

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
REGULAR BOARD MEETING
4:30 p.m., Tuesday, May 9, 2023 – Dankert Trustee 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 Trustee Board Room, Upper Level of the Hubbard Welcome Center, 901 S. Haverhill Road, El Dorado, Kansas.
	Executive Session – For up to 60 minutes for discussion of employer-employee negotiations pursuant to open meeting exceptions for said matters.

REGULAR BOARD MEETING

- I. **CALL TO ORDER (4:30pm)**
- II. **PLEDGE OF ALLEGIANCE (4:30pm)**
- III. **APPROVAL OF AGENDA (4:35pm)**
- IV. **RECOGNITIONS (4:40pm)** -----3
- V. **PUBLIC COMMENT (4:55pm)**
If you wish to address the Board during Public Comment, please complete this form:
<https://bit.ly/3ioB30n>
- VI. **STANDING REPORTS (5:00pm)**
 - A. Student Government Association Report – Lillian Rippe, SGA President
 - B. Operational Staff Report – Lisa Bolin
 - C. Professional Employees Report – Terry Sader
 - D. Board Finance Committee Report – Mary Martha Good, Linda Jolly
 - E. Foundation Board Report – Forrest Rhodes, Kim Krull
 - F. President’s Report – Kim Krull
 - G. Education Facilities Authority Report – Mary Martha Good, Dave Sherrer
 - H. KACCT Quarterly Report – Linda Jolly, Kim Krull
- VII. **MONITORING REPORTS (5:25pm)** -----4
None.
- VIII. **BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES**
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MAY RECOGNITIONS

- **Andy Hoffman (Vice President) and Shane Palmer (Operations Manager) of GTG Peterbilt** – GTG Peterbilt donated a Cummins X15 engine with less than 450 miles to the Diesel Technology program for education and training purposes.
- **Danny Mattern** – NASA Astronomy Activation Ambassador
- **Dr. Heather Rinkenbaugh** – For the recent completion of her doctorate degree.
- **Jennifer Anima-Valdez, John Meyer, Key'Andre Thomas, Kira Dye, Ally Davis, Evan Dalian, Brayden Oneal, Nick Butler, Adrian Holguin** - *The Lantern* Staff & KCM Award Winners
- **Ally Davis, Ope Awe, Ella Boozer, Jocelyn Vargas, Michelle Patry, Mariana Gonzalez-Rangel, Kaden Warner, Jensen Wiebe, Brayden Oneal, Riley Wagner** – *The Grizzly* Staff & KCM Award Winners
- **Dr. Tom Nevill, Jennifer Hartman, Glendell Henderson, Alison Trammell, Ireland Turner, Isaac Forster, Kevin Leiker, Jaime Sharp, Don Rommelfanger, Mike Schweigert, Jessica Mitchell, Laura Fisher, Bill Rinkenbaugh, Heather Rinkenbaugh, Evan Seiwert, J'Angelo Herbert and Antonio Hernandez** – March 31, 2023 Grassfire Response
- **Chef Luis Peña** – Wichita Business Journal “40 Under 40” honoree.
- **Abby Fawcett, Assistant Women's Basketball** – Named NJCAA Division I Women's Basketball Assistant Coach of the Year by college scouting and reporting agency World Exposure Report.

MONITORING REPORTS

None this month.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES
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TOPIC for DISCUSSION
Insurance Renewal

REPORT

At the upcoming June meeting the Board will be asked to approve insurance premiums for policies that renew on July 1. This includes property coverage, liability coverage, workers' comp and several specialty lines.

Last year Butler made a two-year commitment to KERMP (Kansas Educational Risk Management Pool) for property and liability coverage. Workers' comp and several specialty coverages remained with ICI.

The KERMP premium approved last year was \$571,306. It is anticipated that the premium for the upcoming year will increase by \$150,000 to \$200,000 (26% to 35%). There are two main reasons for the anticipated increase:

- Pool-wide rates are expected to increase between 20% and 25% due to regional marketplace conditions.
- A property appraisal of first-year KERMP schools found that Butler's insured building values were approximately 70% of the needed replacement values. The need to increase these values was verified by Gravity Works Architects.

Chris Conrade of the Conrade Insurance Group is scheduled to attend the May board meeting to offer perspective and address questions from the board.

RECOMMENDED ACTION

This item is for discussion purposes.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Kent Williams, VP of Finance
Supervisor:	Dr. Kim Krull, President
Date:	April 27, 2023

TOPIC for DISCUSSION

Tandem Cyber Operations

REPORT:

When it comes to cyber security, no organization is immune to malicious cyber-attacks intent on compromising the confidentiality, integrity, or availability of data. For decades Higher Education has had the reputation of inadequate security measures surrounding high amounts of sensitive information thus more attackers have been attracted to Higher Education. Historically, Butler Community College has been an industry leader in information security, ensuring data integrity and availability. In 2006 former CIO, Tom Erwin, created the Office of Information Security and hired a Chief Information Security Officer that was tasked with building a robust cyber security posture for the institution. Over the next few years that department grew to include an Information Security Analyst. Butler Community College must maintain a strong security posture to defend against cyber-attacks intending to compromise the confidentiality, integrity, or availability of data and to ensure the institution meets the compliance requirements set forth by regulatory bodies.

In an effort to responsibly reduce expenses, while building efficiencies, The Information Services Division outsourced the Office of Information Security to Tandem Cyber in 2020. This resulted in trimming the payroll budget by \$183,000. Additionally, the new agreement with Tandem Cyber allowed IS to eliminate licensing for log aggregation software and penetration testing services, resulting in additional saving of more than \$50,000. The annual contracted cost of services from Tandem Cyber was originally set at \$175,000 per year.

Tandem Cyber fills multiple roles for Butler Community College that would otherwise have to be filled with full time-employees. These roles include, Chief Information Security Officer, Chief Information Security Advisor, Information Security Analysts, Information Security Engineers, Governance and Compliance Advisors, and an On-Call Incident Response Team. Most recently, Tandem Cyber guided the institution through a GLBA (Gramm-Leach-Bliley act) assessment. This assessment must be completed by a GLBA Qualified Individual (GLBA-QI), a role that Tandem fills. The GLBA assessment acts to ensure Butler is compliant as well as presents areas for process improvement. GLBA is just one of a multitude of state, federal, and international compliance models that the college is responsible for.

Tandem Cyber provides a tailored solution for Butler Community College that meets the security needs of our institutional operations and strategic goals. Information Services recommends continuing services with Tandem Cyber. The previous contract was an annual payment of \$175,000.00 for 3 years and will not exceed this amount on the new contract.

RECOMMENDED ACTION:

For discussion purposes

RECOMMENDED FUNDING SOURCE:

Information Services Technology Project Fund

Submitted by:	Bill Young, Vice President of Digital Transformation / CIO
Supervisor:	Dr. Kim Krull
Date:	May 9, 2023

TOPIC for DISCUSSION
Renewal AVISO Retention Software

REPORT:

In June 2019, the board approved the implementation of Aviso Retention Software to provide greater support to students with real-time solutions addressing students' needs for retention, persistence, and completion. The Academic and Student Services Divisions' leadership intent is to continue with Aviso, a highly effective student support process which increases the likelihood of students' successful achievement of their Pathways degree/certificate goals. Aviso's predictive analytics uses customized institutional data to anticipate and score risk levels for each student through the education process and delivers insights directly to faculty, advisors, and coaches. Staff and faculty can then use this data to connect internally or directly to assess and assist the students' needs. Aviso has been integral in identifying student needs, initiating alerts, and intervening to help students to persist and complete their goals. In the last 2 years, 20,000+ messages and 927 staff-initiated alerts have been sent through the Aviso platform.

Aviso was recently purchased by Watermark and was renamed Student Success & Engagement.

5-year renewal option:

2023-2024	\$47,836.96
2024-2025	\$48,062.83
2025-2026	\$48,543.46
2026-2027	\$49,028.89
2027-2028	\$49,519.18

3-year renewal option:

2023-2024	\$47,836.96
2024-2025	\$50,216.31
2025-2026	\$52,714.62

RECOMMENDED ACTION:

This information is for discussion purposes only.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Bill Young, Vice President of Digital Transformation/CIO
Supervisor:	Dr. Kim Krull
Date:	April 24, 2023

TOPIC for Discussion
Role of the Butler Community College Foundation

REPORT:

The Butler Community College Foundation will present information regarding the role of Foundation's and colleges, the relationship of the Butler Community College Foundation with Butler Community College and the impact the Butler Community College Foundation has on the mission of the college.

RECOMMENDED ACTION:

For discussion purposes

RECOMMENDED FUNDING SOURCE:

None

Submitted by: Thomas Borrego, Vice President of Advancement and Special Asst.to the President

Supervisor: Dr. Kim Krull, President

Date: May 9, 2023

TOPIC for Discussion
Trustee Information Requests – General Discussion

REPORT:

Trustee Rhodes has requested an item to discuss information requests from Trustees.

RECOMMENDED ACTION:

This item is for discussion purposes.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Forrest Rhodes, Board Chair

Date: May 9, 2023

BOARD ACTION ITEMS

TOPIC for ACTION
iPad Replacement for ID3D

REPORT:

With the onset of Butler Community College becoming an Adobe Creative Campus and the ability to work on programs such as Photoshop, InDesign, Illustrator, Aero, Dimension, XD, and other Adobe Products on the new iPad 12.9 Pro, it is imperative they are included into curriculum in each of those classes. They are also needed for several other classes which run exclusively mobile on the new iPads and new iPhones.

Current iPads are 10 years old with software in the OS iPad environment which can't be updated to the newer versions. Updated software is needed for current classes and curriculum and is the industry standard.

Bids were received from both CDW for \$45,927.42 and The Apple Store for \$46,158.00.

RECOMMENDED ACTION:

We recommend the purchase of 42 Apple 12.9" iPad Pro 4 devices from CDW for a total cost of \$45,927.42.

RECOMMENDED FUNDING SOURCE:

Information Technology Designated Account

Submitted by:	Valerie Haring, Dean, Arts, Digital Media, and Communications
Supervisor:	Dr. Tom Nevill, Vice President of Academics
Date:	April 20, 2023



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

AMY KERSCHNER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFXJ908	2/14/2023	NFXJ908	0345781	\$45,927.42

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple 12.9" iPad Pro 4 - Wi-Fi - 6th Generation - 256 GB -Space Grey Mfg. Part#: MNXR3LL/A Contract: E&I CNR01439 Catalog Apple (CNR01439)	42	7213813	\$1,093.51	\$45,927.42
Apple DEP Enrollment Mfg. Part#: APPEDEP Contract: E&I CNR01439 Catalog Apple (CNR01439)	1	3753578	\$0.00	\$0.00

SUBTOTAL	\$45,927.42
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$45,927.42

PURCHASER BILLING INFO	DELIVER TO
Billing Address: BUTLER COUNTY COMMUNITY COLLEGE FINANCE OFFICE 901 S HAVERHILL RD EL DORADO, KS 67042-3280 Phone: (316) 321-2222 Payment Terms: NET 30-VERBAL	Shipping Address: BUTLER COUNTY COMMUNITY COLLEGE AMY KERSCHNER 901 S HAVERHILL RD EL DORADO, KS 67042-3280 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Dave Walczak | (877) 493-1102 | davewal@cdwg.com



Proposal

Proposal Number

2111072756

Account Number/Name

40323

BUTLER COMMUNITY COLLEGE

Created On

02/14/2023

Created By

Amy Kerschner

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2111072756.

Comments from Proposer:

Darryl Runyan

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MNXR3LL/A 12.9-inch iPad Pro Wi-Fi 256GB – Space Gray	42	1,099.00	46,158.00 USD
Subtotal				46,158.00 USD
Estimated Tax				0.00 USD
Total				46,158.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Education Institution](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your [Apple Store for Education Institution](#) to login or create your Purchaser Apple ID.

TOPIC for Action
Purchase of the Redler Institute of Culinary Arts Building

REPORT:

On December 31, 2022, the Butler Community College Foundation completed its fundraising for the construction of the Redler Institute of Culinary Arts located in Andover, Kansas to benefit Butler Community College students and faculty of the culinary arts program.

On February 21, 2023, the Butler Community College Foundation's Board of Directors approved the sale of the Redler Institute of Culinary Arts building, property, and equipment to Butler Community College.

At the April 24, 2023, Butler Community College's Board of Trustee Work Session meeting, the Butler Community College Foundation presented options for the Board of Trustees to consider.

- Option 1: Purchase the Redler Institute of Culinary Arts for \$1,250,000, a maximum amount agreed upon by the Board of Trustees at the November 8, 2022, Board of Trustees meeting. If approved, Butler Community College Foundation will assign the remaining pledges from the campaign, \$554,280 to Butler Community College (see Attachment A, pledge schedule)
- Option 2: Purchase the Redler Institute of Culinary Arts for \$695,160. The Butler Community College Foundation will retain the remaining pledges, \$554,280. Butler Community College agrees to pay the interest on the loan incurred by the Butler Community College Foundation to pay off the Redler Loan. The interest on this loan is 6.5%. which will be amortized over the life of the pledges (see Attachment A, pledge schedule).

The contract options are being prepared and will be sent under separate cover.

RECOMMENDED ACTION:

That the Butler Community College agree to either Option 1 or Option 2 to purchase the Redler Institute of Culinary Arts from the Butler Community College Foundation.

RECOMMENDED FUNDING SOURCE:

Strategic Initiative Designated Reserve Fund

Submitted by: Thomas Borrego, Vice President of Advancement and Special Asst.to the President

Supervisor: Dr. Kim Krull, President

Date: May 9, 2023

Attachment A
Projected Pledge Schedule and Loan Costs

Calendar Year	Balance	Pledge Amount	Loan Interest	Loan Cost
2023	\$554,840	\$53,000	6.50%	\$0
2024	\$501,840	\$154,724	6.50%	\$32,620
2025	\$347,116	\$126,827	6.50%	\$22,563
2026	\$220,289	\$98,327	6.50%	\$14,319
2027	\$121,962	\$47,827	6.50%	\$7,928
2028	\$74,135	\$22,827	6.50%	\$4,819
2029	\$51,308	\$12,827	6.50%	\$3,335
2030	\$38,481	\$12,827	6.50%	\$2,501
2031	\$25,654	\$12,827	6.50%	\$1,668
2032	\$12,827	\$12,827	6.50%	\$834
Total				\$90,585

Cash Flow Report 05.1.23

TOPIC for ACTION
Renewal Rave Mobile Safety

REPORT:

Rave Mobile Safety, formerly App Armor was approved and implemented June 2018. RMS provides a unified solution for mass notification. This product gives Butler emergency notification ability through text, email, phone call, and Butler's cellular app GrizzlySafe. GrizzlySafe provides blue light walk home feature and friend walk, campus maps, report a tip and link to support services such as campus counselor. RMS is a vital notification and campus safety system to alert students, faculty and staff in emergency situations and provide campus safety.

Negotiated savings \$5,000 discount per year for 3-year agreement.

Negotiated savings \$6,950 discount per year for 5-year agreement.

<u>5 year option</u>		<u>3 year option</u>	
2023-2024	\$13,000	2023-2024	\$16,000
2024-2025	\$13,000	2024-2025	\$16,000
2025-2026	\$13,000	2025-2026	\$16,000
2026-2027	\$13,000		
2027-2028	\$13,000		

RECOMMENDED ACTION:

Approve 5-year renewal agreement with Rave Mobile Safety

RECOMMENDED FUNDING SOURCE:

Department of Public Safety budget.

Submitted by: Glendell Henderson, Chief of Police/Director of Public Safety
Supervisor: Bill Rinkenbaugh, Vice President of Student Services
Date: April 26, 2023



130 Queens Quay East, Suite 1300 West Tower
Toronto, Ontario, Canada
Renewals@ravemobilesafety.com

RMS SOFTWARE, INC. RENEWAL

Hello,

Your AppArmor service contract is set to expire on **June 1, 2023**. Enclosed on Page 2 is a Rave Mobile Safety Renewal Quote for your review. Please return a signed copy of this Renewal Quote.

If you would like to take advantage of either the 3-year (Option B) or 5-year (Option C) discounted renewal term pricing options, please return a signed Renewal Quote and/or a Purchase Order reflecting your preferred Option.

Thank you,
RMS Software, Inc. Renewals Team
Renewals@ravemobilesafety.com

INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Select Renewal Option A, B or C on enclosed Renewal Quote
2. Complete required Billing Information section
3. Sign in signature block at bottom of Renewal Quote
4. Return via email or fax:
E: Renewals@ravemobilesafety.com
F: (917) 591-9105

THIS IS NOT AN INVOICE



130 Queens Quay East, Suite 1300 West Tower
Toronto, Ontario, Canada

RENEWAL QUOTE

Date: April 25, 2023
Quote #0066e00001m9aB3AAI

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

<input type="checkbox"/> OPTION B – 3 Year Renewal	
1st yr of 3 yr Renewal – June 1, 2023, through May 31, 2024	
Butler CC App (Safety APP)	\$4,000.00
Recurring SMS License (Unlimited SMS Emergency Communications)	\$4,000.00
Recurring Social Media Alerting License	\$0.00
Recurring Voice Call License (Unlimited Outbound Calling)	\$2,000.00
Recurring Desktop Alert and Optional Soft Panic Button License	\$4,000.00
Recurring Screen License (Integration of mass notifications on campus screens (RSS or CAP XML)	\$0.00
Recurring ENS Email License	\$2,000.00
Annual Cost:	\$16,000.00
<i>Total Contract Value:</i> <i>(To be paid in the amount of \$16,000.00 per year)</i>	<i>\$48,000.00</i>

<input type="checkbox"/> OPTION C – 5 Year Renewal	
1st yr of 5 yr Renewal – June 1, 2023, through May 31, 2024	
Butler CC App (SafetyAPP)	\$4,000.00
Recurring SMS License (Unlimited SMS Emergency Communications)	\$4,000.00
Recurring Social Media Alerting License	\$0.00
Recurring Voice Call License (Unlimited Outbound Calling)	\$2,000.00
Recurring Desktop Alert and Optional Soft Panic Button License	\$1,000.00
Recurring Screen License (Integration of mass notifications on campus screens (RSS or CAP XML)	\$0.00
Recurring ENS Email License	\$2,000.00
Annual Cost:	\$13,000.00
<i>Total Contract Value:</i> <i>(To be paid in the amount of \$13,000.00 per year)</i>	<i>\$65,000.00</i>

THIS IS NOT AN INVOICE

Renewal Quote does not include Sales Tax, if applicable.

This Renewal Quote is governed by the Master License and Service Agreement found at <https://www.getrave.com/terms-of-service/current.pdf> and, by its signature hereto, Customer accepts that Agreement. Please sign and date this Renewal Quote to indicate your acceptance of this proposal as an authorized representative of Customer.

* BILLING INFORMATION (Required):

* Billing Contact: _____

* Billing Phone: _____

* Billing Email: _____

* PO Required? ☐ If YES, enter PO #: _____

Please Note: If a PO is required for payment purposes, please provide a PO # within 7 days of submitting your signed quote or upon receipt of Auto-Renewal Invoice

QUOTE ACCEPTED BY:

Authorized Signature: _____ Date: _____

Name (Printed or Typed): _____ Title: _____

2nd Authorized Signature: _____ Date: _____
(If required)

Name (Printed or Typed): _____ Title: _____

TOPIC for ACTION
KBOR Year 3 Performance Agreement

REPORT

Year Three (AY 2022) for the Performance Agreement Bridge Period between the Kansas Board of Regents and Butler Community College.

RECOMMENDED ACTION

The board accepts Year Three (AY 2022) report for the Performance Agreement Bridge Period between the Kansas Board of Regents and Butler Community College, and approves its transmission to the staff of the Kansas Board of Regents no later than June 30, 2023.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by: Dr. Esam Sohail Mohammad, AVP, IR/E

Supervisor: Dr. Kim Krull, President

Date: May 9, 2023

Butler Community College Performance Report AY 2022							AY 2022 FTE: 4,544 Date: 4/7/2023	
Contact Person: Dr. Esam Sohail Mohammad	Foresight Goal	3 yr. History	Reporting AY 2020 (SU19, FA19, SP20)		Reporting AY 2021 (SU20, FA20, SP21)		Reporting AY 2022 (SU21, FA21, SP22)	
Phone: 316-323-6426 email: emohammad@butlercc.edu			Institution Result	Baseline Comparison	Institution Result	Baseline Comparison	Institution Result	Baseline Comparison
1 Number of certificates and degrees awarded annually	1 <i>KBOR Data</i>	AY 2013: 1,453 AY 2014: 1,492 AY 2015: 1,445 Baseline: 1,463	1,446	↓	1,408	↓	1,370	↓
2 First to second year retention of college-ready cohort (fall-to-fall retention of first-time, full-time, degree-seeking students)	1 <i>KBOR Data</i>	Fall 2012 Cohort: 464/731 = 63.5% Fall 2013 Cohort: 450/732 = 61.5% Fall 2014 Cohort: 530/852 = 62.2% Baseline: 1,444/2,315 = 62.4%	496/759 = 65.3%	↑	517/846 = 61.1%	↓	489/744 = 65.7%	↑
3 Award of third party technical credentials	2	AY 2014: 973 AY 2015: 973 AY 2016: 1,091 Baseline: 1,012	832	↓	943	↓	1114	↑
4 Percentage of Accelerated Learning Program (ALP) students who pass co-requisite developmental English and college composition courses in the same term	1	AY 2019: 108/202 = 53.5% AY 2020: 133/269 = 49.4% AY 2021: 90/172 = 52.3% *Baseline: 331/643 = 51.5%					71/155 = 45.81%	↓
5 Increase in number of STEM technical certificates and degrees	2	AY 2014: 323 AY 2015: 291 AY 2016: 292 Baseline: 302	276	↓	327	↑	344	↑
6 Directional Improvement in College Algebra Pass Rates	1	AY 2014: 1,248/1,856 = 67.2% AY 2015: 1,092/1,717 = 63.6% AY 2016: 1,174/1,815 = 64.7% Baseline: 3,514/5,388 = 65.2%	1,764/2,334 = 75.6%	↑	1,296/1,889 = 68.6%	↑	1,343/1,948 = 68.94%	↑
*Change to the baseline years was approved by BAASC 11/29/2022.								

Butler Community College Performance Report AY 2022

Indicator 1: Number of certificates and degrees awarded annually

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

Result:

Butler's AY 2022 output of degrees and certificates was 1,370 which is 93.6 % of the ambitious baseline of 1,463. We are proud to have achieved this in the context of several mutually reinforcing headwinds: declining enrollments, societal ambivalence towards the value of a college credential, and general economic anxiety about the onset of a possible recessionary period in the near future.

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

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

Result:

Butler Community College is proud of continuing and improving its efforts, as part of its Guided Pathways approach, to increase the retention of students from the first to the second year, and to see them through the completion of their chosen credentials. Continuous investment in strategic positioning, hands-on advising, reformatted developmental-to-college math sequencing, and business intelligence availability at the departmental and advising levels is contributing to our success in this endeavor.

Indicator 3: Award of third-party technical credentials

Description: Program faculty facilitate necessary testing and implement a systematic process to track credential attainment. Butler tracks credentials awarded to students in multiple discipline areas including Nursing (LPN Certificate of Completion and national licensure; RN NCLEX certification, IV Therapy Certification), Allied Health (EMT and Advanced EMT certificates, Certified Nurse Assistant and Certified Medical Aide; Home Health Aide), Fire Science (Firefighter 1 and 2 certifications, Hazmat certifications), Automotive Technology (NATEF certificates) Welding (American Society of Welding), Networking Technology (CompTIA A+, Microsoft, TestOut, and other industry credentials), and Culinary Arts (Serve Safe certificate).

Result:

Butler Community College takes great pride in meeting and surpassing an extremely ambitious goal for the award of third-party credentials across many disciplines. This achievement underscores the college's commitment to a new era of higher education where industry recognized credentials are at a premium in preparing learners for jobs of the future.

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

Description: The Butler Accelerated Learning Program (ALP) is a rigorous, integrated co-requisite program that allows students who place in developmental English, EG 060, to take it and Composition 1, EG 101, in the same semester. ALP student success is calculated by dividing the total number of students who

persist to the end of the term and receive a C or better in both courses by the total number of students who receive an A, B, C, D, F, or who withdraw before the end of the term. In Fall of 2018, Butler started the deployment of a multiple-measures approach to determine the placement of students in developmental English; this approach led to a decrease in the overall number of students placed in developmental courses.

Result:

Enrollment and success rates both decreased in co-requisite classes for AY 2022. We believe both are largely due to the effects of the on-going pandemic. The lesser enrollment in the program mirrored the lesser enrollment in higher education that occurred during this time; the lower numbers in the co-requisite program allowed for less peer role modeling and interaction. The majority of students enrolled in this program experienced various physical, financial, and personal hardships and interruptions due to the pandemic, significantly more than in a non-pandemic semester for this population that normally faces more challenges than most. Additionally, students who enrolled in this program directly following high school were impacted by the less rigorous, less engaged experience they had experienced.

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

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

Result:

Butler is proud of its continuing achievement in providing high quality STEM related post-secondary education to a broad base of learners in our region, and thus positioning them to contribute to the economic growth of our great state in the years to come.

Indicator 6: Directional Improvement in College Algebra Pass Rates

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

Result:

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

PERSONNEL

TOPIC for ACTION
Retirement of Muhammad Kamal Hussain

REPORT:

Muhammad Kamal Hussain, Mathematics instructor, has submitted his notice of resignation (retirement) effective May 31, 2023. Kamal has been a full-time employee of Butler Community College for 20 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Muhammad Kamal Hussain.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by:	Shelley Stultz, Vice President of Human Resources
Supervisor:	Dr. Kim Krull, President
Date:	April 21, 2023

last Day: 5/31/23

Kathy Conner

From: Kamal Hussain
Sent: Wednesday, April 5, 2023 1:30 PM
To: Shannon R. Covert
Cc: Kathy Conner; Benjamin F. Bunck; Adam C. Anthony; Niomi S. Thompson
Subject: Retirement

Shannon :

After working for over 25 years at Butler, it is time for me to bring closure to my career. Accordingly, I am submitting this letter as official notification of my intention to retire as Professor of Mathematics at Butler with the intended effective date of June 1, 2023.

Personally I feel immensely thankful for the opportunities I have enjoyed for over two decades at Butler and consider myself blessed to have worked with some wonderful colleagues. I shall always think fondly of the school's friendly, welcoming and independent spirit. For sure, I shall cherish the memories of my days at Butler.

Thank you again for providing the opportunity to work at Butler and I wish you all the best in the years to come.

Sincerely

Muhammad Kamal Hussain
April 5, 2023

TOPIC for ACTION
Retirement of Teresa Thompson

REPORT:

Teresa Thompson, Early Childhood Instructor, has submitted her notice of resignation (retirement) effective May 31, 2023. Teresa has been a full-time employee of Butler Community College for 27 years.

RECOMMENDED ACTION:

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

RECOMMENDED FUNDING SOURCE:

NA

Submitted by:	Shelley Stultz, Vice President of Human Resources
Supervisor:	Dr. Kim Krull, President
Date:	April 21, 2023

Last Day: 5/31/23



December 1st, 2022

Dr. Guerrero

I will be retiring as Department Chair/Instructor of Early Childhood Education effective June 1st, 2022. I am notifying you now in hopes it will enable you to post the position to search for my replacement early enough to find a highly qualified replacement.

I have been blessed to be a part of the Butler Community College family for 26 years. My fondest memories include my 24 years of being part of the EduCare Center Lab School. I was proud to be a part of that cutting edge, nationally accredited child care facility. It has been very fulfilling for me to see the changes and growth in the Early Childhood Education program since my start in 1996. I feel I leave behind a strong program that is committed to offering the highest quality of education delivered through excellence in instruction by the faculty that remain.

Thank you for your guidance in your time here as Dean. I greatly appreciate your support.

Sincerely,

Teresa Thompson

Teresa Thompson
Department Chair Early Childhood Education

TOPIC for ACTION
Retirement of John Jenkinson

REPORT:

John Jenkinson, English Instructor, has submitted his notice of resignation (retirement) effective May 31, 2023. John has been a full-time employee of Butler Community College for 23 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for John Jenkinson.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by:	Shelley Stultz, Vice President of Human Resources
Supervisor:	Dr. Kim Krull, President
Date:	April 21, 2023

LAST DAY : 5/31/23

Kathy Conner

From: Kathy Conner
Sent: Friday, April 21, 2023 3:04 PM
To: Kathy Conner
Subject: Dr. Jenkinson's pending retirement

Dean Nordman and Director Stultz,

This note is simply to notify you, as per my understanding of the requirements of retirement, of my planned retirement from Butler Community College, tentatively scheduled for June 1, 2023.

Should either of you need more extensive information, please let me know and I'll attempt to provide it a.s.a.p.

Warmest regards,
John

Dr. John Jenkinson
Dept. of English
Butler Community College

TOPIC for ACTION
Retirement of Brad Beachy

REPORT:

Brad Beachy, English Instructor, has submitted his notice of resignation (retirement) effective May 31, 2023. Brad has been a full-time employee of Butler Community College for 29 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for Brad Beachy.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by:	Shelley Stultz, Vice President of Human Resources
Supervisor:	Dr. Kim Krull, President
Date:	April 21, 2023

Last work day 5/31/23

Kathy Conner

From: Brad Beachy
Sent: Wednesday, April 26, 2023 12:23 PM
To: Shelley S. Stultz; Troy Nordman
Cc: Kathy Conner; Tiffany L. Rhodes
Subject: Announcing my retirement on June 1st, 2023

This e-mail is to inform my employer, Butler Community College, that I will resign (retire) effective June 1st of 2023.

Please let me know if you require any additional information.

Thank you and best wishes going forward,

Brad Beachy, English

CONSENT AGENDA - MINUTES



- Ready for Life -

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE REGULAR BOARD MEETING
4:30 p.m., April 9, 2023 – Dankert Board Room**

Meeting Recording can be viewed at
https://www.youtube.com/watch?v=iEmJv_oO9p4&t=6297s

STAFF ATTENDANCE

Janice Akao	Dr. Jessica Ohman
Lisa Bolin	Bill Rinkenbaugh
Tom Borrego	Heather Rinkenbaugh
Christina Byram	Dr. Terry Sader
Dr. Jon Craig	Shelley Stultz
Dr. Julio Guerrero	Dr. Noreen Templin
Jennifer Hartman	Teresa Thompson
Dr. Kim Krull	Ireland Turner
Dr. Esam Mohammad	Kent Williams
Dr. Tom Nevill	Bill Young
Dr. Troy Nordman	

BOARD ATTENDANCE

Kim Braungardt
Mary Martha Good
Linda Jolly, Vice Chair
Forrest Rhodes, Chair
Dave Sherrer
Shelby Smith
Julie Winslow

GUESTS

Tharra Casimir	Mason Kane	Kaden Warner
Lyndsey Conley	Emmarie Nikell	
Ray Connell	Lillian Rippe	
Kaelib Harp	Matthew Shults	

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

(YouTube @ 0:16)

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

(YouTube @ 0:36)

Trustee Good moved to add the approval of the amended Augusta Neighborhood Revitalization Plan to the consent agenda. Trustee Smith seconded the motion. On roll call vote, the motion passed 7-0.

Trustee Smith moved to move the executive session from the end of the meeting to the beginning, following recognitions. Trustee Winslow seconded. On roll call vote, the motion passed 7-0.

Trustee Winslow moved to remove item VIII-D; Trustee Information Requests from the agenda. It will be a discussion item at the April Work Session. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.

Trustee Smith moved to add a 30-minute Executive Session for Trustees only for the purpose of personnel discussion. Trustee Rhodes asked for clarity on who is to be discussed. Trustee Smith indicated he'd like to discuss the Rose Hill situation. Trustee Rhodes indicated support for the executive session if Dr. Krull is present as well. Trustee Winslow seconded the motion. Trustee Braungardt moved to amend the motion to include Dr. Krull after 15 minutes. Trustee Smith seconded the motion to amend. On roll call vote, the motion to amend passed 4-3. Trustee Good moved to amend the motion to exclude Dr. Krull and Trustee Winslow from the first 15 minutes of the Executive Session and bring them back in for the last 15 minutes. Trustee Jolly seconded. Trustee Smith asked counsel if it was legal to exclude a Trustee from executive session. Counsel indicated he believed it would be legal based on his experience. On roll call vote, the motion passed 5-1, with Trustee Smith voting no and Trustee Winslow abstaining from the vote. On roll call vote, the motion to amend the agenda to add a 30-minute Executive Session for non-elected personnel, with Dr. Krull and Trustee Winslow excluded for the first 15 minutes, and included for the final 15 minutes passed 7-0.

Trustee Smith moved to pull the A-1 (minutes), C-2 (CE Shop) and C-3 (Upright) to Board Action items. Trustee Winslow seconded the motion. On roll call vote, the motion passed 7-0.

Trustee Good moved to approve the agenda as amended. Trustee Smith seconded the motion. On roll call vote, the motion passed 7-0.

RECOGNITIONS

(YouTube @ 15:27)

Dr. Krull recognized Butler students who attended the 72nd Annual FBLA State Leadership Conference held at Pittsburg State University. The students competed against other Kansas FBLA chapter members at this conference in various business-related events. They competed against 4-year and 2-year schools. Nine of the ten students placed in their event and are now qualified to compete at the National Collegiate FBLA conference in Atlanta on June 22-25.

First	Business Communication	Kaelib Harp
First	Hospitality Management Case Competition	Kaelib Harp
First	Information Management	Kaelib Harp
First	Business Ethics	Matthew Shults
First	Marketing Analysis & Decision Making	Team of Emmarie Nickel, Chloe He, and Lyndsey Conley
First	Digital Media	Thara Casimir
First	Social Media Marketing	Thara Casimir
First	Emerging Business Issues	Victoria Wurm
First	Future Business Executive	Victoria Wurm
Second	Sales Presentation	Alexia Macleod
Second	Social Media Marketing	Chloe He
Second	Business Law	Team of Alexia Macleod and Mason Kane
Second	Community Service Project	Team of Alexia Macleod and Mason Kane
Second	Business Communication	Victoria Wurm

Third	Client Service	Kaelib Harp
Third	Foundations of Accounting	Victoria Wurm

Dr. Krull recognized Dr. Jonathan Craig for his recent completion of his Doctorate degree in Adult Learning focused on Community Colleges from Kansas State University.

Trustee Jolly's April birthday was also recognized.

EXECUTIVE SESSION

(YouTube @ 20:54)

Trustee Sherrer moved to recess into executive session for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship pursuant to the open meetings exception for matters protected by consultation with legal counsel and to include the Board, President Kim Krull, Ray Connell and Shelley Stultz for up to 30 minutes. Trustee Good seconded the motion. On roll call vote, the motion passed 7-0.

ENTER EXECUTIVE SESSION @ 5:07pm

RETURN TO OPEN SESSION @ 5:20pm

PUBLIC COMMENT

(YouTube @ 40:05)

There was no public comment.

STANDING REPORTS

Student Government Association (YouTube @ 40:15)

SGA President Lillian Rippe shared that SGA held movie night at Central Cinema 6 and provided vouchers for students to see the movie of their choice. Over 70 students attended. Upcoming events include Casino Night. Students will receive shirts and be able to enjoy pizza and games. Grizzly Give Back Day will be Monday, May 1 and SGA will clean-up the stadium and campus. They are also planning a faculty/staff vs. students' kickball match on May 2. They will also host an Almost Summer Block Party on May 4. They will also provide stress relief goodie bags that will be handed out at the late-night finals breakfast.

Operational Staff (YouTube @ 43:21)

Lisa Bolin reported that 50 OpStaffers from across the state attended the Association of Kansas Community College Office Staff Professionals Conference that was held at Butler last month. The Annual Silent Gift Basket Auction was held during Institutional Development Day. The group exceeded the amount raised in last year's auction. Their next meeting is April 13 in Andover.

Professional Employees (YouTube at 44:36)

Dr. Sader discussed the Professional Employees survey to evaluate administrators. He indicated that in previous years there were concerns about privacy that limited participation, so the Association chose to create an evaluation taskforce composed of faculty. Over 40% of faculty participated in completing the survey. The Board and President were provided with the results of that evaluation. He also reported Negotiations will begin on May 1. He encouraged the Board to attend or view recordings of these meetings. Trustee Winslow requested a copy of the Notice Up letter sent to administration.

Board Finance Committee (YouTube @ 48:48)

Trustee Good reported that the committee discussed the Bills & Warrants sent after the Board Book was printed.

Foundation Board Report (YouTube @ 49:31)

Trustee Rhodes indicated there was nothing new to report this month.

President's Report (YouTube @ 49:36)

Dr. Krull shared that the team is preparing for the Higher Learning Commission visit next week. The five-person team will arrive Sunday evening, with meetings Monday and Tuesday on campus, before departing Wednesday. Their meeting with the Board will be at 4:30 on Monday. The Board is also invited to the exit session at 12pm on Tuesday. The entire schedule is being finalized in the coming days, with many focused sessions and some open sessions.

She also shared that the PTK luncheon is April 14 in Junction City with a short KACCT meeting to follow.

She also provided follow-up information on the Faculty Survey that was handed out by Dr. Sader indicating the survey was a faculty-driven survey and that administration had not yet had a chance to review those results. Trustee Jolly asked if all of the comments were included in the document they received. Dr. Sader confirmed that is the case.

Educational Facilities Authority Report (YouTube @ 56:43)

Trustee Sherrer indicated he believes a meeting is planned this summer, and that the group has moved to quarterly meetings.

MONITORING REPORTS

(YouTube @ 57:01)

Trustee Smith asked clarifying questions on the number of staff and credit hours in the report. Trustee Smith also asked Dr. Sader questions about his research shared in the report. Trustee Good asked how adjuncts are supported. Dr. Nordman shared the evaluative procedures for adjunct faculty, including how their syllabi are reviewed. Trustee Smith asked if the Trustees would see the results of the evaluations that are being conducted on program clusters. Dr. Craig indicated that those results get published in September.

Dr. Krull also encouraged the Board to review the Open Educational Resources information as this faculty-driven initiative has saved students more than \$2.8 M in textbook costs since 2018.

BOARD STRATEGIC DISCUSSION – ISSUES AND OPPORTUNITIES

- A. Board Governance – Quarterly KORA (YouTube @ 1:05:08) – Trustee Winslow asked to have emails to accompany the request form to ensure accuracy in reporting. Further discussion included whether follow-up would be received about the benefits of the KORA requests, whether Trustees would be charged for KORA requests per KORA policy, and concerns regarding staff time and resources required to fulfill Trustee KORA requests. . The Board's consensus was to keep the report quarterly.
- B. Renewal Evisions Software (YouTube @ 1:15:41) – Bill Young provided information about Evisions, the parent company of Argos, Intellectcheck and Form Fusion. These pieces of software are critical to the daily operations of the College. Trustee Winslow asked for information on a three-year term agreement along with the five-year agreement. Bill Young explained the price presented for five-years included negotiated

escalators. Trustee Jolly asked clarifying questions regarding the recommended funding source.

- C. Trustee Information Request – Computer Replacement Plan (YouTube @1:19:32) – Previously, Trustee Winslow had requested detailed information including classroom location of the laptops to be replaced in summer 2023. Dr. Krull provided information to the Trustees the computer locations would be determined during the summer when classes were completed. Bill Young’s team took the initiative to go ahead and conduct the inventory which took approximately 27 hours for 5 employees and required staff to shift priorities and other projects. This completed information was shared with the Trustees. Trustee Winslow indicated she was under the impression from Dr. Krull’s email the complete inventory with location would not be completed until summer and she didn’t expect staff to go to the work to complete the detailed information. Discussion ensued about how requests such as these will be fulfilled in the future. Trustee Jolly indicated that she believes Trustees should be in consensus for requests such as this, and that there needs to be a more formal process for requests of this nature.

BOARD ACTION ITEMS

- A. Early Childhood Business Administration Technical Certificate (YouTube @ 1:28:53) – Dr. Julio Guerrero is seeking Board approval for this certificate in order to make this certificate financial aid eligible. This certificate would address the need for child care facilities in our area. It encompasses 18 credit hours of coursework already available at Butler and would create opportunities for students to move into director and ownership positions at childcare facilities. Teresa Thompson indicated this certificate could be a core piece of the education plans required by Head Start. This certificate would also be recognized toward the Kansas Early Childhood Directors credential and this will be a differentiating factor for students in our program. Trustee Rhodes asked if this originated from requests from stakeholders and Teresa indicated industry partners have been a part of the decision-making process. Trustee Smith asked if there would be additional expense to the college and Dr. Nevill indicated all the courses are currently being taught so no additional expense would be incurred. Trustee Sherrer moved to approve to recognize the Early Childhood Business Administration certificate as a technical certificate program. Trustee Smith seconded. On roll call vote, the motion passed 7-0.
- B. 2023 Laptop Replacement Plan (YouTube @ 1:40:25) – Trustee Smith moved to approve the purchase of 783 Dell laptops for a total not to exceed \$494,474.00. Trustee Sherrer seconded the motion. On roll call vote, the motion passed 7-0.
- C. Approval of the Regular Board Meeting minutes of March 14, 2023: (YouTube @ 1:41:25) – Trustee Smith requested that under “Board Action Items – FY 2024 Tuition & Fee Recommendation” the word “raise” be added as follows for clarity: “Trustee Smith moved to amend the motion to drop in-county rates to \$100 per credit hour, **raise** in-state to \$130 per credit hour and out-of-state/international to \$190 per credit hour.” Trustee Sherrer moved to accept the change and approve the minutes. Trustee Smith seconded. Trustee Winslow requested to add the word “resident” be added to the following sentence for clarity: “Trustee Winslow indicated she would like to see Butler County **resident** tuition be free.” Trustee Sherrer rescinded his original motion and Trustee Smith rescinded his second. Trustee Sherrer made a motion to accept both changes and approve the minutes as revised. Trustee Winslow seconded. On roll call vote, the motion passed 7-0.
- D. Agreement with The CE Shop and Upright Training Providers (YouTube @ 1:44:49) – Dr. Krull explained that this is an agreement with a third-party training provider through BETA, and the College serves as a passthrough entity with a revenue-sharing agreement, that helps with enrollment, etc. The College does not teach any of the

classes. Trustee Smith moved to approve both agreements as presented. Trustee Winslow seconded the motion. On roll call vote, the motion passed 7-0.

CONSENT AGENDA

(YouTube @ 1:49:20)

Trustee Sherrer moved to approve the consent agenda as amended. Trustee Jolly seconded. On roll call vote, the motion passed 7-0.

SUPPLEMENTAL INFORMATION – (YouTube @ 1:49:57)

Key Performance Indicators Update – Submitted by Esam Mohammad

No updates this month.

Statement of Revenue & Expenditures – Submitted by Kerry Potter

No discussion.

Thank You Notes

None this month.

Board Calendars (YouTube @ 1:50:12)

Dr. Krull reminded the Board of the HLC Site visit on Monday. PTK Induction is at 2pm on Sunday. Trustee Good will provide the welcome at the PTK Induction Ceremony. There are various sporting events and fine arts activities coming up. Dr. Krull highlighted Working: The Musical and encouraged Trustees to secure their tickets soon. Trustee Smith asked about the upcoming Art show.

EXECUTIVE SESSION

(YouTube @ 1:52:13)

Trustee Smith moved to recess into executive session pursuant to open meeting exceptions for non-elected personnel, which if discussed in open meeting might violate their right to privacy. And that members of the Board with the exception of Trustee Winslow be included for the first 15 minutes, then Trustee Winslow and Dr. Krull will be present for 15 minutes. The open meeting will resume in the Dankert Trustee Board Room within 30 minutes. Trustee Braungardt seconded the motion. On roll call vote, the motion passed 6-0, with Trustee Winslow abstaining.

ENTER EXECUTIVE SESSION @ 6:40pm

RETURN TO OPEN SESSION @ 7:07pm

ADJOURNMENT

Trustee Good moved to adjourn the meeting. Trustee Sherrer seconded. On roll call vote, the motion passed 7-0. The regular meeting of April 9, 2023 was adjourned at 7:09 p.m.

Mary Martha Good – Secretary

**BUTLER COMMUNITY COLLEGE
BOARD OF TRUSTEES
MINUTES OF THE SPECIAL BOARD MEETING
4:30 p.m., April 24, 2023 – Dankert Board Room**

Meeting Recording can be viewed at: <https://www.youtube.com/watch?v=WDT1C5a9vzo>

STAFF ATTENDANCE

Tom Borrego
Jennifer Hartman
Matt Jacobs
Dr. Kim Krull
Dr. Tom Nevill
Dr. Jessica Ohman
Kerry Potter
Bill Rinkenbaugh
Kelly Snedden
Shelley Stultz
Kent Williams
Bill Young

GUESTS

Kaden Warner

BOARD ATTENDANCE

Kim Braungardt
Mary Martha Good
Linda Jolly, Vice-Chair
Forrest Rhodes, Chair
Dave Sherrer
Shelby Smith
Julie Winslow – 4:33pm

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was said.

APPROVAL OF THE AGENDA

Trustee Good moved to approve the agenda as presented. Trustee Braungardt seconded the motion. On roll call vote, the motion passed 6-0, with Trustee Winslow absent.

EXECUTIVE SESSION

Trustee Smith moved that the Board recess into executive session for up to 20 minutes pursuant to the open meetings exceptions for matters of non-elected personnel, which if discussed in open meeting might violate their right to privacy, with members of the Board, Dr. Kim Krull and Shelley Stultz present. Trustee Good seconded the motion. On roll call vote, the motion passed 6-0, with Trustee Winslow absent.

ENTER EXECUTIVE SESSION @ 4:33pm

RETURN TO OPEN SESSION @ 4:53pm

ADJOURNMENT

Trustee Sherrer moved to adjourn the special meeting. Trustee Winslow seconded. On roll call vote, the motion passed 7-0. The special meeting of April 24, 2023 was adjourned at 4:55pm.

Mary Martha Good – Secretary

BILLS AND WARRANTS

TOPIC for ACTION
April 2023 Bills & Warrants

REPORT

Bills and Warrants for April 2023 - \$3,945,241.66 (includes Expenditure Approval List - \$1,343,410.06 and Payroll - \$2,601,831.60).

RECOMMENDED ACTION:

Approval of April 2023 bills and warrants.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Sariah Wilson, Assistant Director – Accounts Payable
Supervisor:	Yolanda Hackler, Director – Accounts Payable
Date:	May 1, 2023

RATIFICATION OF AGREEMENTS & CONTRACTS

TOPIC for ACTION

Clinical Agreement with American Medical Response, Inc. (Shawnee County, KS)

REPORT:

Butler Community College and AMR enter into an agreement to furnish a clinical experience for students in the Advanced Emergency Medical Technician (AEMT) program. This agreement shall be for a term of twenty-four (24) months with possible renewal through written agreement by both parties.

RECOMMENDED ACTION:

Board approval to contract with AMR in Shawnee County, KS.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Evan Seiwert, Chair of Fire & EMS
Supervisor:	Dr. Julio Guerrero, Dean – Health, Education & Public Services
Date Submitted:	April 26, 2023



Affiliation Agreement

This Affiliation Agreement is made between AMR Shawnee County ("Company") and Butler County Community College ("School").

Preliminary Statement

- A. School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, Emergency Medical Technician- Paramedic and other, similar health care and pre-hospital providers ("Students");
- B. As a part of the licensing and /or certification requirements Students must complete a course of study including clinical experience ("Clinical Experience") on an ambulance providing the appropriate level of care and operating in normal service;
- C. Company is a provider of emergency medical service, including both advanced life support and basic life support pre-hospital care and transport;
- D. Company has agreed to assist School by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company's standards of service to its patients and clients.

Now therefore in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

- 1.1. Commencement Date.** This agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraph 2.2, 2.3 and 2.4. This agreement shall be for a term of twenty-four (24) months from the effective date ("Effective Date") as set forth on the signature page. Any renewal shall be set forth in a writing signed by the parties.
- 1.2. Termination.** This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

- 2.1. School's Accreditation.** School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other similar pre-hospital health care providers. School's program shall include programming, administration, matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School resides and in which the program contemplated herein is to operate.
- 2.2. Approval by Licensing/Certifying Agency(ies).** School shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated

herein and shall maintain such approval throughout the course of the program. School shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program.

- 2.3. Student Licensure/Certification.** School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state EMT and CPR credentials or any provisional licensure/certification. School shall provide Company with a copy of the requisite licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise School and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations.
- 2.4. Approval by Doctor or Agency Having Medical Control.** If applicable, School will secure from the doctor or agency having medical control in the state(s) or county(ies) in which program will operate, written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.
- 2.5. Records.** School will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Students transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history / vaccination / immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes, or ceases to participate in, the Clinical Experience contemplated herein.
- 2.6. List of Participants, Qualifications, Objectives and Representations.** School will notify Company at least thirty (30) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.
- 2.7. Company Rules and Regulations.** School will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.
- 2.8. Pre-assignment Health Assessment.** School will cause Student to complete a pre-assignment health assessment, at Student's or School's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination or executed declination and waivers of the Hepatitis B vaccination by the Student, proof of MMR vaccination, respiratory certification by a physician and PPD test. School will provide proof of satisfactory completion/vaccination to

Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.

- 2.9. OSHA Compliance.** Prior to allowing Student to enroll in the course of clinical experience, School will educate and train Student in compliance with all relevant and required OSHA regulations including, but not limited to, Blood-borne Pathogens Standard and TB Standard.
- 2.10. Personal Protective Equipment.** School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses, face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in the possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.
- 2.11. Assistance in Obtaining Signatures and Compliance.** School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this agreement including, but not limited to, those contained in part 3 of this agreement.
- 2.12. Evaluation of Performance.** School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.
- 2.13. Minimum Age of Participants.** School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

- 3.1. Release.** Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Students participation in the Clinical Experience. This release of claims must be executed, and on file with the Company, prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience and no Student will be permitted on a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.
- 3.2. Pre-assignment Health Assessment.** Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
- 3.3. Company Rules and Patient Confidentiality.** Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and use such equipment when, as and where designated by Company personnel.

Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of AMR, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgement of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974 and any applicable state laws.

- 3.4. Student Intern Agreement.** Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

- 4.1. Company Rules.** Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.
- 4.2. Student's Skill Level.** Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.
- 4.3. Orientation Program.** Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the Company's sole discretion.
- 4.4. Company's Control of Patient Care.** Company reserves the right to determine where, when and if a Student may participate in the provision of care to its patients. Company will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and Student shall follow Company's instructions with respect to the provision of patient care.
- 4.5. Right to Control Participation.** Company reserves the right to refuse to allow any Student to participate in the provision of care at the scene of an emergency where, in company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.
- 4.6. Student Evaluations.** Company will cooperate with School in performing evaluations of Student's clinical experience.
- 4.7. Provision of Clinical Experience.** Company will provide a Clinical Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/certifying agency and in accord with the instructions of the Doctor or Agency having Medical Control. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION. To the extent permitted by law, School shall do the following:

- 5.1. Indemnity for Third Party Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.2. Indemnity for Student Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions brought by any Student, or their heirs, against company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.3. Scope of Indemnification.** School will save defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from all potential claims, actions, risks and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patients/clients of Company where it is alleged that Students participation adversely impacted a patient/client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.4. Defense Obligation.** In any action in which School is obligated to provide Company with a defense, School shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

- 6.1. Professional Medical Liability and General Liability Coverage.** School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience, working under this agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement. School covenants to keep the required insurance in force and effect through the term of this agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- 6.2. Endorsement for Student Activities.** School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.

- 6.3. Coverage for Student Injuries.** School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with a written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.
- 6.4. Amount of Coverage Not a Limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5. Minimum Qualifications of Insurer.** Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.
- 6.6. Alternative Coverage.** As an alternative to the obligations of Section 6.1 through 6.5 above, to the extent the School does not offer coverage to the Students. The Student individually shall provide coverage consistent with the terms herein.

7. NOTICES.

- 7.1.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to School:

If to Company:

**Jon Antrim
Regional Director
401 SW Jackson St
Topeka, KS 66603**

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6363 S Fiddlers Green Circle, 14th Floor

8. Fees, Compensation and Tuition

- 8.1. Fees, Compensation and Tuition.** Any fees, compensation and tuition that Company shall receive will be set forth in Exhibit B.

9. Scope of Clinical Experience

- 9.1. Scope of Clinical Experience.** The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit C.

10. MISCELLANEOUS.

- 10.1. Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. Other.

- 11.1. Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.
- 11.2. Compliance Program, Training and Code of Conduct.** AMR has made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the School acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute. School shall be responsible for ensuring its Students have received HIPAA training and any other training AMR deems appropriate. AMR, at its discretion, may require Students to perform additional training prior to performing the Clinical Experience.
- 11.3. Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other

party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

<<Signature Page Follows>>

By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

American Medical Response	Butler County Community College
<p>By: _____ Jon Antrim Regional Director</p> <p>Date: _____</p>	<p>By: _____</p> <p>Date: _____</p>

Exhibit A
Student Intern Agreement and Release

Student is enrolled in a course of study at **Butler County Community College** ("School") designed to enable Student become a licensed/certified Emergency Medical Technician, Emergency Medical Technician-Paramedic or other similar pre-hospital health care provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves: 1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care and related services.

Student has asked to participate in Clinical Experience knowing that participation will require Student to accompany Company personnel in dangerous and potentially life threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her agreement to: (i) release the company from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY**. These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Company's agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and, abide by Company rules and direction. Student understands that failure to follow the Company's direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this agreement, the School assures AMR that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and AMR is that of a student being provided an educational experience by AMR and such activity shall in no way be construed as creating any other relationship including an employment relationship. The Student shall receive no compensation from AMR for activities during the internship.

AMR has made available to the Student a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Student acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "A". The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and the AMR may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By Signing this Document You Acknowledge That You Have Been Advised That There Are Risks Inherent in this Type of Activity and Have Decided to Assume That Risk and Release the Company of and from All Liability. You Agree to Release the Company from Any Claims Associated with the Event and That You, Not the Company, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Clinical Experience Program.

I agree to all terms set forth above.

Dated: _____

Signature of Student: _____

Print Name: _____

Attachment A
Overview of law regarding exclusion from
Medicare and State Health Care Programs
42 U.S.C. 1320a-7

(a) Mandatory exclusion. The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) Permissive exclusion. The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>).

Exhibit B
Fees, Compensation and Tuition

As a mutually beneficial partnership for the development of practitioners for the Emergency Medical Services field, the Company shall receive no fees, compensation, or tuition for the provision of field internship experiences for students from the School.

Exhibit C
Scope of Clinical Experience

The Company shall provide a clinical experience for students which includes, but is not limited to, the following:

- (a) Facilities for field practice during field internship for students.
- (b) Provide mutually agreed upon field support and supervision by qualified instructors/preceptors.
- (c) Under supervision as detailed in (b), provide students the opportunity to practice clinical skills within their respective scope of practice.
- (d) To maintain an environment in which student learning can be facilitated.
- (e) To retain ultimate responsibility for the care and transportation of the patient.
- (f) To provide an opportunity for the faculty to be apprised of current training and/or affiliation policies by providing updates regarding changes.

TOPIC for ACTION
Services with Motimatic

REPORT:

Motimatic, a third-party vendor, uses a digital marketing platform to reach students and prospective students on social media. Messaging reinforces behaviors and attitudes that correlate with student success. As a result, this messaging drives students to take the next necessary step to reach their educational goals such as application, enrollment, etc.

Motimatic communicates with hard to reach populations using technology and expertise not feasible with internal resources. Positive results were realized using this company in the fall through a small initial plan. This is an extension and expansion of the previous statement of work.

RECOMMENDED ACTION:

The Board ratify the attached contract/agreement and approve payment per student conversion for each campaign.

RECOMMENDED FUNDING SOURCE:

Transcript Fee Account

Submitted by:	Dr. Jessica Ohman, AVP of Student Services
Supervisor:	Dr. Kimberly Krull, President
Date:	March 25, 2022

**MOTIMATIC and BUTLER COMMUNITY COLLEGE
ORDER FORM #3**

Client: Butler Community College	Contact: Jessica E. Ohman				
Address: 901 S Haverhill Rd El Dorado, KS 67042	Phone: 316.321.2222 Fax:				
	E-Mail: johman@butlercc.edu				
<p>Services: Motimatic's Messaging Platform, in the form provided by Company to Client. Company's Services include:</p> <p>Assigning Recipients to Vectors. Motimatic will discuss with Client pertinent Vectors (a sequence of posts delivered through various online networks and having a specific content theme, addressing particular Client end-user ("Recipient") attributes or objectives). Client will supply Motimatic with a list of Recipients and identify the Vectors to which they should be assigned. Motimatic will subscribe Client's Recipients to relevant Vectors.</p> <p>Adaptation and Display of GuidePosts to Recipients. For Vectors that are designed to be adapted to a Client's specific audiences, Motimatic will add Client branding elements to GuidePosts, in consultation with Client. Motimatic then serves those GuidePosts to Client's specifically defined audiences, provided that Client activates each social media adaptation of a GuidePost within the Motimatic platform.</p> <p>Opt-Out Mechanism. Motimatic provides Recipients of Motimatic GuidePosts the option to opt-out by clicking a link from a single device. The opt-out takes effect when the Recipient subsequently visits a page containing Motimatic code or after 30 days, whichever comes first.</p> <p>Periodic Reports. Motimatic will provide Client with a weekly report via email that summarizes GuidePost activity for the prior week.</p> <p>Motimatic Client Portal. Clients have access to the Motimatic Client Portal, where they review and activate GuidePosts that will appear to their Recipients.</p>					
Fees: The fees are calculated on a per Action basis pursuant to the following:	Service Term: The initial term of this Agreement shall be twelve (12) months, subject to early termination as provided herein (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of one (1) month, subject to early termination (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Action:</td> <td>A</td> </tr> <tr> <td>Fee:</td> <td>\$225 per Action A</td> </tr> </table>	Action:	A	Fee:	\$225 per Action A	
Action:	A				
Fee:	\$225 per Action A				
For purposes of this Order Form: <ul style="list-style-type: none"> • "Action A" occurs when a Recipient, from a StopOut, Admit and/or Applied (not registered) list provided by Client to Motimatic, enrolls and makes it through a census date of September 18, 2023. 					
Payment Schedule: For billing purposes, Motimatic will invoice monthly based on registrations achieved during the previous month. To account for melt,	Method of Payment: ACH				

Motimatic will invoice only 90% of the total value of the achieved registrations. At census, Motimatic and Butler will reconcile any final amount based on actual students that made it to census. If yield from Registration to Census is less than the 90%, Motimatic will refund the difference. If yield is greater than 90%, Butler receive a final invoice for the difference.	
Service Capacity: no less than 1,000 records	

Additional Terms

1. Client shall:

- Within 15 days after the Effective Date, execute Motimatic’s onboarding instructions, including securely sharing data file, activating GuidePosts and accepting Motimatic’s Facebook Moderator request.
- Review new Client-branded GuidePosts from Motimatic regularly, when prompted via (automated) email. Each time Motimatic produces a new GuidePost adaptation that references Client’s brand, Client will have 10 business days to review the GuidePost adaptation for accuracy, fairness and consistency with Client’s brand guidelines before the adapted GuidePost and similar versions for other advertising networks go live. If Client requests revisions (“rework”), an additional 5 business days are added to review the GuidePost before it goes live. If at any time Client determines that an adapted GuidePost requires revision, Client may inform Motimatic via the Motimatic platform, and Motimatic will remove the adapted GuidePost from circulation immediately, beginning the 5-day review rework period again, once any concerns have been addressed.
- Activate at least 85% of the Client-branded GuidePosts that are provisioned.
- Set up daily delivery of Recipient data in CSV form to Motimatic according to Motimatic’s data file specifications and instructions.
- Provide Motimatic with a data feed file on a daily basis for the purpose of tracking Actions.

Client acknowledges that each of the foregoing items is critical to the successful provision of the Services to Client and to the Recipients. Any delay in Client’s performance of its responsibilities under this Agreement will result in a delay of the start of the Services for an amount of time proportionate to the delay in Client’s performance.

Motimatic and Client both acknowledge and agree that it will not be possible to perfectly attribute all conversions achieved in this effort solely to the work detailed in this Order Form. Motimatic and Client further agree that while students may complete one of the billable Actions listed in the fees section, some of those students may not reach Client’s “census” date. In all instances, our mutually agreed upon pricing per Action fully captures the value for Services rendered.

2. Client will keep accurate records and accounts of all Actions in order to calculate Fees. [Fifteen (15) days from the end of each calendar month, Client will provide to Company a monthly activity and fee report, which will contain, at a minimum, all information necessary to determine the volume of Actions and the Fees payable by Client hereunder.] Company or its agents may, with fifteen (15) days' notice, audit Client's records and inspect Client's facilities to verify Client's compliance with the provisions of this Agreement, including the calculation and payment of Fees. If an audit indicates an underpayment of five percent (5%) or more of any amounts due hereunder or other non-monetary noncompliance, Client will promptly reimburse Company for the reasonable cost of the audit. Such rights will remain in effect through a period ending one year from the termination of this Agreement.

Statement of Core Service. Motimatic provides marketing services to Client where such marketing involves dissemination of information to groups of individuals. Motimatic creates, customizes (in some cases), and distributes advertisement messages that take the form of online social media posts ("GuidePosts") in a particular "Vector" (a sequence of posts delivered through various online networks and having a specific content theme, addressing particular Client end-user ("Recipient") attributes or objectives). Motimatic distributes such advertisement messages to groups of at least one hundred (100) or more Recipients at one time. Motimatic does not communicate on an individual basis with any Recipient, collects no information for or on behalf of Client from Recipients, and has no role whatsoever with respect to any decision regarding a Recipient vis-à-vis the Client.

This "Order Form" is made effective as of the date of signature below, (the "Effective Date") between Motimatic, PBC ("Motimatic" or "Company"), and the Client listed above ("Client"). This Order Form incorporates and is governed by the Terms and Conditions on Motimatic's website located at <https://motimatic.com/terms-of-service> (together with this Order Form, the "Agreement"), which contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Capitalized terms not separately defined herein will have the meanings ascribed to them in the Terms and Conditions.

Motimatic, PBC	Butler Community College
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

TOPIC for Action
Renewal Evisions Software

REPORT:

Information Services is requesting renewal of the Evisions Software License agreement and software maintenance and support agreement. Butler currently utilizes a suite of three applications from Evisions; Argos, Intellectcheck, and Form Fusion. These applications are integral to Butler's business processes and reporting needs.

- Argos is an enterprise reporting platform. This is Butler's primary reporting application for generating reports from Banner data and it is used on a daily basis by all functional business groups. Argos replaced the use of Oracle Reports for primary reporting after the Oracle Forms & Reports product, which was required for older versions of Banner, reached end of life. Butler currently has approximately 350 reports available in Argos, with more being developed regularly.
- Intellectcheck is a utility for formatting checks which supplements the very limited capabilities available from the Banner Finance and Human Resource modules. It integrates to Banner and provides the capability of formatting check output to utilize any paper form we wish. It also provides automated notifications of direct deposit transactions. Intellectcheck is utilized by the Accounts Payable and Payroll departments.
- Form Fusion is a Banner-integrated utility which allows the customization of output from Banner processes, including adding additional information which is not included in the output Banner produces. At Butler, this is used to create custom designed Student Schedule/Bills and Purchase Orders.

Evisions Software License Agreement 5-year and 3-year term options

5-year option:		3-year option:	
2023-2024	\$53,511	2023-2024	\$55,651
2024-2025	\$55,116	2024-2025	\$57,877
2025-2026	\$56,770	2025-2026	\$60,193
2026-2027	\$58,473		
2027-2028	\$60,228		

RECOMMENDED ACTION:

Renewal of Evisions software with a 5-year contract commitment.

RECOMMENDED FUNDING SOURCE:

Information Services budget

Submitted by:	Bill Young, Vice President of Digital Transformation / CIO
Supervisor:	Dr. Kim Krull
Date:	April 24, 2023

Evisions, LLC
440 Exchange Suite #200
Irvine, CA 92602

11/14/2022

Butler Community College
901 South Haverhill Rd.
El Dorado, Kansas 67042-3280
United States

Dear Amy Kerschner,

The purpose of this letter agreement is to amend the terms of the current Software License Agreement and the Maintenance Agreement in place between Client and Evisions, LLC ("**Evisions**"). All capitalized terms not defined herein shall have the meanings set forth in the Maintenance Agreement. Reference is made to the below listed agreements that have been entered into by and between Client and Evisions:

1. Evisions Software License Agreement, dated 11/05/2010 ("**Software License Agreement**");
2. Evisions Software Maintenance and Support Agreement, dated 02/09/2010 the ("**Maintenance Agreement**"); and
3. Addendum to Evisions Software License Agreement and Software Maintenance and Support Agreement, dated 02/01/2020 (the "**Addendum**", and collectively with the Software License Agreement and the Maintenance Agreement, the "**Contract Documents**").

As you know, Client entered into the Software License Agreement and Maintenance Agreement with Evisions. These two agreements were later amended by the Addendum, which (1) extended the Term of the Maintenance Agreement for an additional three (3)-year period (the "**First Extension Term**") and (2) provided the Annual Subscription Fees for the First Extension Term. Pursuant to the Addendum, the First Extension Term will end on 06/30/2023.

In order to ensure continued use of the Covered Software and other support services in accordance with the terms and conditions of the Maintenance Agreement, Client and Evisions have now agreed that upon expiration of the First Extension Term, the Term will renew for an additional five (5) year period (the "**Second Extension Term**") that will end on 06/30/2028. Upon expiration of the Second Extension Term, the Term will automatically renew for successive terms of one (1)-year (each a "**Renewal Term**") unless Client notifies Evisions at least sixty (60) days prior to the expiration of the Second Extension Term or the then-current Renewal Term, as the case may be that the Term shall not be renewed. Notwithstanding anything to the contrary, in the Maintenance Agreement, there shall be no termination for convenience allowed for the Second Extension Term. Should Client elect to discontinue use of the licensed products prior to the end of the Second Extension Term, Client shall pay to Evisions the entire value of the remaining fees for the Second Extension Term, and all outstanding fees due under this letter agreement and the Contract Documents, within 45 days of the date of termination.

The annual fees for each one (1) year period of the Second Extension Term shall be as set forth in the Order Form that is attached as Exhibit A to this letter agreement. Upon expiration of the Second Extension Term, and for each Renewal Term thereafter, the annual subscription fees for the Covered Software will increase by four percent (4%) annually, unless otherwise agreed to in writing by the parties. For greater certainty, the fees for each Renewal Term after expiration of the Second Extension Term shall be equal to the fees for the immediately preceding year plus four percent (4%). Evisions shall invoice Client annually for payments due during the Term and for any subsequent extensions of this Agreement.

Except as set forth in this letter agreement, the Contract Documents shall continue in accordance with their terms.

Each person signing this letter agreement is signing in their capacity as a duly appointed representative of the Evisions or Client. This letter agreement is effective on the date first set forth above.

Sincerely,

Evisions LLC

By: _____
Name: Jennifer Fleissner
Title: CFO

Agreed and acknowledged by:
Butler Community College

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Order Form
Covered Software and Pricing for
Butler Community College

SUBSCRIPTION FEE*

Product	Subscription Period		Amount
Argos Enterprise for Subscription	7/1/2023	through 6/30/2024	\$ 30,830
	7/1/2024	through 6/30/2025	\$ 31,755
	7/1/2025	through 6/30/2026	\$ 32,708
	7/1/2026	through 6/30/2027	\$ 33,689
	7/1/2027	through 6/30/2028	\$ 34,700
FormFusion Enterprise for Subscription	7/1/2023	through 6/30/2024	\$ 16,022
	7/1/2024	through 6/30/2025	\$ 16,503
	7/1/2025	through 6/30/2026	\$ 16,998
	7/1/2026	through 6/30/2027	\$ 17,508
	7/1/2027	through 6/30/2028	\$ 18,033
IntelleCheck AP Enterprise for Subscription	7/1/2023	through 6/30/2024	\$ 4,781
	7/1/2024	through 6/30/2025	\$ 4,924
	7/1/2025	through 6/30/2026	\$ 5,072
	7/1/2026	through 6/30/2027	\$ 5,224
	7/1/2027	through 6/30/2028	\$ 5,381
IntelleCheck Payroll Enterprise for Subscription	7/1/2023	through 6/30/2024	\$ 1,878
	7/1/2024	through 6/30/2025	\$ 1,934
	7/1/2025	through 6/30/2026	\$ 1,992
	7/1/2026	through 6/30/2027	\$ 2,052
	7/1/2027	through 6/30/2028	\$ 2,114

SUBSCRIPTIONS INCLUDE:

Argos Annual Subscription - Includes: Argos Enterprise, Scheduling & Delivery, Free Form SQL, OLAP, API, Interactive Charts, DataBlock Connector, Cloud Connector, Salesforce Connector, Clustering (Up to 3 Nodes)

FormFusion Annual Subscription - Includes: FormFusion Enterprise, Email, Imaging, PL SQL Script Director and DocuSign Integration

IntelleCheck Accounts Payable Annual Subscription - Includes: IntelleCheck Accounts Payable Enterprise, Email, Direct Deposit and Positive Pay

IntelleCheck Payroll Annual Subscription - Includes: IntelleCheck Payroll Enterprise, Email, Direct Deposit and Positive Pay

*Fee for (5)-year renewal terms to be increased as set forth above.

RESOLUTIONS

TOPIC for ACTION
Change in Personnel for Several Banks

REPORT:

New resolutions for Emprise Bank, Andover State Bank, Central National Bank and Equity Bank need to be approved due to the change of the Director of Accounting and of the Staff Accountant positions.

RECOMMENDED ACTION:

The Board of Trustees pass the following resolutions due to the change in the Director of Accounting and the Staff Accountant position.

RECOMMENDED FUNDING SOURCE:

N/A

Submitted by:	Kerry Potter, Director of Accounting
Supervisor:	Kent Williams, Vice President of Finance
Date:	April 26, 2023

**RESOLUTION
GOVERNMENTAL ENTITY**

Emprise Bank
200 N Main St
El Dorado, Kansas 67042
(316)383-4301

GOVERNMENTAL ENTITY NAME AND ADDRESS

Butler County Comm College
901 S Haverhill Rd
El Dorado, KS 67042

This Resolution supersedes all previous Resolutions, effective October 7, 2022.

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
October 7, 2022	DD 6386482	XX-XXX0383

By signing below, I certify to Emprise Bank ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on October 7, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.



SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.


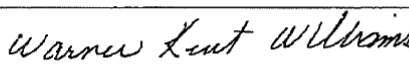
PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

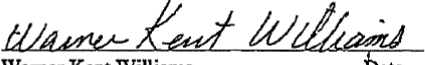
NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.

DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
Kerry A Potter Director of Accounting		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Warner Kent Williams Vice President of finance		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

 10-6-22
Warner Kent Williams Date
Certifier



Resolution of Lodge, Association or Other Similar Organization

ANDOVER STATE BANK
511 N. Andover Rd.
Andover, KS 67002

BUTLER COMMUNITY COLLEGE
By: BUTLER WESTERN CENTER
901 S HAVERHILL RD
EL DORADO KS 67042-3225

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, KENT WILLIAMS, certify that I am Secretary (clerk) of the above named association organized under the laws of Kansas, Federal Employer I.D. Number 48-0690383, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 03/28/2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	X	Signature	X	Facsimile Signature (if used)
A. <u>KENT WILLIAMS</u> VP OF FINANCE	X	<u>Kent Williams</u>	X	
B. <u>KERRY A POTTER</u> DIRECTOR OF ACCOUNTING	X	<u>Kerry A Potter</u>	X	
C. _____	X	_____	X	
D. _____	X	_____	X	
E. _____	X	_____	X	
F. _____	X	_____	X	



Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A _____	(1) Exercise all of the powers listed in this resolution.	1 _____
_____	(2) Open any deposit or share account(s) in the name of the Association.	1 _____
B _____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

Limitations on Powers. The following are the Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.



- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated 3/28/23. If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Association is a non-profit lodge, association or similar organization.

Kent Williams V.P. FINANCE
 (Secretary) (Attest by Other Officer)
 KENT WILLIAMS

 (Attest by Other Officer)

For Financial Institution Use Only	
Acknowledged and received on <u>4/10/23</u>	(date) by <u>EJS</u> (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____	<u>840EJS</u>
Comments:	



RESOLUTION
GOVERNMENTAL ENTITY



GOVERNMENTAL ENTITY NAME AND ADDRESS

BUTLER COUNTY COMMUNITY COLLEGE
901 S HAVERHILL RD
EL DORADO, KS 67042-3225

This Resolution supersedes all previous Resolutions, effective January 23, 2023.

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
January 23, 2023	Checking #610191809	48-0690383

By signing below, I certify to Central National Bank ("Financial Institution") that: I am the STAFF ACCOUNTANT of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on _____ in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 1
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 1
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 1
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 1
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 1
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 1
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 1

SAFE DEPOSIT BOX. Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from the Box(es), and exercise all rights and be subject to all responsibilities under the Lease.



DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
WARNER KENT WILLIAMS PRES	X <i>Kent Williams</i>	Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority; ALL
JESSICA LENZ STAFF ACCOUNTANT	X <i>Jessica Lenz</i>	Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority; ALL
KERRY POTTER DIRECTOR OF FINANCE	X <i>Kerry Potter</i>	Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority; ALL

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

Jessica Lenz 4/20/2023
JESSICA LENZ Date
STAFF ACCOUNTANT



Corporate Authorization Resolution

EQUITY BANK

By: BUTLER COUNTY COMM COLLEGE

107 N Rose Hill Rd
Rose Hill, KS 67133

901 S HAVERHILL RD
EL DORADO, KS 67042-3225

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, **KERRY A POTTER**, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Kansas, Federal Employer I.D. Number 48-0690383, engaged in business under the trade name of BUTLER COUNTY COMM COLLEGE, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 04/18/2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
KENT WILLIAMS Auth Signer		
A. _____	X <u>Kent Williams</u>	X _____
KERRY A POTTER Auth Signer		
B. _____	X <u>Kerry A Potter</u>	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A B	(1) Exercise all of the powers listed in this resolution.	1
A B	(2) Open any deposit or share account(s) in the name of the Corporation.	1
A B	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	1
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	1
A B	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	1
A B	(7) Other: Enter into a Master Agreement for Treasury Services	1

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.


Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

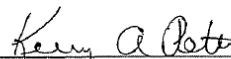
I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____
(date).



Secretary



Attest by One Other Officer

For Financial Institution Use Only

Acknowledged and received on _____ (date) by _____ (initials)

☐ This resolution is superseded by resolution dated _____.

Comments:

PERSONNEL

TOPIC for ACTION
Resignation of John Hendley

REPORT:

John Hendley, Mathematics Instructor, has submitted his notice of resignation from his full-time position effective July 31, 2023. John has been an employee of Butler Community College for 2 years.

RECOMMENDED ACTION:

The administration recommends that the Board accept the resignation notice for John Hendley from his full-time position.

RECOMMENDED FUNDING SOURCE:

NA

Submitted by:	Shelley Stultz, AVP of Human Resources
Supervisor:	Dr. Kim Krull, President
Date:	April 21, 2023

March 4, 2023

Shannon,

Please accept this letter as a formal resignation from my position of Mathematics Instructor at Butler Community College as of July 31, 2023. After finishing out this semester, I am scheduled to and planning to teach MA 152 this summer. At the conclusion of the summer, I would like to stay on as an adjunct if possible.

I enjoyed my time at Butler and learned a great deal from my experiences. I have been so impressed with the great faculty and staff at the college and hope that we can stay in touch.

Sincerely,

A handwritten signature in black ink, appearing to read "John Hendley", with a stylized flourish at the end.

John Hendley

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.	61% (Fall 2021 Cohort)	02/2023	60 % (Fall 2020), 60 % (Fall 2019), 60 % (Fall 2018)	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	31 % Graduation Rate/22 % Transfer Rate (Fall 2019 Cohort)	02/2023	31 % Graduation Rate/24 % Transfer Rate (Fall 2018 Cohort); 28 % Graduation Rate/26 % Transfer Rate (Fall 2017 Cohort); 26 % Graduation/30 % Transfer (Fall 2016 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	3.26 & 50.2 hours (Fall 2021 cohort)	12/2022	3.27 & 50.1 hours (Fall 2020); 3.24 & 50.2 hours (Fall 2019); 3.22 & 49.9 hours (Fall 2018)	Kansas Board of Regents KHESTATs Transfer Tab
CTE Placement	Self-reported job placement of technical program concentrators & completers	84.0% (AY 2022)	03/2023	68.3% (2021) 76% (2020), 76.3 % (2019)	Kansas Board of Regents AY Follow Up Collection
Completions	Number of associate degrees and certificates granted by the institution	1371 (AY 2022)	09/2022	1416 (AY 2021), 1446 (AY 2020), 1513 (AY 2019)	Kansas Board of Regents AY Completions File

MONTHLY STATEMENT OF REVENUE & EXPENDITURES

Butler Community College Statement of Revenue, Expenditures, Other Changes As of 4/30/2023

FISCAL YEAR 23, PERIOD 10
OPERATING FUNDS

	2023				2022			
	Budget	Actual	Variance (Over)Under	Percent of Budget	Budget	Actual	Variance (Over)Under	Percent of Budget
REVENUES:								
Tuition/Fees	17,964,924	17,649,154	315,770	98.24%	18,148,819	18,043,217	105,602	99.42%
Local Sources	14,250,037	9,084,547	5,165,490	63.75%	14,383,479	9,041,515	5,341,964	62.86%
State Sources	19,251,731	19,251,731	0	100.00%	16,249,136	16,249,136	0	100.00%
Auxiliary Sources	17,781	19,600	(1,819)	110.23%	17,724	17,781	(57)	100.32%
Other Sources	990,405	685,861	304,544	69.25%	579,263	348,390	230,873	60.14%
Transfers	82,134	82,134	0	100.00%	82,134	82,134	0	100.00%
TOTAL REVENUES:	52,557,012	46,773,028	5,783,984	88.99%	49,460,555	43,782,173	5,678,382	88.52%
EXPENSES:								
Instruction	15,984,338	11,737,281	4,247,057	73.43%	16,371,382	11,499,948	4,871,434	70.24%
Other Expenditures	0	0	0	0.00%	0	0	0	0.00%
Public Service	0	0	0	0.00%	0	0	0	0.00%
Academic Support	3,712,627	2,613,703	1,098,924	70.40%	3,571,458	2,460,689	1,110,769	68.90%
Student Services	6,957,644	5,224,217	1,733,427	75.09%	6,588,500	4,758,707	1,829,793	72.23%
Institutional Support	19,158,396	15,011,889	4,146,506	78.36%	18,374,866	13,412,497	4,962,369	72.99%
Physical Plant Operations	3,262,763	2,722,770	539,993	83.45%	3,210,976	2,380,227	830,749	74.13%
Student Financial	3,325,521	3,243,999	81,522	97.55%	3,402,269	3,349,333	52,936	98.44%
Auxiliary Enterprise	0	(682)	682	0.00%	0	600	(600)	0.00%
TOTAL EXPENSES:	52,401,288	40,553,177	11,848,111	77.39%	51,519,450	37,862,001	13,657,449	73.49%
TRANSFERS AMONG FUNDS:								
Mandatory Transfers	1,374,108	728,053	646,055	52.98%	1,163,558	515,552	648,006	44.31%
Non-Mandatory Transfers	612,273	612,273	0	100.00%	612,273	3,612,273	(3,000,000)	589.98%
TOTAL TRANSFERS:	1,986,381	1,340,326	646,055	67.48%	1,775,831	4,127,825	(2,351,994)	232.44%
NET INCREASE/DECREASE IN NET ASSETS	(1,830,657)	4,879,525			(3,834,726)	1,792,347		
Fund Balances, Beginning of year	9,875,329	9,875,329			12,547,809	12,547,809		
Fund Balances, End of Period	8,044,671	14,754,854			8,713,083	14,340,156		

Statement of Revenue, Expenditures, and Other Changes

REVENUES:

Tuition/Fees

In-County, In-State, Out-State, International Tuition, Tuition Waivers, Technology Access Fee, Nursing Fees, Auto Tech Uniform Fees, International Student Processing 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 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 (not applicable to Operating Funds)

Other Expenditures

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 Sources

Student Life Fund Expenses (not applicable to Operating Funds)

Transfers

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

THANK YOU NOTES

Dr. Krull -

Thank you so much for the beautiful purple and gold cut flowers, and for the library book purchased in memory of Shannon's Dad.

This is a touching and meaningful tribute and is greatly appreciated by his loved ones.

With Gratitude,
The John Snedden
Family

To the Butler Community College Family:

Thank you all for the support during the death of my mother! Our entire family felt that support with the flowers and attendance at her service. The book placed in the library entitled "How to Treat People: A Nurse's Notes" couldn't have been a better selection. Mom was a nurse for others until the very end of her life! We cannot thank you enough!

THE FAMILY of
RITA RINKENBAUGH

**BOARD OF TRUSTEES CALENDAR OF ACTIVITIES
MAY 2023**

May Board Finance Committee	Tuesday, May 9, 2023 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
May Board Meeting	Tuesday, May 9, 2023 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
May Work Session	Tuesday, May 22, 2023 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
June Board Finance Committee	Tuesday, June 13, 2023 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
June Board Meeting	Tuesday, June 13, 2023 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
June Work Session	Tuesday, June 26, 2023 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

2022-2023 Board Meeting Dates

Tuesday, July 12, 2022
 Tuesday, August 9, 2022
 Tuesday, September 13, 2022
 Tuesday, October 11, 2022
 Tuesday, November 8, 2022
 Tuesday, December 13, 2022
 Tuesday, January 10, 2023
 Tuesday, February 14, 2023
 Tuesday, March 14, 2023
 Tuesday, April 11, 2023
 Tuesday, May 9, 2023
 Tuesday, June 13, 2023
 Tuesday, July 11, 2023

LOOKING AHEAD		
July Board Finance Committee	Tuesday, July 11, 2023; 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
July Board Meeting	Tuesday, July 11, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
July Work Session	Monday, July 24, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
August Board Finance Committee	Tuesday, August 8, 2023; 3:30pm President's Conference Room	Linda Jolly Mary Martha Good
August Board Meeting	Tuesday, August 8, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES
August Work Session	Monday, August 28, 2023; 4:30pm Dankert Trustee Board Room	ALL TRUSTEES

Spring 2023 ACTIVITY CALENDAR

Men's & Women's Track & Field Region VI Outdoor Championships	Thursday, May 4 – Saturday, May 6	All Day
Vocal Music Concert: Seasons of Love	Thursday, May 4	7:30pm
Vocal Music Concert: Seasons of Love	Friday, May 5	7:30pm
Vocal Music Concert: Seasons of Love	Saturday, May 6	2:00pm 7:30pm
Softball Region VI First Round @ Dodge City	Friday, May 5 – Saturday, May 6	TBA
Baseball vs. Pratt	Saturday, May 6	1:00pm 3:00pm
Early College Academy Graduation Celebration	Saturday, May 6	10:00am
Spring 2023 Nurse's Pinning	Thursday, May 11	7:00pm
Baseball Region VI First Round Higher Seeds host	Thursday, May 11 – Saturday, May 13	TBA
Honors & Awards Ceremony	Friday, May 12	1:30pm
Commencement 2023	Friday, May 12	7:00pm
Summer Session Begins	Monday, May 15	All Day
Men's & Women's Outdoor Track & Field National	Thursday, May 18 – Sunday, May 21	
Memorial Day Holiday – Campus/Offices Closed	Monday, May 29	All Day

EXECUTIVE SESSION

MOTION: Trustee _____

Mr. Chair,

I move that the Board recess into Executive Session to discuss negotiations, pursuant to the open meetings exceptions for matters relating to employer-employee negotiations and that the members of the Board, President Kim Krull, Bill Rinkenbaugh, Dr. Phil Speary, Shelley Stultz, Dr. Tom Nevill, and Kent Williams be included.

The open meeting will resume here in the Dankert Trustee Board Room within 60 minutes. Appropriate action may follow the Executive Session prior to adjournment of the Regular Board Meeting.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

ENTER EXECUTIVE SESSION @ _____ PM

RETURN TO OPEN SESSION @ _____ PM

ANY ACTION REQUIRES A MOTION, SECOND and VOTE

ADJOURNMENT

MOTION: Trustee _____

Mr. Chair,

I move that the Board meeting be adjourned.

CALL FOR A SECOND: Trustee _____

CALL FOR A VOTE

MEETING ADJOURNED @ _____ **PM**