	1,133,087	5,128,544	18.10%
Institutional Support	19,355,847	4,856,452	14,499,395	25.09%	16,558,079	5,822,497	10,735,582	35.16%
Physical Plant Operations	3,609,439	793,931	2,815,508	22.00%	3,572,077	727,543	2,844,534	20.37%
Student Financial	3,555,385	1,706,460	1,848,925	48.00%	3,655,385	1,665,401	1,989,984	45.56%
Auxiliary Enterprise	0	0	0	0.00%	1,400	1,905	(505)	136.07%
TOTAL EXPENSES:	51,968,701	11,638,802	40,329,899	22.40%	49,197,402	12,456,798	36,740,604	25.32%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	616,733	361,001	255,732	58.53%	873,908	558,163	315,745	63.87%
Non-Mandatory Transfers	612,273	0	612,273	0.00%	512,273	0	512,273	0.00%
TOTAL TRANSFERS:	1,229,006	361,001	868,005	29.37%	1,386,181	558,163	828,018	40.27%
NET INCREASE/DECREASE IN NET ASSETS	(2,428,862)	5,672,670			(2,694,064)	4,787,049		
Fund Balances, Beginning of year	12,501,052	12,501,052			9,086,097	9,086,097		
Fund Balances, End of Period	10,072,190	18,173,721			6,392,033	13,873,146		

## **Statement of Revenue, Expenditures, and Other Changes**

### **REVENUES:**

#### **Tuition/Fees**

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

#### **Local Sources**

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

#### **State Sources**

State Operating Grant and SB155 Funding

#### **Auxiliary Sources**

Dorm Rental – Fire Science students

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

#### **Other Sources**

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

#### **Transfers**

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

### **EXPENSES:**

#### **Instruction**

General, Vocational and Adult Instruction

#### **Other Expenditures**

Parking and Agency Funds (not applicable to Operating Funds)

#### **Academic Support**

Library, Academic Administration, Curriculum Development

#### **Student Services**

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

#### **Institutional Support**

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

#### **Physical Plant Operations**

Maintenance of Buildings, Equipment, Grounds, Debt Service

#### **Student Financial**

Scholarships and Grants

#### **Auxiliary Enterprise**

Operating Support of EduCare Center

#### **Transfers**

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

## THANK YOU NOTES

Butler Board of Trustees,  
Thank you for your generous approval of staff raises. We appreciate your show of support.  
Sincerely,  
Butler Financial Aid Office

Dear Dr. Krull,  
Thank you so much for the Grand Champion Senior Foods Scholarship. I truly appreciate it and will put it good use.  
Thank you,  
Sarah E. Hinnen

Dear Dr. Kimberly Krull,  
Thank you so much for giving a scholarship to Butler! This is so helpful for students that are involved in 4-H! I am so thankful for this opportunity! This is my last year in 4-H and I am so thankful to have been a part of this program. Thank you again!  
Shelby Henley

Thank you for offering credit hours for Champion Senior Goat Showman. The hours will go to good use when I'm at Butler in a year.  
Sincerely,  
Erin Johnson

Thank you for the Champion Senior Showman Scholarship. I will put it to good use when I come to Butler in a year!  
Sincerely,  
Erin Johnson

Thank you so much. I love taking photos.  
Love,  
Kaleb

Dear Butler Community College,  
Thank you for the credit hours. I really appreciate! I look forward to attending this fall.  
Kirstyn Cooper

BCC –  
Thank you so much for the scholarship award at the County Fair. It means so much to 4-H'ers to know that the community supports us growing our skills and experiences. The scholarship is so appreciated and a very thoughtful and helpful prize.  
Thanks,  
Laura Scribner

Dear Butler Community College,  
Thank you for sponsoring the Champion Senior Fitting and Showing Dairy/Goat Scholarship.  
Sincerely,  
Brode Borg

Dr. Krull,  
Thank you for the Butler Activity Pass for the upcoming school year. I appreciate the kind gesture. It will be especially good to get back to some college activities this year since we missed them last year. Butler is an important asset to El Dorado. Thank you for all you do to make the college and community stronger.  
David Dillner

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES  
OCTOBER - NOVEMBER**

<b>October Board Finance Committee</b>	Tuesday, October 12, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>October Board Meeting</b>	Tuesday, October 12, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>October Work Session</b>	Monday, October 25, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>November Board Finance Committee</b>	Tuesday, November 9, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>November Board Meeting</b>	Tuesday, November 9, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>November Work Session</b>	Monday, November 22, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>

**2020-2021 Board Meeting Dates**

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**

<b>December Board Finance Committee</b>	Tuesday, December 13, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>December Board Meeting</b>	Tuesday, December 13, 4:30 p.m. Dankert Board Room	<b>ALL TRUSTEES</b>
<b>December Work Session</b>	Not currently scheduled	<b>ALL TRUSTEES</b>
<b>January Board Finance Committee</b>	Tuesday, January 11, 3:30 p.m. President's Conference Room	<b>Doug Law Shelby Smith</b>
<b>January Board Meeting</b>	Tuesday, January 11, 4:30 p.m.	<b>ALL TRUSTEES</b>
<b>January Work Session</b>	Not currently scheduled	<b>ALL TRUSTEES</b>

## FALL 2021 ACTIVITY CALENDAR

Institutional Development Day – No Classes	Tues., October 12
Vocal Concert - College Theatre (700 Bldg.)	Fri., October 15 @ 7:30 p.m.
Football vs. McDougal Tech Institute	Sat., October 16 @ 2:00 & 7:30 p.m.
Soccer vs. Neosho	Sat., October 16 @ 1:00 p.m.
Volleyball vs. Barton	Sat., October 16 @ 6:00 p.m.
Spring 2022 Enrollment Begins	Sat., October 16 @ 2:00 p.m.
Football vs. Fort Scott	Mon., October 18
Volleyball vs. Cloud County	Sat., October 23 @ 7:00 p.m.
Soccer vs. Johnson County	Sat., October 23 @ 2:00 p.m.
PTK Induction-Welcome Center	Sun., October 24 @ 1:00 p.m.
Cross Country @ Region VI Championships	Sun. October 24 @ 2:00 p.m.
Softball Region VI Tournament	Sat., October 30 @ TBA
Football KJCCC Playoffs	November 3
Instrumental Music	Sun., November 7
Celebration of Freedom Concert (Welcome Center)	Sun., November 14
Summer 2022 Enrollment Begins	Sun., November 7 @ 7:00 p.m.
Art Exhibit “Art by Erika Navarrete” (E.B. White Art Gallery)	Mon., November 8
Artist Reception	November 8-December 3
Men’s Basketball vs. Kansas City, KS	November 8 @ 6:00-8:00p
Men’s Basketball vs. McPherson	Wed., November 10 @ 7:30 p.m.
Cross Country NJCAA National Championship	Sat., November 13 @ 2:00 p.m.
Theatre Production #2-College Theatre (700 Bldg.)	November 13
Basketball vs. Seward (Women/Men)	November 18 & 19 @ 7:30 p.m.
Show Choir Festival Concert-College Theatre (700 Bldg.)	November 20 @ 2:00 p.m. & 7:30 p.m.
Thanksgiving Break	Sat., November 20 @ 2:00 & 4:00 p.m.
Basketball vs. Pratt (Women/Men)	November 22 @ 7:00 p.m.
Dance Showcase-College Theatre (700 Bldg.)	November 24-26
Chamber Concert Brass-Hubbard Welcome Center	Sat., November 27 @ 2:00 & 4:00 p.m.
Chamber Concert Woodwind-Hubbard Welcome Center	November 29 @ 7:00 p.m.
	November 29 @ 7:30 p.m.
	November 30 @ 7:30 p.m.

<b>ADJOURNMENT</b>
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**MOTION: By**

Chair Lechtenberg, I move that the Board meeting be adjourned.

**CALL FOR A SECOND: Trustee**

**CALL FOR A VOTE**

**MEETING ADJOURNED @ \_\_\_\_\_ P.M.**

<b>WORK SESSION</b>
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Review of the Strategic Plan and President's goals.