

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
February 10, 2020
Regular Meeting No. 638

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Lake Land College
Board of Trustees
District No. 517

Engaging minds, changing lives, through the power of learning.



Regular Meeting No. 638
Monday, February 10, 2020, 6:00 p.m.
Board & Administration Center, Room 011, Mattoon
Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Item.

(Any one member may remove an item from the consent item list simply by requesting the Chair to do so. Items removed will be discussed and voted immediately following passage of the consent item.)

1. Approval of Minutes of January 13, 2020, Regular Meeting.
2. Approval of Minutes of January 13, 2020, Closed Session.
3. Approval of Agenda of February 10, 2020, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement. For summary and details of bills refer to:
http://www.lakeland.cc.il.us/col/board_minutes/download.cfm
5. Destruction of Tape Recording of August 9, 2018, Resource and Development Committee Closed Session.

II. Hearing of Citizens, Faculty and Staff.

III. Committee Reports.

A. ICCTA/Legislative	Mr. Mike Sullivan Mr. Kevin Curtis
B. Resource & Development	Mr. Mike Sullivan
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Gary Cadwell
E. Foundation	Ms. Doris Reynolds
F. Student Report	Ms. Shelbie Kile
G. President's Report	Dr. Josh Bullock

IV. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Faculty Focus on Advancing Student Success.	
2. Spring 2020 Tenth Day Enrollment Summary.	
3. Fall 2019 End of Term Enrollment Summary.	
4. Data Point Discussion – Part-Time Students.	
5. Proposed Revisions to Board Policies 09.14 – <i>College Keys</i> and 11.27 – <i>Photo ID System, College Photo ID Cards and Portraits for Employee Directory.</i>	20-25
6. Proposed Revisions to Board Policy 05.04.04- <i>Work Week.</i>	26-29
7. Proposed Adoption of Board Policy 10.39 – <i>Employee Reimbursement for Non-Travel Expenses.</i>	30-33
8. Calendar of Events.	34-35
9. Correspondence.	36-37

B. Action Items.

	Board Book Page Number(s)
1. Approval of Planned Retirement Requests.	38
2. Approval of Proposed Revisions to Board Policy 05.20 – <i>Holidays and Summer Work Week.</i>	39-42

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| 3. | Approval of Proposed Revisions to Board Policies 11.04. – <i>Harassment</i> and 11.04.01 – <i>Sexual Harassment and Sex Discrimination</i> . | 43-58 |
| 4. | Acceptance of Reporting of December 2019 Financial Statements. | 59-70 |
| 5. | Approval of Recipients for the Following Awards: <ul style="list-style-type: none"> • Distinguished Service Award; • Alumnus Achievement Award; • Retiree Wall of Fame Inductees; • Pacesetter Award. | |
| 6. | Acceptance of ICCB Transitional Instruction Math and English Pilot Grant Award. | 71-103 |
| 7. | Approval of Contract Renewal for Audit Services. | 104-113 |
| 8. | Approval of Government Telecommunications Consortium Contract. | 114-127 |
| 9. | Approval of Amended Constitution for Laker Christian Fellowship Student Club. | 128-132 |
| 10. | Approval of Termination of Sub-Lease Agreement with CEFS. | 133-135 |
| 11. | Approval of Resolution No. 0220-014:
Resolution providing for the issue of not to exceed \$12,500,000 General Obligation Community College Bonds, Series 2020, for the purpose of paying claims against the Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. | 136-169 |
| 12. | Approval of Bid for Forklifts for Warehousing Educational Program at Southwestern Correctional Center. | 170-171 |
| 13. | Approval of Human Resources Report. | 172-175 |

V. Other Business. (Non-action)

VI. Adjournment.

**Lake Land College
Board of Trustees
District No. 517**



Regular Board Meeting No. 637
Board and Administration Center, Room 011, Mattoon, IL
January 13, 2020

Minutes

Call to Order.

Chair Reynolds called the January 13, 2020, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Secretary; Ms. Doris Reynolds, Chair; Mr. Dave Storm; Mr. Mike Sullivan, Vice-Chair; Ms. Denise Walk, Mr. Tom Wright and Ms. Shelbie Kile, Student Trustee.

Trustees Absent: Mr. Kevin Curtis.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Beth Gerl, Vice President for Student Services; Ms. Jean Anne Grunloh, Senior Executive to the President; Dr. Jim Hull, Vice President for Workforce Solutions and Community Education; and members of the staff, community and media.

Approval of Consent Items.

Trustee Sullivan moved and Trustee Storm seconded to approve the following consent items:

1. Approval of Minutes of December 9, 2019, Regular Meeting.
2. Approval of Minutes of December 9, 2019, Closed Session.
3. Approval of Agenda of January 13, 2020, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	1,581,602.67
Building Fund	\$	236,881.48
Site & Construction Fund	\$	779,344.21
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	49,570.49
Restricted Purposes Fund	\$	295,854.23
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	43,689.08
Student Accts Receivables	\$	27,449.71
Total	\$	3,014,391.87

For a summary of trustee travel reimbursement and details of bills refer to:
http://www.lakeland.cc.il.us/col/board_minutes/download.cfm

5. Destruction of Tape Recording of July 16, 2018, Closed Session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote:
 Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Public Hearing concerning the Intent of the Board of Trustees to Sell \$12,500,000 Funding Bonds for the Purpose of Paying Claims against the District.

6:01 p.m. - Chair Reynolds announced that a hearing was being held to receive comments on the proposal to sell bonds of the District in the amount of \$12,500,000 for the purpose of funding and paying claims against the District.

Chair Reynolds asked members of the Board for any further comments about the bond sale. There were no additional comments by Trustees.

Chair Reynolds asked the public for any written or oral testimony about the bond sale. There were none.

6:03 p.m. - Trustee Storm motioned and Trustee Cadwell seconded to adjourn the public hearing concerning the intent of the Board of Trustees to sell \$12,500,000 funding bonds for the purpose of paying claims against the District and resume to the regular Board meeting.

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There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote:
Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Sullivan said the legislature is not currently in session and he had no report at this time.

Resource & Development.

Trustee Sullivan, Committee Chair, said the Committee met recently for discussion of an item that will appear later in the agenda.

Finance.

Trustee Storm, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Buildings & Site.

Trustee Cadwell, Committee Chair, said the Committee met recently to review a naming request.

Foundation.

Chair Reynolds highlighted the recent demolition of the building on campus where the Bookstore used to be located. She also highlighted plans underway for the construction of the new Foundation and Alumni Center facility that will be located where the Bookstore facility used to be.

Student Report.

Student Trustee Kile highlighted the positive comments she is hearing from numerous students regarding the newly renovated and expanded Luther Student Center. She also complimented the new process for students to pick up their textbooks.

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President's Report.

Dr. Bullock said:

- For Fiscal Year 2020, a total of \$580,583 has been received for services provided through July for the Illinois Department of Corrections contract. A total of \$2,149,041 for services billed through November remains outstanding.
- For Fiscal Year 2020, a total of \$46,838 has been received for services provided through July from the Illinois Department of Juvenile Justice contract. A total of \$136,684 for services billed through November remains outstanding.
- The State of Illinois issued payments of \$324,963 for FY 2020 credit hour reimbursement, and \$477,074 for FY 2020 equalization since our December meeting. A total of \$3,144,050 in credit hour reimbursement and \$2,862,442 in equalization remains outstanding.

Business Items.

Non-action Items.

Quarterly Investment Report.

Representatives from Wells Fargo Advisors presented the College's Quarterly Investment Report for the period ending December 31, 2019.

Data Point Discussion – College Level Key Performance Indicators and the Strategic Plan Bi-Annual Report.

Ms. Jean Anne Grunloh, Senior Executive to the President, presented an overview of the December 2019 Strategic Plan Bi-Annual Report.

Proposed Revisions to Board Policy 05.20 – Holidays and Summer Work Week.

Dr. Bullock highlighted proposed revisions to the above-referenced Policy. Trustees reviewed details of the proposed changes. Dr. Bullock said proposed revisions were presented as first reading and will be brought to the Board for action during the February 2020 regular Board meeting.

Proposed Revisions to Board Policies 11.04 – Harassment and 11.04.01 – Sexual Harassment and Sex Discrimination.

Ms. Grunloh highlighted proposed revisions to the above-referenced Policies. Trustees reviewed details of the proposed changes. Ms. Grunloh said proposed revisions were presented as first reading and will be brought to the Board for action during the February 2020 regular Board meeting.

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Calendar of Events.

Trustees received a calendar of upcoming events.

Correspondence.

There were no items of correspondence.

Action Items.

Approval of Proposed Revisions to Board Policy 05.36 – *Abused and Neglected Child Reporting Policy.*

Trustees reviewed a memorandum from Ms. Grunloh regarding proposed revisions to the above-referenced policy.

Dr. Bullock said proposed revisions were submitted as first reading in December and since that time the administration has received no additional requests for changes.

Trustee Sullivan moved and Trustee Walk seconded to approve as presented proposed revisions to Board Policy 05.36 – *Abused and Neglected Child Reporting Policy.*

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Approval of Proposed Revisions to Board Policy 05.04.11 – *Parental Leave.*

Trustees reviewed a memorandum from Ms. Grunloh regarding proposed revisions to the above-referenced policy.

Dr. Bullock said proposed revisions were submitted as first reading in December and since that time the administration has received no additional requests for changes.

Trustee Storm moved and Trustee Wright seconded to approve as presented proposed revisions to Board Policy 05.04.11 – *Parental Leave.*

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Approval of Proposed Revisions to Board Policy 05.04.13 – Military Leave.

Trustees reviewed a memorandum from Ms. Grunloh regarding proposed revisions to the above-referenced policy.

Dr. Bullock said proposed revisions were submitted as first reading in December and since that time the administration has received no additional requests for changes.

Trustee Walk moved and Trustee Sullivan seconded to approve as presented proposed revisions to Board Policy 05.04.13 – Military Leave.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Acceptance of Reporting of November 2019 Financial Statements.

Dr. Bullock requested the Board approve the November 2019 Financial Statements. Trustees reviewed the statements and a memorandum from Ms. Madge Shoot, Comptroller, which included a narrative update for the statements and variances.

Trustee Storm moved and Trustee Sullivan seconded to approve as presented the November 2019 Financial Statements.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Approval of Recipient of Clem G. Phipps Exemplary Trustee Award.

Trustees heard a recommendation from Ms. Grunloh for the Board to approve the naming of Dr. Leland McNeill as a recipient of the Clem G. Phipps Exemplary Trustee Award. Ms. Grunloh said the recommendation was being submitted on behalf of the award selection committee comprised of Trustee Reynolds, Trustee Sullivan, Dr. Bullock and herself. Ms. Grunloh highlighted the basis for the selection committee's recommendation and requested all publicity be withheld until a formal presentation may be made at a future Board meeting when Dr. McNeill will be able to attend to accept this award.

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Trustee Sullivan moved and Trustee Reynolds seconded to approve the naming of Dr. Leland McNeill as a recipient of the Clem G. Phipps Exemplary Trustee Award.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Approval of Faculty Seniority Listing.

Mr. Jon Althaus, Vice President for Academic Services, presented on the proposed Faculty Seniority Listing effective January 13, 2020. He said that Chapter 22 of the Illinois Revised Statutes, paragraph 103B-5, requires each community college district to establish a faculty seniority list no later than February 1 of each year and that this list must then be distributed to appropriate employee representatives. Trustees reviewed details of the proposed Faculty Seniority Listing.

Trustee Walk moved and Trustee Cadwell seconded to approve as presented the Faculty Seniority Listing effective January 13, 2020.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Approval of 2020 Schedule of Board of Trustees Meetings.

Trustees reviewed the proposed schedule of regular Board meetings to be held in 2020. Dr. Bullock said Board meetings have traditionally been held on the second Monday of each month.

Trustee Wright moved and Trustee Walk seconded to approve as presented the 2020 Schedule of Board of Trustees Meetings.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Acceptance of John Ullrich Grant Award.

Trustees heard a recommendation from Dr. Bullock to accept a grant award from the John Ullrich Foundation. Trustees reviewed details of a memorandum from Ms. Emily Ramage, Director of Grants and Academic Operations, regarding the College being awarded these grant funds from the John Ullrich Foundation. Dr. Bullock said dollar amounts have been removed to comply with the Foundation's confidentiality guidelines and that the authority to issue a press release on this award rests solely with the John Ullrich Foundation. Trustees learned the grant funds will be used to provide individual scholarships to support students majoring in agriculture who are from Coles, Douglas, Macon, Piatt, and Moultrie counties. Grant funds will also be used to support a variety of instructional supplies and materials for the Agriculture Division including a greenhouse growing system, interactive displays for certain training equipment, and a scissor lift. Chair Reynolds said this is the 14th year that the John Ullrich Foundation has provided support to the College's Agriculture Division.

Trustee Cadwell moved and Trustee Sullivan seconded to accept as presented the John Ullrich Foundation grant award.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Acceptance of 2019 USDA Distance Learning and Telemedicine Grant Award.

Trustees heard a recommendation from Dr. Bullock to accept grant funds from the USDA for a Distance Learning and Telemedicine Grant Award in the amount of \$224,243. Trustees learned:

- Grant funds will be used to enable the College to implement the Rural Education Delivery System (REDS) project that connects the College to five high school sites via high definition video and audio conferencing capabilities, as well as establishes connections between the high school sites themselves.
- The grant funding will be used to purchase the distance learning technology equipment and associated training for the project.
- The five high schools involved in the project include: Cowden-Herrick High School, Oakland High School, Ramsey High School, St. Elmo Jr./Sr. High School, and Windsor Jr./Sr. High School. These rural schools were chosen because data indicates the more rural school districts are less likely to have the resources or qualified teachers available to offer dual credit instruction in general education core curriculum courses

Trustee Storm moved and Trustee Walk seconded to accept as presented the USDA Distance Learning and Telemedicine Grant Award in the amount of \$224,243 to implement the Rural Education Delivery System (REDS) project.

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There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote:
 Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Approval of Bid for CTS Performance Contract for Workforce and Community Education Building Project.

Dr. Bullock said the Board previously approved a performance contract agreement with the CTS Group of St. Louis, Missouri, for the design development and construction management for the Workforce and Community Education Building project. He then requested that the Board approve an additional performance contract with CTS Group in the amount of \$1,944,631 for work that includes the mechanical, electrical, plumbing, windows and storefront, program management and construction management services for trades direct to the College and specific to the Workforce and Community Education Building project. Dr. Bullock also said that CTS conducted its own competitive bid process and selected the lowest responsible bidder for each component. Trustees reviewed details of the proposed additional performance contract.

Trustee Wright moved and Trustee Sullivan seconded to approve as presented the performance contract with CTS Group of St. Louis, Missouri, in the amount of \$1,944,631 for work associated with the Workforce and Community Education Building project that includes the mechanical, electrical, plumbing, windows and storefront, program management and construction management services for trades direct to the College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote:
 Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Acceptance of Bids for Nine Components of the Workforce and Community Education Building Project.

- a. Concrete
- b. Epoxy
- c. General Trades
- d. Painting
- e. Flooring
- f. Pre-Engineered Metal Building
- g. Casework
- h. Doors, Frames and Hardware
- i. Controls

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Trustees reviewed nine memorandums from Ms. Shoot regarding the recommendation to award bids to the lowest responsible bidder for each of nine components referenced above for the Workforce and Community Education Building Project. Trustees also reviewed the nine related bid tabulation sheets for each of these components. Dr. Bullock requested the Board approve the bids as presented and he noted that multiple bids were received for the majority of the components.

Trustee Storm moved and Trustee Cadwell seconded to award as presented the bids for the nine components of the Workforce and Community Education Building Project to the lowest responsible bidder for each component as follows:

- a. Integrity Concrete & Excavation, LLC of Paxton, IL, in the total amount of \$264,935 for the concrete component;
- b. Carpet Weaver's Commercial of Champaign, IL, in the total amount of \$10,746 for the epoxy component;
- c. Grunloh Building, Inc. of Effingham, IL, in the total amount of \$424,284 for the general trades component;
- d. RP Coatings, Inc. of Troy, IL, in the total amount of \$109,080 for the painting component;
- e. TSI Commercial Floor Covering, Inc. of Champaign, IL, in the total amount of \$21,195 for the flooring component;
- f. Grunloh Building, Inc. of Effingham, IL, in the total amount of \$426,793 for the pre-engineered metal building component;
- g. Grunloh Building, Inc. of Effingham, IL, in the total amount of \$30,140 for the casework component;
- h. K. Wohltman Construction, Inc. of Effingham, IL, in the total amount of \$48,186 for the doors, frames, and hardware component;
- i. Dynamic Controls Inc. of East Peoria, IL, in the total amount of \$169,912 for the controls component.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote: Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Closed Session.

6:50 p.m. – Trustee Cadwell moved and Trustee Walk seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) to consider the appointment, employment, compensation, performance, discipline or dismissal of specific employees.

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There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote:
 Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Return to Open Session – Roll Call.

7:23 p.m.

Trustees Physically Present: Mr. Gary Cadwell, Secretary; Ms. Doris Reynolds, Chair; Mr. Dave Storm; Mr. Mike Sullivan, Vice-Chair; Ms. Denise Walk; Mr. Tom Wright and Ms. Shelbie Kile, Student Trustee.

Trustees Absent: Mr. Kevin Curtis.

Appointment of Vice President for Business Services as Discussed in Closed Session.

Trustee Storm moved and Trustee Wright seconded to appoint Mr. Greg Nuxoll of Effingham, IL, to the position of Vice President for Business Services effective February 10, 2020. This action followed discussion on the topic held in closed session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote:
 Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Approval of Human Resources Report as Discussed in Closed Session.

Trustees reviewed the Human Resources Report.

Trustee Sullivan motioned and Trustee Storm seconded to approve as presented the following Human Resources Report. Chair Reynolds said this action followed discussion on the topic in closed session related only to the termination of employment for Mr. Tim Goines, a Manufacturing Skills Instructor at the Murphysboro Correctional Center, effective January 13, 2020.

The following employees are recommended for FMLA leave. (Board policy 05.14.12)

Brandt, Hayley	FMLA	01/26/2020-04/19/2020
Copher, Julie	FMLA	11/13/2019-12/31/2019
Laughunn, Seirra	FMLA	12/17/2019-01/06/2020
Roberts, Wrobria	FMLA	12/17/2019-01/06/2020

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Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Arena, Amanda	Adjunct Faculty Business Division Primary Position is Coordinator of Bookstore Operations	08/24/2020
Becker, Traci	Adjunct Faculty Humanities Division Primary Position is Dual Credit Instructor	01/13/2020
Duduit, Lucas	Tutor-Disability Services - Student Primary Position is Tutor - Student Lrng Asst	10/20/2019
Duduit, Lucas	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	10/20/2019
Duduit, Lucas	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	10/20/2019
Murphy, John	Print Shop Student Assistant Primary Position is Asst Baseball Coach	11/19/2019
Probst, Christina	CNA Evaluator Primary Position is Allied Health BNA Cln Instr	12/05/2019

Part-time - Grant Funded

Binnion, Hannah	TRIO DC Student Specialist Primary Position is CWS-Student Life	01/13/2020
Duduit, Lucas	Tutor-Student Carl Perkins Primary Position is Tutor - Student Lrng Asst Ctr	10/20/2019
Kingery, Rachael	Adult Education Instructor Primary Position is Alternative Education Instr	12/02/2019

College Work Study

Caskey, Winnie	College Work Study - Business Primary Position is Newspaper Ed Student News	01/13/2020
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End Additional Appointment

The following employee is ending their additional appointment

Kingery, Daniel	Bookstore Rushworker	08/25/2019
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New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Unpaid Volunteer		
Brown, Angela	Dual Credit Instructor	12/13/2019
Full-time - Grant Funded		
Hampton, Tanya	Corr Cosmetology Instructor-Dixon CC	01/06/2020

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McKenzie, Vickie	Corr Office Assistant-Shawnee CC	01/06/2020
Watson, Brian	Associate Dean-Vienna CC	01/06/2020

Part-time

Branch, William	IDOC CPR Instructor	01/02/2020
Caldwell, Nicholas	Dual Credit Coordinator	12/02/2019
Helton, Danelle	Adm and Records Data Entry Asst	12/10/2019
McKirahan Jr, James	Adjunct Faculty Technology	01/13/2019
Reynolds, Makenzie	Internship & Employment Coordinator	01/06/2020
Satterfield, Toni	Adjunct Faculty Humanities	01/13/2020
Woods, Angela	Adjunct Faculty Math and Science	01/13/2020

Part-time - Grant Funded

McCarter, David	Adjunct DOC College Funded Instructor	01/13/2020
Nesbitt, Tara	Adjunct DOC College Funded Instructor	01/13/2020
White-Landrus, Mariah	Adult Education Transition Specialist	01/03/2020

College Work Studys

Houser, Kyle	College Work Study - Print shop	11/19/2019
Miller, Megan	College Work Study - Early Childhood Ed	10/01/2019
Mriscin, Michael	College Work Study Radio TV	01/13/2020
Persinger, Hailey	College Work Study - Bookstore	01/02/2020

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Goines, Tim	Corr Manufacturing Skills Instructor Murphysboro CC	01/13/2020
Joines, Jacqueline	Exec Director for College Advnmt-Retiree	12/31/2019
Part-time		
Boyer, Natalie	Adj Faculty Humanities	12/15/2019
Fitzgerald, Andrew	Adj Faculty Technology	12/15/2019
Fouty, Kimberley	Adj Faculty Social Science	12/15/2019
Kruse, Bonnie	Adj Faculty Social Science	12/15/2019
Minor, Melissa	Tutor - Student Lrng Asst Ctr	12/15/2019
Noble, Liberti	Bookstore Rush Worker	03/10/2019
Rosenbaum, David	Bookstore Rush Worker	01/13/2019
Rothrock, Brett	Bookstore Rush Worker	01/13/2019
Sotomayor, Edgardo	Bookstore Rush Worker	04/07/2019
Titus, Timothy	Bookstore Rush Worker	05/19/2019
Whitley, Zachary	Adj Faculty Technology	12/15/2019
Zulueta, Fallon	Tutor - Student Lrng Asst Ctr	12/15/2019

Change in Classification Level

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The following positions have been recommended for pay grade level change:

Full-time	Position	Effective Date
Onigkeit, Justin	Transportation Training Coordinator Supervisory Classification Level 13 Transferring From: Transportation Training Coordinator Support Classification Level 12	01/01/2020
Turner, Art	Custodial Services Supervisor-Level 13 Transferring From: Custodial Services Supervisor Level 12	01/01/2020

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Reynolds, Storm, Sullivan, Walk and Wright. No: None. Advisory Vote:

Student Trustee Kile voted yes.

Absent: Trustee Curtis.

Motion carried.

Other Business. (Non-action)

There was no additional discussion.

Adjournment.

Trustee Cadwell moved and Trustee Walk seconded to adjourn the meeting of the Lake Land College Board of Trustees at 7:25 p.m.

Motion carried with unanimous voice vote approval.

Approved by:

 Ms. Doris Reynolds, Board Chair

 Mr. Gary Cadwell, Board Secretary

*Note – See Board of Trustees web page for any referenced attachments to these minutes.

https://www.lakelandcollege.edu/col/board_minutes/

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Jean Anne Grunloh, Senior Executive to the President

DATE: January 30, 2020

RE: Proposed Revisions to Board Policy 09.14 – *College Keys* and Policy 11.27 – *Photo ID System, College Photo ID Cards and Portraits for Employee Directory.*

Lake Land College will be converting to the use of electronic proximity cards, instead of keys, for employee access to building exterior doors outside of normal business hours by July 1, 2020. Staff will continue to utilize keys for access to doors inside a building (e.g. entry to classrooms, labs, offices, etc.) but proximity cards will be the only method of entry from the exterior of all campus buildings for the majority of staff. This transition will greatly enhance campus security.

Please find attached details of proposed revisions to Board Policy 09.14 – *College Keys* and Policy 11.27 – *Photo ID System, College Photo ID Cards and Portraits for Employee Directory.* Recommended revisions to Policy 09.14 address the technology change from keys to proximity cards and recommended revisions to Policy 11.27 address a change in process regarding where staff photos are taken. All staff photos will now be taken at the Marketing and Public Relations (MPR) office instead of at the College Bookstore. In the coming months, MPR will be coordinating dates for all staff to have a current photo taken as we transition to employee photo ID proximity cards. Students will continue to have photos taken at the Bookstore for their student photo ID cards.

Proposed changes are presented as first reading and will be submitted to the College Board of Trustees for approval during the March 9, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

09.14

Access to College Facilities~~College Keys~~

Staff are provided access to College facilities keys appropriate to their responsibilities at the College. Staff will be provided proximity card access keys to the exterior doors, and a key to appropriate interior doors, of the building in which their office is located and to their primary teaching or support assignment spaces. The Vice President for Business Services will approve the distribution of all proximity card keys and interior facility keys, and each employee must verify the receipt of his/her card and key(s). Upon leaving employment at the College, employees must verify the return of all their proximity card and assigned keys as part of the check-out procedure. The administration will ensure all former employees' proximity card access becomes inactive immediately following the employment separation date.

The assignment of building exterior door keys and area and grand master keys for the campus, the Kluthe Center, and the Workforce Development Center will be limited. With the exception of the President, members of the President's Cabinet and the Director of the Physical Plant, all requests for exterior door keys or master keys must be made in writing with supporting rationale for need to the Vice President for Business Services. He/she will maintain control and records for all exterior door and master keys issued. Employees assigned an exterior door key or master key will be expected to use their proximity card for exterior facilities access unless the proximity card access is not available or in case of an emergency.

Employees are responsible for the proximity cards and/or keys issued to them. They are not to be loaned to family members or others which would enable non-staff access to College facilities. Appropriate disciplinary measures may be taken against employees for misuse of College proximity cards and/or keys, up to and including termination.

Adopted November 9, 1998
 Revised March 8, 2004
 Revised January 8, 2018
[Revised xx/xx/xx.](#)

Photo ID System, College Photo ID Cards and Portraits for Employee Directory

Photo ID System

The College will maintain an electronic photo identification system in the administrative software for students, full-time staff and part-time staff for security purposes. Full-time and part-time staff include faculty, adjunct faculty, administrators, supervisors, support, paraprofessionals, custodians, and student workers.

Photos for the electronic identification system will be taken by the Marketing and Public Relations department at designated, pre-scheduled times or appointment. ~~at the Lake Land College Bookstore from 8:00 a.m. to 5:00 p.m., Monday through Friday (Monday through Thursday during the summer).~~

For employees, photos in the electronic identification system must be updated every five years. For Lake Land College employees at correctional or youth centers, when there is a conflict, the Department of Corrections or Department of Juvenile Justice contact(s) shall prevail.

~~Student College~~ Photo ID Cards

It is the responsibility of students, ~~full-time staff and part-time staff~~ to obtain a StudentCollege Photo ID for access to various campus services, programs and facilities. ~~Student College~~ Photo IDs are obtained in the Lake Land College Bookstore, ~~from 8:00 a.m. to 5:00 p.m., Monday through Friday (Monday through Thursday during the summer).~~ This same ID photo will be used in the electronic identification system.

1. Students must be registered at Lake Land College, ~~and full-time staff and part-time staff members must be currently employed at Lake Land College.~~
2. A valid, government-issued picture ID is required to obtain a CollegeStudent Photo ID Card.

Board Policy 11.27

3. The original ~~StudentCollege~~ Photo ID Card will be issued without cost to the student ~~and staff and faculty member~~. Photo ID Cards which need to be replaced because of a malfunction or because of a change in the name or identification number will be reissued at no charge. A replacement fee will be charged for all other reissued Photo ID Cards.
4. Photo ID Cards are to be carried while on campus or at branch facilities.
5. Students shall present their Photo ID Cards when requested by a Lake Land College official in the performance of his/her duties. College officials shall identify themselves and state the reason for requesting identification.
6. The ~~Student College~~ Photo ID Card will remain valid as long as the holder continues his/her specific affiliation with the College.
7. All Photo ID Cards remain the property of Lake Land College.
8. The Photo ID Card is not transferable. Any misuse, alteration or fabrication of the Photo ID Card will subject the holder to disciplinary action by the College.
9. The College shall not be liable for any loss, cost, damage or expense, whether physical, financial or otherwise, suffered or incurred by individuals in connection with, or in any way relating to, the use or attempted use of an Photo ID Card by the holder or any third party.

Employee Photo ID Proximity Card

1. Full-time and part-time staff members must be currently employed at Lake Land College.
2. A valid, government-issued picture ID is required to obtain an

employee Photo ID Proximity Card.

3. The original employee photo ID proximity card will be issued without cost to staff. Photo ID proximity cards which need to be replaced because of a malfunction or because of a change in the name or identification number will be reissued at no charge. A replacement fee will be charged for all other reissued employee photo ID proximity cards.
4. Employee photo ID proximity cards are to be carried while on campus or at [branch facilities](#).
5. The employee photo ID proximity card will remain valid as long as the holder continues his/her specific affiliation with the college.
6. All employee photo ID proximity cards remain the property of Lake Land College and should be surrendered when employment [terminates](#).
7. The employee photo ID proximity card is not transferable. Any misuse, alteration or fabrication of the card will subject the holder to disciplinary action by the college, [up to and including termination](#).
- 4.8. The college shall not be liable for any loss, cost, damage or expense, whether physical, financial or otherwise, suffered or incurred by individuals in connection with, or in any way relating to, the use of attempted use of an employee photo ID proximity card by the holder or any third party.

Portraits for the Employee Directory

Employees may choose to have a ~~photo~~their portrait included with their employee directory information on the College's website. ~~Portraits for this directory or for other public relations materials will be taken by appointment at the Marketing & Public Relations department. This will be the same photo taken by~~ [the Marketing and Public Relations department](#) for the Employee Photo ID Proximity Card.

Adopted April 11, 2005
Revised December 9, 2019
[Revised](#)

Page 2 of 2

LAKE LAND
COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: January 24, 2020
RE: Proposed Revisions to Board Policy 05.04.04 – *Work Week*

Please find attached details of proposed revisions to Board Policy 05.04.04 – *Work Week*. Recommended changes clarify the definitions for an employee's work week based upon non-exempt or exempt status as well as when rest and meal periods will be permitted for non-exempt part-time staff.

Proposed changes are presented as first reading and will be submitted to the College Board of Trustees for approval during the March 9, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

05.04.04

Work Week

For purposes of computing the payroll and overtime only, the work week is defined as beginning at midnight Monday morning and ending at 11:59 p.m. the following Sunday night.

Non-Exempt Staff: Full-Time Employees

Except as may otherwise be provided within this section and during the summer term, the regular work week for full-time, non-exempt supervisory and support staff will be forty (40) hours per week at the employee's assigned work site or approved campus location, unless otherwise authorized by the employee's direct supervisor.

All full-time employees' work schedules will provide for a twenty (20) minute paid rest period during each four (4) hour time period. Whenever feasible, the rest period will be scheduled at the middle of each four-hour period.

All full-time employees' work schedule will provide for an unpaid lunchmeal period of up to one hour. The meal period must begin sometime within the first five (5) hours of work.

All police officers will be permitted to take a thirty (30) minute paid meal break during their shift. All sworn personnel are presumed to be on duty at all times and will, therefore, postpone any break periods that are interrupted by emergencies or other situations that require immediate response.

For Lake Land College employees at correctional centers or youth facilities, when there is a conflict, the Department of Corrections or Department of Juvenile Justice contract shall prevail.

Non-Exempt Staff: Part-Time Employees

Part-time employees scheduled to work a minimum of 4 hours will be allowed a ten (10) minute rest period unless doing so impedes operation of the College. Such rest periods may not be cumulative, made the basis for starting late, early ending time, nor used to extend regularly scheduled meal periods.

Part-time employees expected to work seven and one-half (7 ½) continuous hours or longer shall be permitted at least thirty (30) minutes (unpaid) for a meal period that begins no later than five (5) hours after the start of the work period.

Exempt Staff

The normal work week for administrators is forty (40) hours a week, normally commencing between 7:30 a.m. and 8:00 a.m. at the employee's assigned work site or approved campus location, unless otherwise authorized by the employee's direct supervisor. However, due to the nature of their responsibilities, full-time, exempt staff will be considered as subject to call on duty on an around-the-clock basis. There are frequent meetings during the evening at which attendance must be considered as part of the normal responsibilities of those who are in this area of work. Also, there may be times when the work load is such as to require numerous hours beyond that considered to be the normal work hours. This also, if necessary, is considered a part of the responsibility of those who are classified as administrators. The schedule of administrators, on the other hand, should be sufficiently flexible to allow them reasonable hours away from their office during the work day if their immediate supervisor deems it necessary and grants approval. When administrators are away from their office during the normal work day, they should notify their immediate supervisor or leave word with their administrative assistantsecretary or other appropriate staff concerning the means to reach them.

Adopted November 9, 1998
Revised May 10, 1999
Revised September 15, 2003
Revised December 11, 2017
Revised

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Jean Anne Grunloh, Senior Executive to the President

DATE: January 24, 2020

RE: Proposed Adoption of Board Policy 10.39 – *Employee Reimbursement for Non-Travel Expenses*

Please find attached details of a proposed new Board Policy 10.39. Recommended language addresses employee reimbursement for non-travel expenses and aligns with Public Act 100-1094, which amended the Illinois Wage Payment and Collection Act. Reimbursement for travel, meal and lodging expenses is addressed separately in Policies 10.34 through 10.34.05.

As a result of the recent amendments, Illinois employers must reimburse employees for “all necessary expenditures” incurred within the employee’s scope of employment and directly related to services performed for the employer. The Act defines “necessary expenditures” as all reasonable expenditures or losses required of the employee in the discharge of employment duties that inure to the primary benefit of the employer. An employer may establish a written expense reimbursement policy establishing specifications or guidelines identifying what necessary expenditures will be reimbursed and the procedures employees must follow when seeking reimbursement. Accordingly, the proposed language in 10.39 sets forth board policy for Lake Land College employees for the reimbursement of authorized expenditures. Accompanying guidelines will be maintained in the College’s internal shared drive.

Under the proposed policy, to be eligible to receive reimbursement for a non-travel qualifying expense, Lake Land College employees must receive prior approval for the expenditure and submit a completed Non-Travel Expense Reimbursement Form to the Accounting Department along with attached detailed receipts for actually incurred expenses within thirty (30) calendar days of incurring the expense.

This recommendation is presented as first reading and will be submitted to the College Board of Trustees for approval during the March 9, 2020, regular meeting.

Please note that if the Illinois Department of Labor adopts rules implementing this new law, our policies and procedures will need to be reviewed for compliance.

I am happy to address any questions or concerns.

Attachment

10.39**Employee Reimbursement for Non-Travel Expenses**

This policy governs the reimbursement of College employees for non-travel, meal or lodging expenses and is in accordance with the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). Reimbursement for travel, meal and lodging expenses is addressed separately in Policies 10.34 through 10.34.05.

The College will only reimburse employees for reasonable and necessary expenses that are required in the performance of the employee's job duties for the College and that primarily benefit the College. Reimbursement is subject to an employee's compliance with this Policy and any related procedures.

The College will not reimburse employees for any expenses that primarily benefit the employee, personal expenses, expenses incurred by non-employees, or unreasonable expenses. The College is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was the result of the College's negligence.

Employees are expected to use the equipment, computers, phones, fax, offices or workspaces, supplies, software, and network and email access, and other resources provided or made accessible by the College at the employee's assigned worksite or approved campus location in the performance of their duties. Unless the College requires an employee in the performance of their job duties to have a cell phone, personal computer, home phone or home internet access, such expenses are not eligible for reimbursement. If such expenses are required, a reasonable stipend may be set by the College and paid to the employee to defray part of the expense. The

Board Policy No. 10.39

College may require the employee to submit documentation to show that the expense is actually attributable to the employee's performance of their job duties and that it primarily benefits the College. Additionally, for employees with job responsibilities requiring essential and significant use of mobile communication devices and related service, as determined by the College, these employees may request to participate in the College's mobile communications service plan.

To be eligible to receive reimbursement, employees must submit a completed Non-Travel Expense Reimbursement Form to the Accounting Department along with attached detailed receipts for actual incurred expenses within thirty (30) calendar days of incurring the expense. For foreseeable expenses (almost all expenses incurred on behalf of the College will be foreseeable), the employee must receive written preapproval to incur the expense from their direct supervisor or designee. Employees who comply with this policy will be reimbursed on the next reimbursement cycle after the reimbursement is processed.

Employees who misrepresent information to the College about expenses or who submit or sign any related forms that contain false statements or information may be subject to disciplinary action, up to and including termination, as well as possible criminal prosecution.

All expense reimbursement documents and information submitted to the College are subject to disclosure under the Freedom of Information Act, unless otherwise exempt from disclosure under that law.

In the event of a conflict between this Policy and a provision contained in a Collective Bargaining Agreement or individual contract, the CBA or individual contract shall control. For Lake Land College employees at correctional or youth centers, when there is a conflict, the Department of Corrections or Department of Juvenile

Board Policy No. 10.39

Justice contract(s) shall prevail.

Adopted

Calendar of Events

Thursday, Feb. 20, 2020	6 p.m. – ICCTA East Central Region Meeting with dinner Webb Hall 081
Thursday, Feb. 27, 2020	6 p.m. – Ag Banquet (RSVP requested) Field House
Thursday, March 5, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, March 9, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Wednesday, March 18, 2020	2020 Spring Employee Recognition Event & Luncheon 11 a.m. – 1 p.m. Field House
Thursday, April 9, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, April 13, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, April 16, 2020	Foundation Scholarship Reception 4 p.m. – Field House
Thursday, May 7, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, May 11, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, May 14, 2020	Commencement Practice 3 p.m. – Field House
Friday, May 15, 2020	10 a.m. - Nurse Pinning Ceremony - Field House 2:30 p.m. Dental Hygiene Ceremony – Theater 53 rd Annual Lake Land College Commencement Ceremony 5 p.m. Line up begins in the Library 6 p.m. Commencement Ceremony Field House

Thursday, June 4, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, June 8, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, July 9, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, July 13, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, August 6, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, August 10, 2020	5:15 p.m. – Board Dinner – Kluthe Center Room 219 6 p.m. – Board Meeting – Kluthe Center Room 220

*Thank you for
your words of sympathy,
your voice of concern,
your gesture of caring
and the love you offer.*

*The Family of
Barry Fuller*

Lana Andrea



*Your kind expression
of sympathy
is gratefully acknowledged
and deeply appreciated*

Thank you for the
lovely flowers and
kind thoughts during our
time of sorrow.
The Dorothy H. Ruhoff Family
Jane Plummer

MEMO

TO: Board of Trustees
FROM: Dr. Jonathan Bullock, President
CC:
DATE: January 24, 2020
RE: Planned Retirement Requests

The following requests have been received from employees wishing to participate in the Lake Land College Planned Retirement Program:

Faculty (by seniority)	Effective Date
Salisa Hortenstine Olmsted	December 31, 2024
Lara Bacino Althaus	December 31, 2023
Iffat Ali	August 15, 2024
Scott Rhine	August 30, 2024
Emily Hartke	November 18, 2024
Jodi Birdwell	September 1, 2024
Gary Lindley	August 15, 2024
Neal Haarman	August 15, 2024
Anthony Reinhart	August 15, 2024
Administration (by seniority)	Effective Date
Jon Althaus	June 30, 2022
Jon Van Dyke	June 30, 2024
Supervisory (by seniority)	Effective Date
Chad Smith	April 30, 2024
Support (by seniority)	Effective Date
Gary Branson	December 31, 2024
Lisa Madlem	December 20, 2024

All of the above have had noted in all oral and written communication to them that the Planned Retirement Program is not a four-year employment contract and their request must adhere to current Board Policy.

As provided in Article II, Section H of the Faculty Contract, at the direction of the Board of Trustees, the number of resignations accepted in advance may be limited to fifteen percent (15%) of employees qualified. If this option should be invoked, resignations will be accepted on a seniority basis within employee group with Lake Land College.

I recommend the Board of Trustees accept all of the above people into the Planned Retirement Program.

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: February 5, 2020
RE: Proposed Revisions to Board Policy 05.20 – *Holidays and Summer Work Week*

Please find attached details of proposed revisions to Board Policy 05.20 – *Holidays and Summer Work Week*. Recommended changes clarify that holiday pay applies only to full-time employees. Part-time employees are not eligible for this fringe benefit as detailed in Policy 05.06, but the administration deemed it worthwhile to clarify this in Policy 05.20 as well.

We presented proposed changes as first reading during the January 13, 2020, regular Board meeting and we have received no additional requests for changes since that time. Thus, I respectfully request the College Board of Trustees approve proposed revisions as presented during the February 10, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

05.20

Holidays and Summer Work Week

Holidays

Except as may otherwise be provided within this section, holidays include those days when the College is officially closed, as shown in the published college calendar for each academic year.

Except as may otherwise be provided within this section, each full-time employee will be granted the day off with pay on each of the following holidays:

- January 1
- Friday before Easter
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- December 25

When any regular paid holiday falls on a Saturday, the preceding work day will be observed. If a holiday occurs on a Sunday, the following work day will be observed.

If Independence Day falls on Friday or Saturday when the College is closed due to the implementation of a four-day summer work schedule, employees will receive a credit for eight and one-half (8½) hours or one (1) summer day off to be used during the same or following work week with prior approval of the immediate supervisor.

If an employee is required to work on a holiday, the employee is entitled to holiday pay, which is double the regular rate of pay.

Board Policy 05.20

If a paid holiday occurs during an full-time employee's vacation leave, an additional day of vacation will be granted. Additional holidays established and observed are subject to approval by the Board of Trustees. Religious holidays may be deducted from personal leave, vacation, or compensatory time.

For full-time police officers, because of the nature of their responsibilities, holidays include only the following days:

- January 1
- Martin Luther King Jr. Day
- Friday of Spring Break
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24
- December 25

Police officers will receive regular pay for regularly scheduled workdays (non-holidays) worked during periods when the College is closed, as shown in the published college calendar for each academic year.

Summer Work Week

Except as may otherwise be provided within this section, if the College establishes a four (4) day summer session work schedule, the standard work day, not including the lunch break, will be eight and one-half (8½) hours, which is equivalent to a thirty-four (34) hour work week. A flexible starting time during the summer session will be allowed but must be approved by the appropriate Vice President. The lunch break will not be less than one-half hour nor more than one hour in duration. The employee's work schedule, once established and approved, will remain unchanged for the duration of the summer session. All employee work schedules for the summer session will be filed in the College Human Resources Office.

Board Policy 05.20

For police officers, the standard work week will consist of thirty-four (34) hours not to be scheduled in less than three nor more than four days in any one work week. Officers will be permitted to take a thirty (30) minute paid lunch break during their shift. The adjusted start times for each shift will be approved by his/her appropriate Supervisor

For Lake Land College employees at correctional centers or youth facilities, when there is a conflict, the Department of Corrections or Department of Juvenile Justice contract shall prevail.

Adopted November 9, 1998
Revised May 10, 1999
Revised September 15, 2003
Revised June 14, 2010
Revised December 11, 2017
Revised

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jean Anne Grunloh, Senior Executive to the President
DATE: February 5, 2020

RE: Proposed Revisions to Board Policy 11.04 – *Harassment* and 11.04.01 – *Sexual Harassment and Sex Discrimination*.

Please find attached details of proposed revisions to Board Policy 11.04 – *Harassment* and 11.04.01 – *Sexual Harassment and Sex Discrimination*. Proposed revisions will align the policy language with the Workplace Transparency Act and Sexual Harassment Victim Representation Act (PA 101-0221) and the Sexual Harassment Omnibus Law (PA 101-0221), both enacted in 2019.

We presented proposed changes as first reading during the January 13, 2020, regular Board meeting and we have received no additional requests for changes since that time. Thus, I respectfully request the College Board of Trustees approve proposed revisions as presented during the February 10, 2020, regular meeting.

I am happy to address any questions or concerns.

Attachment

11.04

Anti-Discrimination and Harassment

Lake Land College is committed to maintaining a working and learning environment in which all individuals are treated with respect and dignity. Faculty, staff and students have a right to work and learn in an atmosphere that promotes equal opportunity and prohibits discriminatory practices. The College is committed to providing a safe and respectful environment and ~~will not tolerate~~prohibits harassment based on race, color, sex, age, religion, national origin, ancestry, disability, marital status, military status, sexual orientation, pregnancy, order of protection status, unfavorable discharge from military service, or any other basis of discrimination precluded by applicable federal and state statutes, or acts or threats of violence ~~including but not limited to aggression, hate crimes, bullying, cyber bullying, cyber intimidation, domestic violence, stalking, or intimidation~~ from students, employees, elected officials or third parties including visitors, ~~and~~ vendors, consultants and contractors.

Definitions

~~Workplace and academic environment harassment is a form of discrimination.~~ Unlawful harassment includes unwelcome verbal, written or physical conduct by any one person toward another person based on that person's race, color, sex, age, religion, national origin, ancestry, disability, marital ~~or civil union~~ status, ~~veteran~~military status, sexual orientation, pregnancy, order of protection status, unfavorable discharge from military service, or any other basis of discrimination precluded by applicable federal and state statutes, and that has the purpose and effect of creating a hostile or offensive work or academic environment. ~~Any such conduct which harasses, disregards, interferes with work or academic performance or creates an intimidating, offensive or hostile environment is prohibited by this policy.~~ Lake Land College prohibits and will not tolerate any such harassment or discrimination.

Examples of behavior that would be considered to be unlawful, ~~workplace or academic~~ harassment include but are not limited to the following:

1. Racial, ethnic, or sexual slurs or jokes, whether communicated

Board Policy 11.04

verbally, in writing or electronically.

2. The use of racial or ethnic nicknames or stereotyping.
3. Vulgar, offensive or obscene language, noises or gestures.
4. Display of vulgar, offensive, explicit or obscene pictures, photographs, cartoons, materials or web sites.
5. Verbal or physical acts or threats of violence including, but not limited to, aggression, hate crimes, bullying, cyber bullying, cyber intimidation, domestic violence, stalking, or intimidation.
6. Actions of sexual harassment, sexual misconduct or sexual violence as addressed in Board Policy 11.04.01 Prohibition of Sexual Discrimination, Harassment and Misconduct.

Employees and students ~~are encouraged to~~must report all incidents of unlawful harassment. Anyone who believes that he or she is being harassed by a student, employee or third party at the College, or believes that his or her employment or academic career is being adversely affected by such conduct should immediately report such concerns. Employees should report concerns of harassment to their supervisor, next level administrator, another administrator, or the Director of Human Resources. Students should report such concerns to ~~one of the three harassment information centers (Counseling Services, the College Nurse, or the Director of Human Resources)~~the Director of Human Resources or the Vice President for Student Services. In addition, individuals covered by this policy have a right to file claims of sexual discrimination and harassment with the Illinois Department of Human Rights and/or the Equal Employment Opportunity Commission (EEOC).

Retaliation

No individual making a complaint, whether formal or informal, will be

Board Policy 11.04

retaliated against, even if a complaint made in good faith is not substantiated. Witnesses involved in any complaint of harassment will also be protected from retaliation. Whistleblower protections are also available under the State Officials and Employees Ethics Act, the Whistleblower Act, and/or the Illinois Human Rights Act.

Retaliation Charge

A student or employee who believes he or she ~~have~~has been subjected to any form of retaliation after filing a complaint or being a witness under this policy may file ~~an additional complaint regarding the perceived a~~ complaint of retaliation.

False or Malicious Complaints

It is a form of harassment to file a knowingly false or malicious complaint of sexual harassment or any other form of harassment or to knowingly provide false information in the course of an investigation of such complaint. Such conduct is considered a violation of this Anti-Harassment policy and will subject an employee or student to disciplinary action.

Supervisory Responsibility

Supervisors ~~must~~will strive to maintain a harassment-free college environment by promoting professionalism and by ~~dealing with~~addressing harassment promptly.

Supervisors will address any observed or reported incident or complaint of harassment with seriousness and ~~will~~must take prompt action ~~while observing strict confidentiality~~, whether or not a formal written complaint has been filed. ~~Employees must also ensure that no retaliation will result against the person making a harassment complaint.~~—Supervisors ~~should~~must immediately consult the Director of Human Resources regarding any harassment complaint reported to them.

Sanctions and Disciplinary Action

Individuals found to have violated this Policy shall be subject to corrective

and disciplinary action up to and including termination from employment, expulsion and exclusion from the College and its property. Additionally, an individual who engages in retaliation under the Ethics and Whistleblower Acts may also be subject to fines and/or penalties.

Special Circumstances

A student or employee who wishes to bring a claim of harassment against the Director of Human Resources must file the complaint with the President, who will appoint the members of the investigative team. A student or employee who wishes to bring a claim of sexual harassment against the President must file the complaint with the Director of Human Resources, who will refer the complaint to the Chair of the Board of Trustees for investigation.

Complaints by an elected official (trustee) against another elected official shall be submitted to the Director of Human Resources. The Director of Human Resources shall, in consultation with legal counsel for the College, ensure that an independent review is conducted with respect to such allegations.

Prompt Investigation and Confidentiality

Complaints of unlawful harassment are serious violations of College policy. Once a complaint of unlawful harassment has been made, the College has an obligation to promptly investigate the matter. The College will take prompt remedial action to address a substantiated complaint of unlawful harassment. All investigations into claims of unlawful harassment will be conducted respectfully. Every reasonable effort will be made to preserve confidentiality, to the extent practicable. However, in the course of an investigation, it will be necessary to discuss the complaint with the claimed offender, other persons who may have relevant information, and those with a legitimate need to know.

Procedures for Resolution of Claims of Harassment

The College harassment policy reflects a commitment to maintaining an

Board Policy**11.04**

environment that is free from harassment, ~~of any complaints~~ and the College expects that the use of these procedures will facilitate a prompt resolution of such complaints.

~~An employee or A~~ student who believes that he or she has been harassed or discriminated against in violation of this ~~policy section should take action in any of the following ways:~~ must report such behavior to the Director of Human Resources or the Vice President for Student Services.

~~1. Inform the individual, verbally or in writing, that the behavior is unwelcome and that the behavior should stop immediately. If the unwelcome behavior does not stop, the harassed employee must report such behavior to his or her supervisor, and/or the Director of Human Resources immediately. Students must report such behavior to one of the three harassment information centers (the Counseling Services, the College Nurse, or the Director of Human Resources).~~

~~2. An employee who believes that he or she has been harassed in violation of this policy should report the unwelcome behavior to his/her supervisor or the Director of Human Resources and request assistance to stop the behavior. If the Director of Human Resources employee's supervisor is the individual involved in the unwelcome behavior, report the unwelcome behavior to the appropriate Vice President, or the Director of Human Resources. ~~Students should report the unwelcome behavior to one of the three harassment information centers (the Counseling Services, the College Nurse, or the Director of Human Resources).~~~~

~~3. Report the unwelcome behavior to the Director of Human Resources.~~

Informal Complaint Resolution

Informal harassment complaint resolution may be achieved by any of the steps outlined below.

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1. An employee complainant may meet with his or her supervisor or the Director of Human Resources to clarify whether harassing behavior is occurring and to discuss appropriate responses and plans as to how the issue might be resolved. A student complainant may meet with the ~~Counseling Services, the College Nurse, or the Director of Human Resources~~ Director of Human Resources or the Vice President for Student Services.
2. An employee complainant may request that his or her supervisor or the Director of Human Resources meet with the alleged harasser ("respondent") to discuss the alleged conduct and to remind him or her of College policies against harassment and to obtain agreement by the respondent to comply with these policies. A complainant may request that, when possible, such a conversation be held without the identity of the complainant being revealed to the respondent. A student complainant request will be handled in a similar manner by ~~one of the three harassment information centers (the Counseling Services, the College Nurse, or the Director of Human Resources)~~ the Director of Human Resources or the Vice President for Student Services.
3. An employee complainant may request that his or her supervisor or the Director of Human Resources meet with the complainant and the respondent in the role of a mediator to reach resolution of the issue. A student complainant may make a similar request of the ~~Counseling Services, the College Nurse, or the Director of Human Resources~~ Director of Human Resources or the Vice President for Student Services. Any resolution reached by mediation will include an agreement by the respondent to comply with and be bound by such policies.

After the informal complaint resolution has concluded, the complainant's supervisor or harassment information center personnel, if involved, will forward all documentation concerning the complaint to the Director of Human Resources. The Director of Human Resources will maintain a record of the complaint in order to document that the claim of harassment was made and to document the outcome of the informal resolution.

Board Policy 11.04Initiating a Formal Complaint

An individual may file a formal complaint of harassment if the informal attempt(s) to resolve the complaint was not satisfactory. An individual may also file a formal complaint of harassment if he or she chooses to bypass the informal process. All formal complaints of harassment should be submitted in writing directly to the Director of Human Resources as soon after the offending conduct as possible, ~~but in no event more than three months after the most recent conduct alleged to constitute harassment. The three-month limitation on the filing of claims of harassment is intended to encourage complainants to come forward as soon as possible after the offending conduct and to protect respondents against complaints that are too old to be effectively investigated. If a complainant demonstrates sound reasons for failing to come forward within the three-month period, the Director of Human Resources has discretion whether to investigate the complaint. If the Director of Human Resources decides a complaint will not be formally investigated, informal resolution or counseling may be recommended.~~

The process for resolution of formal harassment complaints consists of two stages: 1) investigation; and 2) report and recommendation. Prior to investigation, a formal complaint, signed by the complainant, must be submitted in writing to the Director of Human Resources. The written complaint shall include the name(s) of the complainant and the respondent(s) and the details of the conduct alleged to be harassment. The Director of Human Resources will promptly designate a team to investigate the complaint.

Creation of Investigative Team

The Director of Human Resources or designee will convene an investigative team consisting of two individuals, one male and one female, who are not immediate supervisors of the complainant(s) or respondent(s) and who do not have a conflict of interest with the complainant(s) or respondent(s). The investigative team may consist of the Director of Human Resources as long as the above criteria are met.

The investigative team shall interview the individual(s) filing a

Board Policy 11.04

complaint(s), the respondent(s), and other individuals named by the complainant(s) and the respondent(s) who are identified as having information relevant to the allegations. The investigative team may interview other individuals it identifies as having information potentially relevant to the complaint. All interviews should be completed as soon as practicable.

Report and Recommendations

Using the information gathered by the investigative team and in consultation with the investigative team, the Director of Human Resources or designee will prepare a formal report consisting of the complaint, the response of the respondent, the investigative team's findings, and a recommendation of the appropriate action(s) to be taken. The report will be retained by the Director of Human Resources.

Determinations

The President will designate the appropriate cabinet-level member to review the report. The cabinet-level designee may: 1) accept the report and recommendations as presented; or 2) request additional information/clarification from the investigative team and consider a modified report as appropriate.

After consideration of the final report, the cabinet-level designee will make a determination regarding the report. In consultation with the cabinet-level designee, the Director of Human Resources or designee will prepare formal responses to the complainant and respondent, which shall include a summary of the investigation findings and communication of any action to be taken. Such action will depend on the nature of the offense and may include but is not limited to oral or written reprimand, suspension, reassignment, or termination.

The complainant(s) and/or the respondent(s) may submit a written statement to the President concerning the findings and resulting actions within ten (10) business days of having received the College's formal response. The President may uphold the prior findings and recommendation or may determine a different response. For students, action would include regular college disciplinary procedures as found in

Policy 07.28.01.

Special Circumstances

~~A student or employee who wishes to bring a claim of harassment against the Director of Human Resources must file the complaint with the President, who will appoint the members of the investigative team. A student or employee who wishes to bring a claim of sexual harassment against the President must file the complaint with the Director of Human Resources, who will refer the complaint to the Chair of the Board of Trustees for investigation.~~

Adopted November 9, 1998
Revised May 10, 2004
Revised May 9, 2005
Revised May 9, 2011
Revised September 12, 2016
Revised January 8, 2018
Revised

11.04.01**Sexual Harassment ~~and Sex Discrimination~~**

Lake Land College is committed to maintaining a safe and healthy educational and employment environment that is free from ~~sex discrimination and~~ sexual harassment, ~~which includes including~~ discrimination based on sexual orientation or gender-related identity. Sexual harassment is a form of sex discrimination and is therefore unlawful.

Sex discrimination, sexual harassment, sexual misconduct and sexual violence are prohibited. It is the policy of the College that no staff member, student or other member of the College community shall be subject to sexual harassment or sex discrimination in any form.

Sexual Harassment Defined

~~Sexual harassment means any unwelcome sexual advances, requests for sexual favors, or any conduct of a sexual nature when is~~ unwelcome conduct of a sexual nature, which includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature, such as sexual assault or sexual violence, or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment or academic advancement, evaluation or grades;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working and academic environment.

~~Hostile environment sexual harassment is unwelcome sexual conduct~~

~~that is sufficiently severe or pervasive that it alters the conditions of employment and/or academic environment and creates an environment that a reasonable person would find intimidating, hostile, uncomfortable, or inappropriate.~~

Examples of Sexual Harassment

Examples of behavior that would be considered sexual harassment include, but are not limited to, the following:

1. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, or promotion;
2. Suggesting sexual involvement to or demanding sexual involvement of ~~a~~ another employee where such person has made it clear that such a suggestion or demand is unwelcome;
3. Any unwelcome communication that is sexually suggestive, sexually degrading or implies sexual motives or intentions, such as sexual remarks or innuendos about an individual's clothing, appearance, or activities; jokes about sex or gender-specific traits; public conversations about sexual activities or exploits; suggestive sounds such as howling, catcalls, and whistles;
4. Unwelcome and offensive name calling or profanity that is sexually suggestive, sexually degrading, implies sexual intentions, or that is based on sexual stereotypes or sexual preference;
5. Unwelcome leers, stares, gestures or slang that are sexually suggestive, sexually degrading or imply sexual motives or intentions;
6. Unwelcome physical contact or closeness that is sexually suggestive, sexually degrading, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, following, stalking, kissing, hugging, pinching, etc.;
7. Any coerced sexual act, ~~or~~ physical assault, and acts of sexual violence;
8. Unwelcome written or pictorial display or distribution of pornographic or other sexually explicit materials such as magazines, videos, films, Internet material, etc.;
9. Any other unwelcome gender-based behavior that is offensive,

Board Policy No. 11.04.01

degrading, intimidating, demeaning or that is based on sexual stereotypes and attitudes.

Jurisdiction

This policy applies to students, faculty, staff, employees, appointees, elected official, consultants, contractors and visitors, regardless of sexual orientation or gender-identity, whenever the misconduct occurs:

- A. on College property; or
- B. off College property if:
 - 1. The conduct was in connection with a College or College-recognized program or activity; or
 - 2. The conduct may have the effect of creating a hostile environment for a member of the College community.

Title IX Coordinator

The College has designated the Director of Human Resources as the Title IX Coordinator and the Senior Human Resources Generalist and College Compliance Coordinator as the Deputy Title IX Coordinator.

Reporting

Any employee, consultant, contractor, elected official or visitor to the College who believes he/she has been subjected to sexual harassment or discrimination in violation of this Policy should report this to the Director of Human Resources. Any student who believes she/he has been subjected to sexual harassment or discrimination should report this to the Title IX or Deputy Title IX Coordinators. Students may also contact one of the College's confidential advisors for guidance regarding reporting options. Employees are encouraged to resolve any complaints internally but have the option of contacting the Illinois Department of Human Rights or Equal Employment Opportunity Commission (within 180 or 300 days, respectively) to file a complaint. Students may pursue claims of sexual harassment with the Illinois Department of Human Rights or United States the U.S. Department of Education Office for Civil

Rights.

Complaints by an elected official (trustee) against another elected official shall be submitted to the Director of Human Resources. The Director of Human Resources shall, in consultation with legal counsel for the College, ensure that an independent review is conducted with respect to such allegations.

Retaliation Prohibited

Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting or filing a complaint alleging sexual discrimination, harassment or misconduct or any person cooperating in the investigation of such allegations (including testifying, assisting or participating in any manner in an investigation) is strictly prohibited. Individuals may also pursue retaliation claims under the State Officials and Employee Ethics Act, the Whistleblower Act and Illinois Human Rights Act. Anyone found to have engaged in unlawful retaliation will be subject to discipline up to and including termination, criminal penalties and fines may also be assessed for engaging in retaliation in violation of the Ethics and Whistleblower Acts.

False Complaints

Allegations of sexual harassment are extremely serious. Any false complaint can itself result in disciplinary action. False complaints do not include charges made in good faith that cannot be substantiated. Therefore, all claims of harassment must be made in good faith. Any claims that are brought while knowingly false, with malicious intent, or out of retaliation are a violation of this Policy. Individuals who violate this Policy by filing a knowingly false complaint shall be subject to discipline, up to and including termination. Additionally, a false complaint brought under the Ethics Act could result in criminal penalties and/or fines.

Consequences Sanctions and Disciplinary Action

Individuals found to have violated this Policy shall be subject to

corrective and disciplinary action up to and including termination from employment, expulsion and ~~banned~~ exclusion from the College and its property. Additionally, an individual who engages in retaliation under the Ethics and Whistleblower Acts may also be subject to fines and/or penalties.

Implementing Procedures

The College will maintain and publish procedures implementing this policy ~~which set forth:~~

- ~~1. Definitions of prohibited conduct;~~
- ~~2. Responsibilities of and contact information for the College's Title IX Coordinator and Director of Human Resources;~~
- ~~3. Options for assistance following an incident of sexual discrimination, harassment or retaliation;~~
- ~~4. Procedures for reporting and confidentially disclosing sexual discrimination, harassment or retaliation;~~
- ~~5. Complaint investigation and appeal procedures;~~
- ~~6. Consequences of a violation of the prohibition on sexual harassment, retaliation for knowingly making a false report;~~
- ~~7. Prevention and education programming provided to College students and employees; and~~
- ~~8. Training and education provided to College employees involved in responding to, investigating or adjudicating sexual discrimination, harassment, incidents of retaliation, or in the referral or provision of services to survivors.~~

This Policy and related procedures will ~~also~~ be published in the Student Guide to Addressing Sexual Harassment and Sexual Misconduct section of the online Student Handbook available on the College's website. Printed copies will be available from the offices of Counseling Services, Health Services, Human Resources and Vice President for Student Services.

Board Policy No. 11.04.01

Adopted August 8, 2016
Revised May 8, 2017
Revised January 8, 2018
[Revised](#)

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Ms. Madge Shoot, Comptroller

DATE: January 14, 2020

RE: December 2019 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of December for Fiscal Year 2020.

Areas of Concern:

- There are not any budgetary areas of concern at this point in FY2020.

Overall Variances:

- *Revenue* – Total December revenue was \$4,283,455 resulting in an unfavorable variance of \$11,464 compared to the budgeted level. Year to date, revenue is unfavorable by \$1,950,092. This is primarily due to the delay of Career and Tech Funds from the state. These funds have been vouchered by the Illinois Comptroller but not released for payment. The Bond proceeds were also budgeted to come in earlier but will not come in until March when the bond is sold.
- *Expenditures* – Total December expenditures were \$4,507,035 resulting in an overall favorable variance of \$1,007,340. Year to date, expenditures remain favorable overall by \$2,851,272.

Revenue Variances:

- *Local Sources* – Favorable variance of \$1,116,798 due to receiving Effingham County's second tax revenue payment. Year to date, this area is favorable by \$250,315.
- *ICCB Credit Hour Grant* – We received November and December credit hour payments in December for a total payment of \$513,942 resulting in a favorable variance of \$153,788. This area is favorable \$326,060 YTD
- *ICCB Equalization Grant* – We received November and December equalization payments in December for a total payment of \$1,431,221 resulting in a favorable variance of \$938,337. This area is unfavorable \$94,865 YTD

- *Tuition & Fees* –December had a favorable variance for tuition of \$184,740 while fees were favorable by \$71,409. Year to date, there is an unfavorable variance for tuition of \$106,692 and a favorable variance for fees of \$494,988. This favorable variance is a result of more textbook fees than were budgeted and more IDOT classes being offered than had been budgeted for.
- *Other State Sources* – No variance in this area for the month of December as there were no revenues received or projected. Year to date this area is unfavorable by \$286,529. This is due to timing of not receiving any CTE payments from the State of Illinois as of yet. This should come more in line with the budgeted amounts over the course of the year.
- *Other Revenue* – Year to date this area is unfavorable by \$33,369. This will likely even out as more CBI and CDL classes are conducted over the remainder of the year.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage lines had an unfavorable variance in December of \$3,819. Year to date this area is favorable by \$949,644.
- *Employee Benefits (overall)* – Overall, there was a favorable variance in employee benefits in December in the amount of \$23,066. Year to date this area is favorable by \$111,824.
- *Instructional* – Had a favorable variance in December of \$13,454 and is favorable \$1,026,501 for the year.
- *Academic Support* – Had a favorable variance in December of \$8,447. Year to date this area is favorable by \$228,618.
- *Student Services* – Had a favorable variance in December of \$6,358. Year to date this area is favorable by \$141,103.
- *Public Service/Continuing Education* – This area had an unfavorable December variance of \$9,526. Year to date this area is unfavorable by \$9,574.
- *Operations & Maintenance* – This area had an unfavorable overall December variance of \$183,601. This was a result of recording \$179,518 in expenses associated with the geothermal well field addition that we had planned to be able to record in FY2019. Year to date this area is unfavorable by \$1,258,658 as a result of recording \$1,336,730 YTD in the well field expenses.
- *Institutional Support* – Had a favorable December variance of \$1,178,712. The area as a whole is favorable by \$2,786,816 for the year.

- *Scholarships, Grants, Waivers* – this shows an unfavorable variance for December of \$6,504. Year to date this area is unfavorable by \$63,535.

Please do not hesitate to contact me if you have any questions or need any further clarification on any of these items or have others you would like to discuss.

	Current Month				Current YTD	Current YTD	Current YTD
Current Month	Budget	Variance		Actual	Budget	Budget Variance	
2,105,500.89	2,101,681.85	(3,819.04)	Salary and Wages	9,286,880.94	10,236,525.17	949,644.23	
505,294.55	528,360.87	23,066.32	Employee Benefits	2,196,472.40	2,308,296.80	111,824.40	
76,244.18	80,149.99	3,905.81	Contractual Services	434,072.66	595,357.38	161,284.72	
130,605.95	149,749.70	19,143.75	General Materials and Supplies	1,102,739.96	2,003,165.00	900,425.04	
13,926.62	18,204.66	4,278.04	Travel and Meeting Expenses	73,802.67	187,606.49	113,803.82	
44,216.82	34,895.01	(9,321.81)	Fixed Charges	377,715.11	398,779.56	21,064.45	
90,754.29	100,037.63	9,283.34	Utilities	546,932.90	609,504.38	62,571.48	
179,528.03	1,068.00	(178,460.03)	Capital Outlay	1,340,238.97	56,980.00	(1,283,258.97)	
1,823.95	227.00	(1,596.95)	Contingency Funds	40,473.39	147,197.53	106,724.14	
4,500.00	2,500,000.00	2,495,500.00	Other Expenditures	4,500.00	2,503,750.00	2,499,250.00	
3,152,395.28	5,514,374.71	2,361,979.43	Total	15,403,829.00	19,047,162.31	3,643,333.31	

Lake Land College

FY2020 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2020 Budgeted	FY20 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary and Wages - Instructional	\$6,157,447	\$6,518,952	\$361,505	\$11,763,802	\$11,480,620	\$11,763,802	\$283,182
Salary and Wages - Acad. Support	\$286,198	\$380,732	\$94,533	\$385,484	\$359,532	\$385,484	\$25,952
Salary and Wages - Stud. Svcs	\$790,061	\$877,324	\$87,263	\$1,633,591	\$1,471,328	\$1,633,591	\$162,263
Salary and Wages - Public Svc.	\$182,123	\$160,805	(\$21,317)	\$321,611	\$436,234	\$321,611	(\$114,623)
Salary and Wages - Maintenance	\$490,233	\$548,101	\$57,868	\$1,086,925	\$979,651	\$1,086,925	\$107,274
Salary and Wages - Inst. Support	\$1,380,819	\$1,750,612	\$369,792	\$3,499,494	\$3,697,141	\$3,499,494	(\$197,647)
Total Salary and Wages	\$9,286,881	\$10,236,525	\$949,644	\$18,690,907	\$18,424,506	\$18,690,907	\$266,401

Employee Benefits	Year to Date			FY2020 Budgeted	FY20 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits - Instructional	\$1,081,520	\$1,397,939	\$316,419	\$2,701,468	\$2,176,361	\$2,701,468	\$525,107
Employee Benefits - Acad. Support	\$62,674	\$68,434	\$5,759	\$84,218	\$121,844	\$84,218	(\$37,626)
Employee Benefits - Stud. Svcs	\$207,567	\$202,091	(\$5,476)	\$382,148	\$375,933	\$382,148	\$6,215
Employee Benefits - Public Svc.	\$33,181	\$26,562	(\$6,619)	\$50,156	\$51,983	\$50,156	(\$1,827)
Employee Benefits - Maintenance	\$158,586	\$181,542	\$22,956	\$342,483	\$328,402	\$342,483	\$14,081
Employee Benefits - Inst. Support	\$652,945	\$431,729	(\$221,216)	\$833,446	\$851,919	\$833,446	(\$18,473)
Total Employee Benefits	\$2,196,472	\$2,308,297	\$111,824	\$4,393,919	\$3,906,441	\$4,393,919	\$487,478

Dec-19	Operations & Maint Restricted--Fund 03				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Local Sources	1,487,046	1,540,428	(53,382)	1,424,377	1,564,000
Bond Proceeds	-	7,650,000	(7,650,000)	16,018,521	7,650,000
Loan Proceeds	9,025,000	7,650,000	1,375,000	-	7,650,000
Investment Income	86,867		86,867	89,605	-
Total Revenues	10,598,914	16,840,428	(6,241,514)	17,532,503	16,864,000
Expenditures:					
Student Center Renovations : Buildi	3,519,189	4,000,000	480,811	3,537,957	4,000,000
Construction Proj : Site Improvemen	-	490,000	490,000	-	-
PHS Projects : Site Improvements	-	-	-	-	490,000
New Site: Site Improvements	-	-	-	-	199,500
Other	43,907	7,650,000	7,606,093	16,445,453	7,650,000
Total Expenditures	3,563,096	12,140,000	8,576,904	19,983,410	12,339,500
Excess of Revenues over Expenditures & Transfers	7,035,818	4,700,428	2,335,390	(2,450,908)	4,524,500

Dec-19	Bond and Interest--Fund 04				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
General : Local Taxes	6,616,856	6,499,764	117,092	6,591,538	6,599,225
General : Investment Income			-	29,608	-
General : Transfer from Other Funds			-	-	160,750
Total Revenues	6,616,856	6,499,764	117,092	6,621,146	6,759,975
Expenditures:					
Work Cash Bonds : Debt Principal Pa		-	-	-	-
Work Cash Bonds : Interest on Debt		-	-	-	-
Work Cash Bonds : Other Fixed Charg		-	-	-	-
Funding Bonds : Debt Principal Paym	6,089,991	6,090,000	9	6,655,001	6,090,000
Funding Bonds : Interest on Debt	325,814	333,488	7,674	90,612	666,975
Funding Bonds : Other Fixed Charges	600	1,500	900	-	3,000
Funding Bonds : Bond Is		-	-	-	-
Administration : Intere		-	-	-	-
Total Expenditures	6,416,405	6,424,988	(8,582)	6,745,613	6,759,975
Excess of Revenues over Expenditures & Transfers	200,450	74,777	125,674	(124,467)	-

Dec-19	Auxillary Enterprise Fund--Fund 05				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Ag Judging Activity Fees	-	-	-	-	6,500
Ag Judging Transfer	-	-	-	-	24,000
Auto Shop	845	7,500	(6,655)	12	15,000
Athletics	-	-	-	-	550,903
Fitness Center	40,535	54,286	(13,751)	42,293	55,000
Bookstore	483,688	476,078	7,610	442,908	636,084
Print Shop	435,951	348,569	87,382	371,860	638,066
Food Service	10,860	7,100	3,760	5,649	14,700
College Farm	35	56,805	(56,770)	35	94,675
Comm Choir	-	-	-	-	5,100
Student Life	199,384	-	199,384	-	264,208
WLKL Radio Activity fees	-	-	-	-	1,100
Transfer for Tuition Waivers	-	-	-	-	515,000
Total Revenues	1,171,299	950,338	220,961	862,757	2,820,335
Expenditures:					
Ag Judging	15,920	15,249	(671)	20,038	30,500
Auto Shop	1,034	7,500	6,466	137	15,000
Athletics	293,137	353,602	60,465	259,141	533,770
Fitness Center	35,584	61,712	26,128	39,696	103,749
Bookstore	467,596	495,174	27,577	422,629	633,968
Print Shop	394,597	336,195	(58,402)	398,773	614,504
Food Service	5,048	6,814	1,766	6,105	13,488
College Farm	18,941	80,279	61,338	43,559	129,555
Comm Choir	2,614	3,000	386	2,455	5,100
Student Life	134,150	169,809	35,659	111,062	264,208
WLKL Radio	-	500	500	-	1,100
Tuition Waivers	592,302	312,500	(279,802)	539,826	625,000
Total Expenditures	1,960,923	1,842,333	(118,590)	1,843,420	2,969,942
Excess of Revenues over Expenditures & Transfers	(789,625)	(891,995)	102,371	(980,663)	(149,606)

Dec-19	Restricted Purposes Fund--Fund 06				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Adult Ed	30,691	215,732	(185,041)	75,287	466,570
Pathways	143,748	201,964	(58,217)	105,773	402,049
Perkins	147,488	192,960	(45,473)	167,750	298,389
WIOA	1,394,934	1,490,602	(95,668)	1,777,232	2,945,905
College Work Study	-	35,662	(35,662)	11,045	71,324
GAST	13,200	14,000	(800)	3,200	14,000
IL Cooperative Work Study	18,063	10,000	8,063	9,286	18,000
IPRF Grant	23,988	-	23,988	21,366	-
Veterans Services	52,930	518,500	(465,570)	55,689	1,037,000
ISAC MAP	516,423	380,000	136,423	423,741	760,000
Department Of Education	2,895,114	2,740,234	154,880	2,858,804	5,480,468
Direct loans	730,665	837,161	(106,496)	794,707	1,674,321
Corrections	661,272	6,285,079	(5,623,807)	834,443	12,364,824
Privately Funded Grant	69,785	42,500	27,285	117,638	85,000
TRIO SSS	138,432	126,905	11,527	124,710	243,987
TRIO DC	147,073	150,201	(3,127)	166,221	303,643
Total Revenues	6,983,806	13,241,499	(6,257,693)	7,546,891	26,165,480
Expenditures:					
Adult Ed	229,301	215,732	(13,569)	205,220	466,570
Pathways	196,783	201,964	5,181	204,720	402,049
Perkins	168,320	192,960	24,640	215,317	298,389
WIOA	1,425,935	1,490,602	64,667	1,794,492	2,945,905
College Work Study	19,898	35,662	15,765	19,557	71,324
GAST	10,000	14,000	4,000	3,200	14,000
IL Cooperative Work Study	4,064	10,000	5,936	14,032	18,000
IPRF Grant	13,368	-	(13,368)	5,950	-
Veterans Services	167,964	518,500	350,536	192,569	1,023,000
ISAC MAP	907,462	380,000	(527,462)	739,547	760,000
Department of Education	2,916,846	2,740,234	(176,612)	2,863,925	5,480,468
Direct loans	729,707	837,161	107,454	798,028	1,674,321
Corrections	4,309,254	6,285,079	1,975,825	3,861,313	12,378,824
Privately Funded Grant	4,072	42,500	38,428	44,093	85,000
TRIO SSS	143,042	126,905	(16,136)	124,710	243,987
TRIO DC	155,706	150,201	(5,506)	166,221	303,643
Total Expenditures	11,401,720	13,241,499	1,839,779	11,252,893	26,165,480
Excess of Revenues over Expenditures & Transfers	(4,417,914)	-	(4,417,914)	(3,706,001)	(0)

Dec-19	Audit Fund--Fund 11				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Local Taxes	60,332	59,096	1,236	68,568	60,000
Total Revenues	60,332	59,096	1,236	68,568	60,000
Expenditures:					
Admin Staff Ful	11,598	11,945.84	348	11,152	23,891.69
Support Staff F	7,207	7,427.91	221	6,932	14,855.83
Medical Benefit	4,519	4,712.93	194	4,627	9,425.86
Life Insurance	14	13.80	0	15	27.60
Audit Services	42,750	42,750.00	-	32,063	42,750.00
Printing	-	500.00	500	52	500.00
Total Expenditures	66,088	67,350	1,262	54,841	91,451
Excess of Revenues over Expenditures & Transfers	(5,756)	(8,255)	2,498	13,727	(31,451)

Dec-19	Tort Fund--Fund 12			Previous YTD	Annual Budget
	Current YTD Actual	Current YTD Budget	Variance		
Revenues:					
Local Taxes	1,282,832	1,236,085	46,747	1,564,595	1,255,000
Total Revenues	1,282,832	1,236,085	46,747	1,564,595	1,255,000
Expenditures:					
Student Services	54,497	63,078	8,582	54,390	120,560
Operations and Maintenance	102,933	128,085	25,151	87,323	256,170
Police Dept	245,664	273,250	27,586	267,880	497,699
Institutional Support	49,317	52,224	2,906	50,443	104,447
Fixed Charges-ins	366,771	396,487	29,716	375,007	823,910
Total Expenditures	819,182	913,124	93,942	835,043	1,802,786
Excess of Revenues over Expenditures & Transfers	463,650	322,961	140,688	729,552	(547,786)

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Jon Althaus, Vice President for Academic Services *SW*

DATE: February 6, 2020

RE: Acceptance of ICCB Transitional Instruction Math and English Pilot Grant Award

It is my pleasure to inform you that the Illinois Community College Board has awarded Lake Land College a FY20 Transitional Instruction Math and English Pilot grant award in the amount of \$15,000.

This funding allows Lake Land College to continue its support of transitional math and English coursework, known more locally as the pathway co-requisite courses: MAT-115, General Education Pathway; MAT-124, Statistics Pathway; and ENG-119, Composition I Pathway. These courses are designed to assist students who have assessed into developmental math or English by providing them with supplemental instruction for course completion as an alternative to developmental education courses.

I respectfully request that the Board of Trustees accept this grant award.

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**TRANSITIONAL INSTRUCTION MATH AND ENGLISH
GRANT AGREEMENT**



**BETWEEN
THE STATE OF ILLINOIS, ILLINOIS COMMUNITY COLLEGE BOARD
AND
LAKE LAND COLLEGE**

The Illinois Community College Board (Grantor), with its principal office at 401 East Capitol Avenue, Springfield, Illinois 62701, and Lake Land College (Grantee), with its principal office at 5001 Lake Land BLVD. Mattoon, IL. 61938 payment address (if different than principal office) at (same), hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 075598359 is Grantee’s correct DUNS number, that 370896233 Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a:

- | | |
|----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> D = disregarded entity |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy – Non-Corporate | |

1.2 Amount of Agreement. Grant funds shall not exceed \$15,000.00, of which \$0 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

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1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 684-00-2333.

1.4 Term. This Agreement shall be effective on July 1, 2019 and shall expire on June 30, 2020, unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS COMMUNITY COLLEGE BOARD

GRANTEE NAME

By: _____
Signature of Brian Durham

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Date: _____

Printed Name: _____

Printed Name: Brian Durham

Printed Title: _____

Printed Title: Executive Director

E-mail: _____

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

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“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contribution made by third parties in accomplishing the objectives of the award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

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“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery act and the Grant Accountability and Transparency act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability And Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART**

Agreement Number: TIME-51720**TWO or PART THREE** 30 ILCS 705/10.

- (b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.
- (c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7 **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonable withheld.

4.8 **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report (or payment request), I certify to the best of my knowledge and belief that the report (or payment request) is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representatives and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

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ARTICLE VI BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal

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government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. *See* 2 CFR 200.451.

7.4 Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VII.

7.6 Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

- (a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. *See* 2 CFR 200.302.
- (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger account which are to be charged or credited.
 - (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7)
 - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G**
 - (iii) of the requirement to submit Personnel activity reports. *See* 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects,

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vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate account no less frequently than quarterly.

- (iv) Formal agreements with independent contractors, such as consultant, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
 - (v) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.
- (c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.
- (d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
- (e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 Federal Requirements. All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 Profits. It is not permitted for any person or entity to earn a Profit from an award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.11 Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 Certifications. Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

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- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- (d) **Education Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an education loan (5 ILCS 385/1 *et seq.*).
- (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for impatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC 1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with

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Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

- (n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 3120d-2, through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

- (o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

- (p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction (30 ILCS 583).

- (q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

- (r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

- (s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

- (t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX

Agreement Number: TIME-51720**CRIMINAL DISCLOSURE**

9.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1 Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*)

**ARTICLE XI
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress of Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement (31 USC 1352). Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying

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set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specific in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claim or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statutes. Grantee shall cooperate fully in any such audit.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions (2 CFR 200.207). The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 307(b)(3) and 200.327.

13.2 Close-out Reports.

- (a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.
- (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Annual Financial Reports.

- (a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.
- (b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.
- (c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
- (d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules in the Annual Financial Report.
- (e) Annual Financial Reports shall follow a format prescribed by Grantor.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstance where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFRO 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. *See* 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. *See* 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget *See* 30 ILCS 708/65(c).

15.2 Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.502 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.207 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3 Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report (s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

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15.4 For Profit Entities. A For-Profit entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required 2 CFR 200.507 must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Awards during its fiscal year, but receives between \$300,000 and \$499,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The For-Profit entity shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of its audit period, whichever is earlier.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

ARTICLE XVI TERMINATION; SUSPENSION

16.1 Termination.

- (a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).
- (b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:
 - (i) Pursuant to a funding failure under Paragraph 4.1;
 - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
 - (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
 - (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a

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funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions for this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341

16.4 Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
- (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
 - (i) Grantor expressly authorizes them in the notice of suspension or termination; and
 - (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342

16.5 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state

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equivalent registration status, Related Parties, senior management, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstance Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION AND BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this Article XIX shall constitute a material breach of this Agreement

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, Or \$106,447.20 (30 ILCS 500/50-13).

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21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relation costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.3 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect

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during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 **Claims**. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1 **Independent Contractor**. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 **Indemnification**. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expense, including attorney's fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXVI MISCELLANEOUS

26.1 **Gift Ban**. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 **Access to Internet**. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail address at any time during the Term of this Agreement. The additional address may be for a specific department or division of Grantee or for specific employees or Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 **Exhibits and Attachments**. **Exhibits A** through **H**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 **Assignment Prohibited**. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

Agreement Number: TIME-51720

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under his Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14 Entire Agreement. Grantee and Grantor acknowledges that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporate or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signature contained in a Portable Document Forman (PDF) document shall be deemed original for all purposes.

Agreement Number: TIME-51720

26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Agreement Number: TIME-51720

EXHIBIT A
PROJECT DESCRIPTION

The purpose of this grant is to create, support or expand transitional math and English Language Arts (ELA) instruction and curriculum development. The grant especially seeks to do the following:

- Support partnerships with high school, including Local Advisory Panels (LAPs), to ensure quality submissions of Transitional Math courses and sustainability of transitional courses
- Support access to regional training opportunities
- Identify scalable and sustainable models for Transitional English courses
- Submission of courses to statewide portability panel for Fall 2020

**EXHIBIT B
DELIVERABLES OR MILESTONES**

At a minimum, the following deliverables must be met:

1. Information on the curriculum model related to Transitional Math and English Language Arts that have potential for statewide scalability
2. A description of lessons learned, barriers to statewide adoptability, and principles/activities that would ease statewide adoption
3. A course submission for Fall 2020 portability approval
4. Information on the Local Advisory Panel, its membership, and the professional development opportunities provided
5. A published website for transitional instruction at the college

All Activities must be completed by June 30 of the fiscal year. The grantee will provide programmatic and fiscal progress and completion updates during quarterly reporting.

Agreement Number: TIME-51720

**EXHIBIT C
PAYMENT**

Grantee shall receive up to \$15,000.00 under this Agreement.

Math- \$15,000

English- \$0

Payment will be vouchered in full upon execution of this Agreement.

Agreement Number: TIME-51720

**EXHIBIT D
CONTACT INFORMATION**

Grantor Contact

Name: Melvin J. Harrison

Address: 401 East Capitol Avenue

Springfield, IL 62701

Phone: 217.785.5003

E-Mail Address: melvin.harrison@illinois.gov

Agreement Number: TIME-51720

**EXHIBIT E
PERFORMANCE MEASURES**

The college is required to report on the progress of identified objectives, project outcomes, and impact outlined in the grant proposal. The data is collected through the quarterly narrative due April 30 and July 31, 2020.

Agreement Number: TIME-51720

EXHIBIT F
PERFORMANCE STANDARDS

There are no specific performance standards associated with this grant.

Agreement Number: TIME-51720

**EXHIBIT G
SPECIFIC CONDITIONS**

Grantee is low risk. No specific conditions have been placed on this award.

*Agreement Number: TIME-51720***PART TWO – GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

Reporting Requirements. Grantees are required to submit quarterly reports, which include programmatic performance and expenditure data, 30 days after the quarter ends detailing progress on program activities, service, and improvement efforts, according to the following schedule:

Quarter 1: January – March Due April 30

Quarter 2: April – June Due July 30

Close-out Reporting. A final expenditure report is due August 30. The Grantor will distribute additional information.

PART THREE – PROJECT-SPECIFIC TERMS**Required Use of Funds:**

The expectation is activities will align with statewide priorities around transitional instruction. These activities may include but are not limited to:

- Curriculum development and alignment with competencies and outcomes for Transitional Instructional Pathways
- Reimbursement for substitutes for faculty or administrators participating in Transitional Math Activities including travel and attendance at Regional Trainings and panel meetings.
- Support for developing and/or convening of Local Advisory Panel meetings.
- Stipends for faculty participation
- Development of model MOU framework for math and English pathways.
- Submission of final report with recommendations for improvement.

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
 From: Madge Shoot, Comptroller
 Date: January 23, 2020
 Subject: Audit Firm Renewal Recommendation

Memo

In accordance with Board Policy 02.14 (employment of auditing firm), I would like to request the board extend the contract with Kemper CPA Group for an additional three years. They are an in-district firm and are familiar with the College as well as the Foundation. The renewal rates are listed below:

<u>Firm name</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Kemper CPA Group 80 Broadway Avenue Suite #102 Mattoon, IL 61938	\$46,000	\$46,900	\$47,800

Kemper CPA Group was initially hired as our independent audit firm in 2017. According to Policy 02.14 there is a 3 year renewal option to the previous audit contract. After this cycle we will be issuing an RFP for audit services for the ensuing 3 year cycle.

It is my recommendation that the Board of Trustees approve this renewal of the Audit firm for the fiscal years 2020, 2021 and 2022.



December 25, 2019

To Board of Trustees
Lake Land College
5001 Lake Land Blvd
Mattoon, IL 61938

We are pleased to confirm our understanding of the services we are to provide Lake Land College for the years ended June 30, 2020, 2021, and 2022. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Lake Land College as of and for the years ended June 30, 2020, 2021, and 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lake Land College's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Lake Land College's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Lake Land College's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- 1) Combined Financial Statements
- 2) Combining Financial Statements
- 3) Individual Fund Financial Statements
- 4) Schedule of Expenditures of Federal Awards
- 5) Other Supplemental Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Board of Trustees of Lake Land College. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lake Land College's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Lake Land College's major programs. The purpose of these procedures will be to express an opinion on Lake Land College's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Lake Land College in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve

compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the

schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Further, you agree to oversee the nonaudit services we provide by designating an individual(s), Finance Committee and Comptroller, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the College's management and Board of Trustees; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kemper CPA Group LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Illinois Community college Board or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kemper CPA Group LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Illinois Community College Board. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tami Knight is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in mid-June for planning and the end of July or early August for fieldwork and to deliver our draft report no later than the third week in September and final report by the first week of October each year.

Our fee for these services for years ended June 30, 2020, 2021, and 2022 is detailed below:

<i>Fiscal Year</i>	<i>Fee</i>
FY20	\$ 46,000.00
FY21	\$ 46,900.00
FY22	\$ 47,800.00

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You hereby agree to indemnify and hold harmless Kemper CPA Group LLP and its partners, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of any services by Kemper CPA Group LLP under this engagement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of fees we receive from you for this engagement, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or cause of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. In no event will Kemper CPA Group LLP be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this agreement to which the claim relates, or for any consequential, indirect, lost profit, punitive or similar damages relating to Kemper CPA Group LLP's services provided under this agreement.

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within 60 days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

Acceptance

You acknowledge having read this agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same, and fully understand and agree to be bound by the terms of this agreement.

Please indicate your understanding and acceptance of this agreement and your intention to be legally bound by executing this agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,



Kemper CPA Group LLP
*Certified Public Accountants
& Consultants*

RESPONSE:

This letter correctly sets forth the understanding of Lake Land College for the audit of the years ended June 30, 2020, 2021, and 2022.

Management signature: _____

Title: _____

Date: _____

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: January 23, 2020
Subject: Recommendation to Renew Government
Telecommunications Consortium (GovTC)

Memo

For public safety purposes, Lake Land College currently partners with other local law enforcement entities to enhance public safety and provide assistance to each other when necessary. With advances in technology and more reliance on video footage in the realm of police work, the group has identified the need to replace the county-wide leased copper network with our own point-to-point network. In working cooperatively with each entity towards that goal, it became apparent that the relationship and rights of each entity should be formalized and a consortium created. This consortium was created and we joined in 2018. The other members of this consortium are Coles County, City of Charleston, City of Mattoon and Eastern Illinois University.

The master Contract that was approved by the College Board of Trustees in 2018 had a small language change. The new language states that the Coles County Master Service Provider is given the authority to make purchases up to \$10,000 without seeking consortium board approval. Any purchase over \$10,000 will require approval by the consortium board.

I recommend the College sign the new Master Agreement with the modified language.

Chief Jeff Branson and I will be available if you have any questions.

MASTER CONTRACT

THIS MASTER CONTRACT (the "Agreement") is dated as of _____, 2019 (the "Effective Date"), between Government Telecommunications Consortium ("GovTC") and County of Coles, an Illinois unit of local government ("Coles" or "Service Provider") (Individually, a "Party" or collectively, the "Parties").

WHEREAS, GovTC was formed pursuant to that certain Intergovernmental Agreement for Membership in a Governmental Telecommunications Consortium (GovTC) dated October 31, 2018 (the "Intergovernmental Agreement"), by its constituent entities, City of Charleston, City of Mattoon, County of Coles, Lakeland College, and Board of Trustees of Eastern Illinois University;

WHEREAS, The creation of such consortium is authorized by Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act;

WHEREAS, the purpose of GovTC is to provide for the operation of shared telecommunications equipment and services, including but not limited to a shared telecommunications tower;

WHEREAS, the Intergovernmental Agreement provides in Article VII thereof for the creation of A Master Contract to engage a service provider to fulfill the obligations prescribed in Article VIII of the Intergovernmental Agreement;

WHEREAS, the undersigned Members of GovTC desire to engage Coles as Service Provider according to the provisions of this Agreement and as authorized by the Intergovernmental Agreement;

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Term. GovTC and Coles hereby agree that Coles shall serve as Service Provider to GovTC (and, in that respect, its constituent Members) for a term of five (5) years, beginning on the Effective Date, and expiring five (5) years after the Effective Date (the "Term").

2. Duties and Authority. Pursuant to this Agreement, Service Provider shall be the principal operating manager of GovTC and shall supervise and control day-to-day operations of GovTC and carry out the purpose of GovTC as directed by the Board, including, but not limited to, the following duties and authority:

(a) To sign on behalf of GovTC any instrument which the Board has authorized to be executed, by a formal vote or written authority, and, in general, to perform all duties pertinent to GovTC and such other duties as may be prescribed by the Board consistent with this Agreement from time to time;

- (b) To prepare a proposed annual budget indicating staffing and annual contributions and to submit such proposals to the Board;
- (c) To prepare projections of future anticipated expenses through development of a three (3) year budget and submit such projections to the Board;
- (d) To make recommendations regarding (i) policy decisions, (ii) the creation of other Board offices and (iii) the retention of agents, employees and independent contractors;
- (e) At each regular meeting of the Board and at such other times as requested to do so by the Board, to present a full report of the Service Provider's activities and shared initiatives of GovTC;
- (f) To report monthly to each Member on performance measures and summary of services performed for each Member pursuant to this Agreement;
- (g) Within the constraints of the budget approved by the Board, to make or direct distributions from the Reserves account for payment of hardware, software, or other expenses of GovTC up to \$10,000 without prior Board approval. Any purchase in excess of \$10,000 must have prior Board approval for each specific item to be purchased. The Service Provider shall maintain accurate and detailed records and accounts of all transactions and all Shared Assets;
- (h) Act as liaison officer with the Board and each individual Member's Director.
- (i) Prepare Board agendas and meeting minutes in conjunction with the Secretary or President.
- (j) Monitor billings from Secondary Service Providers to ensure that they are received in a timely fashion and in the correct amount.
- (k) Secure bids and request for proposals for hardware, software, and other telecommunications services and make recommendations for the selection of vendors for adoption by the Board.
- (l) Expend reasonable funds in an emergency with written notice to the Board.
- (m) Provide necessary information to the Board's selected certified public accountant in conjunction with the preparation of the annual reports.

(n) Solicit new Members with direction from strategic goals adopted by the Board.

(o) Draft GovTC and Board goals for each coming year for review and approval by the Board.

(p) Technical operations, maintenance, upgrades, and all operations necessary for deployment, maintenance and operation of the tower and related facilities network. Service Provider shall be responsible for all technical planning, preparation, and physical installation of networking equipment and peripherals for GovTC for which Service Provider is properly equipped and capable. Service Provider shall be responsible for the day-to-day operation and monitoring of GovTC networking equipment, and any other task deemed necessary by the GovTC Board. Such tasks include, but are not limited to, monitoring for potential interference and/or conflicts with neighboring or connected networks and taking precautionary action to safeguard the GovTC assets and Member assets when possible.

3. Indemnification. Service Provider shall fully indemnify GovTC and its Members from, and obtain and maintain insurance providing coverage for, claims arising or resulting from the acts and omissions of Service Provider's employees and agents who are performing the duties of the Service Provider so that any claims arising from the acts or omissions of the Service Provider do not result in any liability to GovTC or its members, except to the extent caused by the gross negligence or willful misconduct of GovTC or such Member (other than Service Provider).

4. No Conflicts. Service Provider is also a Member of GovTC and in order to prevent any conflict of interest thereby, Service Provider shall not permit the same person(s) to serve as such Member's Director on the Board and perform the duties and authorities of the Service Provider under this Agreement.

5. No Compensation. Service Provider shall receive no compensation for acting as Service Provider, but acknowledges valuable consideration for providing such services in the form of Service Provider's access to the Shared Facilities as a Member.

6. Insurance.

A. Coverage Requirements. During the term of the Agreement, Service Provider shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(a) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Five Hundred

Thousand Dollars (\$500,000) for each accident and each disease. Alternatively, in the event Service Provider does not maintain worker's compensation coverage, Service Provider shall indemnify and defend GovTC from and against all claims, of any kind, nature or amount, brought or eligible to be brought by Service Provider's employees arising from any acts or omissions of any party occurring during the course of Service Provider's employee's work.

(b) Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) and Three Million Dollars (\$3,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(c) Automobile liability insurance covering all hired and non-owned vehicles in use by Service Provider, and its employees with minimum limits of One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

(d) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Shared Facilities. Upon completion of the installation of the Shared Facilities, Service Provider shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(e) All policies other than those for Worker's Compensation shall be written on an occurrence and not a claims-made basis.

(f) Service Provider shall furnish to GovTC, on or before the Effective Date, Certificates of Insurance certifying that Service Provider has the above described insurance and naming GovTC as an additional insured on Service Provider's policy. Service Provider shall furnish, upon GovTC's request, copies of the applicable insurance policies.

(h) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

B. Additional Insurance Requirements.

(a) All policies, except for business interruption and worker's compensation policies, shall include GovTC and, to the extent identified by GovTC in writing, all pertinent associated, affiliated, allied and subsidiary entities of GovTC, now existing or hereafter created, and their respective members, officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as primary, non-contributory additional insureds (herein referred to as the "Additional Insureds") as respects this Agreement. In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then such insurance shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

(b) Service Provider shall, as soon as reasonable practicable, advise GovTC of any claim or litigation that might result in liability to GovTC.

(c) At least thirty (30) days prior written notice shall be given to GovTC by Service Provider of any cancellation or non-renewal of any required insurance coverage.

(d) All insurance shall be affected under valid and enforceable policies, insured by insurers authorized to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

7. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served if (i) personally delivered against receipted copy, or (ii) sent by overnight courier service, or (iii) sent by email, to the parties at the following addresses:

GovTC: Governmental Telecommunications Consortium (GovTC)
Attn: Steve Pamperin
520 Jackson Avenue
Charleston, IL 61920
CityPlanner@co.coles.il.us

With copy to: R. Sean Hocking
Craig & Craig, LLC
1807 Broadway Avenue
Mattoon, Illinois 61938
rsh@craiglaw.net

Service Provider: County of Coles
Attn: Coles County Sheriff's Office, Ofc. Mark Harris
701 7th Street
Charleston, Illinois 61920
mharris@co.coles.il.us

With copy to: _____

8. Termination. This Agreement may be terminated by GovTC prior to the expiration of the Term upon good cause or due to lack of funding on the part of GovTC.

9. Miscellaneous Provisions.

(a) Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be withheld in its sole and absolute discretion.

(b) Entire Agreement. The Parties expressly acknowledge that this Agreement contains the entire agreement of the parties hereto with respect to the subject matter thereof and supersedes any prior oral arrangements or understandings between the Parties with respect thereto. No other oral agreement, statement or promise made by either Party hereto which is not contained herein shall be binding or valid.

(c) Amendments. This Agreement may only be amended by a written document signed by each of the Parties hereto, which document shall make specific reference to this Agreement.

(d) Severability. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

(e) Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Illinois.

(f) Counterparts. This document may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same document.

(g) Certification. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

(h) Terminology. Capitalized terms that are not defined in this Agreement shall have the same meaning as ascribed to them in the Intergovernmental Agreement.

[SIGNATURE PAGES FOLLOW]

BOARD OF DIRECTORS of GovTC

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on behalf of GovTC, by the Board of Directors thereof, and have caused this Agreement to be dated this ____ day of _____, 201__.

By: _____

By: _____

By: _____

By: _____

By: _____

COUNTY OF COLES ("Service Provider")

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by County of Coles as the Service Provider under this Agreement, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated this 14th day of January, 2010.

By: _____

Its: chair

ATTEST:

By: _____

Its: administrative assis.

Seal: _____



CITY OF CHARLESTON

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in the Member's respective name, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated this ____ day of _____, 201__.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Seal: _____

CITY OF MATTOON

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in the Member's respective name, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated this ____ day of _____, 201__.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Seal: _____

COUNTY OF COLES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in the Member's respective name, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated this ____ day of _____, 201__.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Seal: _____

LAKELAND COLLEGE

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in the Member's respective name, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated this ____ day of _____, 201__.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Seal: _____

BOARD OF TRUSTEES OF EASTERN ILLINOIS UNIVERSITY

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in the Member's respective name, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated this ____ day of _____, 201__.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Seal: _____

LAKE LAND COLLEGE

MEMO

TO: Beth Gerl, Vice President of Student Services and Lake Land College Board of Trustees

FROM: Student Government Association and Valerie Lynch, Director of Student Life

CC: Danielle Downs, Faculty Advisor for Laker Christian Fellowship

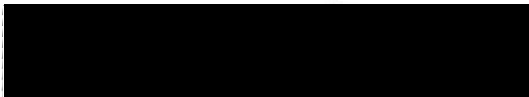
DATE: January 23, 2020

RE: SWAT Club Name Change to Laker Christian Fellowship

The student club, SWAT (Servants with a Testimony), proposed a name change and the addition of \$5 annually in dues to the Student Government Association in November 2019. Since the inception of the club, no dues had been charged. In order for the club to receive additional funding from SGA they have to charge dues to their members. For this reason, the new leadership of the club and their Faculty Advisor, Danielle Downs, proposed the addition of \$5 per student annually. They also expressed concern that the name SWAT was confusing to potential members and they wanted to change their name to one that more clearly advertises the nature of the club. The SWAT Executive Board proposed to SGA to change their name to "Laker Christian Fellowship."

At the weekly meeting of Student Government Association on Wednesday, November 20th, 2019 the association voted unanimously to change the name of the club to Laker Christian Fellowship and approve the addition of annual dues. SGA recommends that the Board of Trustees approve these changes. If questions arise please contact the student President of SGA, Eusebio Briseno, at ebriseno@lakelandcollege.edu.

Signed:



Valerie A. Lynch, Director of Student Life

January 23, 2020

LAKE LAND COLLEGE
Laker Christian Fellowship (LCF)
CONSTITUTION

Article I

Club Name:

- A. The official name of this club shall be Laker Christian Fellowship.

Article II

Purpose:

- A. To exist as an on-campus ministry that encourages fellowship among Christians.
- B. To serve as a resource for people who may have questions or curiosities about the Christian faith.
- C. To conduct or participate in at least one activity per semester that provides a service to the college or community.

Article III

Membership:

- A. Membership in this club shall be open to all current Lake Land College students with no discrimination according to the LLC handbook.
- B. In addition, Lake Land College faculty and staff may attend all meetings. Students, staff and faculty may bring guests to meetings at any time.
- C. Faculty, staff, and guests are not eligible to vote at any time.

Article IV

Quorum Requirements:

- A. Half of the total membership is required to conduct business, but any number can hold a Bible study.

Article V

Election of Officers:

- A. In order to maintain continuity, electing annual officers will occur during the final club meeting of the spring semester. Nominations will be made from any voting member and a majority vote must occur for the vote to pass.

Article VI

Executive Board:

- A. President is responsible to run all business meetings, approve all speakers, organize the order of each meeting, and give announcements for upcoming events.
- B. Vice President assists with the President's duties. The Vice President is also responsible for filling the role of the president in his/her absence.
- C. Secretary will create a member's list and take attendance at each meeting. The secretary records meeting minutes for each meeting. The secretary is also responsible for filling the role of the vice president in his/her absence.
- D. The Treasurer will oversee all funds that are given to the club. They are responsible for assisting the secretary as needed. The Treasurer is also responsible for filling the role of the secretary in his/her absence.
- E. If at any point in time there is a permanent vacancy of an officer, a vote will be held among members to appoint and elect a new officer. This is to fill any void in office after succession has taken place.

Article VII

Dues and Finances:

- A. Annual dues of \$5.00 will be collected by each member. Dues will help to fund activities for the club.

Article VIII

Fundraising:

- A. Small fundraisers and donations may be used to help fund the club.

Article IX

Methods for Conducting Meetings:

- A. Business meetings shall follow Robert's Rules of Order.
- B. Bible study will follow a basic format in whatever combination and order of the following: Bible Study, scripture reading, prayer, praise and worship singing. The order of a Bible study meeting will be created by the President for each individual meeting.
- C. Meetings will be held twice a month on the 2nd and 4th Wednesday during the time allocated as the Student Activity Period.

Article X

Methods for Amending the Constitution:

- A. No amendment shall be added or removed without a two-thirds majority vote of the members.

Article XI

Advisor duties:

- A. Lake Land College prides itself on student-run clubs. Club advisor(s) shall act in a truly advisory position and shall follow the responsibilities as outlined in the club handbook.

Article XII

Identification of Standing Committees:

- A. The club will have no standing committees, but the officers reserve the right to create short term committees for a specific purpose.

Date constitution was drafted: 1/17/2011

Date constitution was resubmitted for reactivation: 10/28/2015.

Date of last revision: 9/7/2019

Advisor: Danielle Downs

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Dr. Jim Hull, Vice President for Workforce Solutions and Community Education

CC:

DATE: January 29, 2020

RE: CEFS Lease Termination Request

At the June 2019 meeting, the Board of Trustees approved a one year sublease for CEFS to lease space at our Workforce Development Center. The term of this lease was from July 1, 2019 through June 30, 2020 and included no provision for early termination of the lease.

All Lake Land College personnel and services are expected to move from the property as of June 30, 2021 and there is no plan to move the CEFS personnel and services to campus as of that date. CEFS has identified a new space in Mattoon to house their services and they are seeking Board approval to terminate their sublease early to allow them to occupy this space as of April 1, 2020.

Essentially, the college will lose one quarter's rent in the amount of \$2,857 if the Board grants them this approval. Knowing they will be forced to move by June 30, 2021, they began looking for suitable space last fall knowing it could be hard to find a property that meets their need.

I recommend that the Board approve this request from our valued training partner CEFS to allow them to break their sublease with us to guarantee uninterrupted service to students in the future. I will be available to answer any questions the Board might have.

SUB-LEASE AGREEMENT

This sublease is entered into between Community College District No. 517, herein called the Sub-Lessor, and LWIA/C.E.F.S. Economic Opportunity Corporation, herein called the Sub-Lessee, under the conditions stated herein.

1. Location of subleased premises: 305 Richmond Avenue East, Mattoon, Illinois.
2. The term of this lease shall be deemed to have commenced upon the 1st day of July, 2019, and shall terminate on the 30th day of June, 2020. Notwithstanding the foregoing, unless written notice is given to the party desiring to terminate this lease to the other party sixty (60) days prior to the end of the lease then this lease shall extend for an additional year on the same terms and conditions. Lessee may be allowed to terminate for lack of federal funding.
3. Rental: \$2,857.45 per quarter.
4. The Sub-Lessor shall provide all services, including but not limited to: heat, electricity, power (computer outlets), water, water fountain, air conditioning, toilet supplies, janitorial services (daily), lamps, tubes, ballast's and replacements.
5. The Sub-Lessor shall maintain the premises and property under this sublease in good repair and tenantable condition during sublease except in case of damage arising from acts of negligence of Sub-Lessee employees or agents.
6. Alterations: the Sub-Lessee may make alterations with permission of the Sub-Lessor and all alterations become property of Sub-Lessor.
7. Applicable Codes and Ordinances: the Sub-Lessor shall conform to all existing codes and ordinances.
8. Heating and Air Conditioning: shall be required to maintain an inside temperature in the range of 65 to 80 degrees, regardless of outside temperature.
9. Lighting: modern diffused fluorescent fixtures with thermally produced ballast's will be provided to maintain a minimum of 50 candle foot at desk level.

10. Telephone and electrical outlets shall be provided by Sub-Lessor as mutually agreed upon with Sub-Lessee.
11. Two rest rooms per gender, with mechanical exhaust ventilation, shall be provided.
12. Heating and Air Conditioning: shall be furnished daily from 6:30 a.m. to 10:00 p.m. Utilities shall be furnished at all times for lighting, and operation of office machines and hot and cold running water and chilled drinking water.
13. Janitorial service will be furnished in accordance with the following schedule: daily (except non-working days), empty trash receptacles, clean drinking fountains and rest rooms, replenish toiletry supplies and dispose of all trash from the subleased premises. Vacuum carpet area as needed. Desk surfaces shall be maintained and cleaned by Sub-Lessee.
14. Sub-Lessor will provide at no additional cost, parking spaces in the parking lot adjacent to the building.
15. The Sub-Lessor shall meet all local fire and safety requirements including providing fire exit lighting and fire extinguishers.

The parties hereby agree to the above terms and enter into the sublease on this date, the first day of July 2019.

Community College District No. 517
Bryan Gleckler
Vice President for Business Services

LWIA/C.E.F.S. Economic Opportunity
Corporation

Date

Date

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, held in room 011 of the Board and Administration Center, 5001 Lake Land Boulevard, Mattoon, Illinois, in said Community College District at 6:00 o'clock P.M., on the 10th day of February, 2020.

* * *

The meeting was called to order by the Chair, and upon the roll being called, Doris Reynolds, the Chair, and the following Trustees were physically present at said location:

and _____ (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chair announced that the next item for consideration was the issuance of not to exceed \$12,500,000 general obligation bonds to be issued by the District pursuant

to Article 3A of the Public Community College Act for the purpose of paying claims against the District, and that the Board of Trustees would consider the adoption of a resolution providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Chair then explained that the resolution sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

Lake Land College Board of Trustees



RESOLUTION providing for the issue of not to exceed \$12,500,000 General Obligation Community College Bonds, Series 2020, of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

RESOLUTION NUMBER: 0220-014

DATE: 2-10-20

* * *

WHEREAS, the Board of Trustees (the "*Board*") of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "*District*"), has by resolution (the "*Intent Resolution*") declared its intention to, pursuant to Article 3A of the Public Community College Act of the State of Illinois, as amended (the "*Act*"), issue funding bonds of the District in the aggregate principal amount of \$12,500,000 as therein provided for the purpose of paying outstanding and unpaid claims against the District (the "*Claims*"); and

WHEREAS, pursuant to and in accordance with the provisions of said Article of the Act and the provisions of Section 5 of the Local Government Debt Reform Act of the

State of Illinois, as amended (the "*Debt Reform Act*"), notice of intention to issue said bonds was published in the *Journal Gazette*, the same being a newspaper having general circulation within the District, an affidavit evidencing the publication of such notice of intention, together with a newspaper clipping of such notice as published attached thereto, having heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, at least thirty (30) days have expired since the date of the publishing of such notice of intention to issue said bonds, and no petition with the requisite number of valid signatures thereon has been filed with the Secretary of the Board (the "*Secretary*") requesting that the proposition to issue said bonds be submitted to the legal voters of the District; and

WHEREAS, the Claims are in not less than the aggregate amount of \$12,500,000, all as identified and set forth in detail in the Intent Resolution heretofore duly adopted by the Board; and

WHEREAS, there are no funds on hand and available to apply toward the payment of any part of the Claims in the aggregate amount of \$12,500,000; and

WHEREAS, the Board hereby finds that it is authorized at this time to issue said bonds in the aggregate amount of \$12,500,000 for the purpose of paying the Claims; and

WHEREAS, the Board deems it advisable, necessary and for the best interests of the District that not to exceed \$12,500,000 of said bonds be issued at this time; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Board, on the 9th day of

December, 2019, adopted a resolution calling a public hearing (the "*Hearing*") for the 13th day of January, 2020, concerning the intent of the Board to sell said bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Journal Gazette*, the same being a newspaper of general circulation in the District, and (ii) by posting at least 72 hours before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available for public review during the entire 72-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 13th day of January, 2020, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 13th day of January, 2020; and

WHEREAS, it is necessary and in the best interests of the District that the District's outstanding General Obligation Debt Certificates (Limited Tax), Series 2019 (the "*Certificates*"), be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Certificates on their earliest possible call date, and provide for the giving of proper notice to the registered owners of the Certificates:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow an amount not to exceed \$12,500,000 upon the credit of the District and as evidence of such indebtedness to issue the bonds of the District to said amount, the proceeds of said bonds to be used for paying the Claims, and it is necessary and for the best interests of the District that there be issued not to exceed \$12,500,000 of said bonds.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District an amount not to exceed \$12,500,000 for the purpose aforesaid; and that bonds of the District (the "*Bonds*") shall be issued to said amount and shall be designated "*General Obligation Community College Bonds, Series 2020.*" The Bonds, if issued, shall be dated such date (not later than August 10, 2020) as set forth in the Bond Notification (as hereinafter defined), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption on December 1 of each of the years (not later than 2023), in the amounts (not exceeding \$6,500,000 per year) and bearing interest at the rates (not exceeding 5.00% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed

upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the bond registrar and paying agent (which shall be the Treasurer of the Board (the "*Treasurer*"), the hereinafter defined Purchaser or a bank or trust company authorized to do business in the State of Illinois) set forth in the Bond Notification (the "*Bond Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the designated office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chair of the Board (the "*Chair*") and the Secretary, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Bond

Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. (a) *General.* The District shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this Resolution to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District for the Bonds. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be

authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. If so requested by the Purchaser, upon

initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chair, Secretary and the chief business official of the District and the Bond Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the District and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount

with respect to the principal of or interest on the Bonds. The District and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated

Bonds, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

On or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the District in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the District by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for

redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraph [6] and those thereafter as shall be appropriate shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF COLES, CHRISTIAN, CLARK, CLAY, CRAWFORD, CUMBERLAND, DOUGLAS,
EDGAR, EFFINGHAM, FAYETTE, JASPER, MACON, MONTGOMERY, MOULTRIE AND SHELBY

COMMUNITY COLLEGE DISTRICT NO. 517

GENERAL OBLIGATION COMMUNITY COLLEGE BOND, SERIES 2020

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: ____% Date: December 1, 20__ Date: _____, 2020 [CUSIP
193810 ____]

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2020, until said Principal Amount is paid. Principal of this Bond is payable in lawful

money of the United States of America upon presentation and surrender hereof at the designated office of _____, _____, _____, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, by its Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Chair and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN
Chair, Board of Trustees

SPECIMEN
Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN
Treasurer, Board of Trustees

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
_____ / _____ / _____

This Bond is one of the Bonds described in the within mentioned resolution and is one of the General Obligation Community College Bonds, Series 2020, of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois.

as Bond Registrar

By _____ SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

COMMUNITY COLLEGE DISTRICT NO. 517

COUNTIES OF COLES, CHRISTIAN, CLARK, CLAY, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FAYETTE, JASPER, MACON, MONTGOMERY, MOULTRIE AND SHELBY AND STATE OF ILLINOIS

GENERAL OBLIGATION COMMUNITY COLLEGE BOND, SERIES 2020

[6] This Bond is one of a series of bonds issued by the District to pay claims against the District, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by said Board of Trustees by resolutions duly and properly adopted for that purpose, in all respects as provided by law.

[7] [Mandatory Redemption provisions, as applicable, will be inserted here].

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the District maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the designated office of the Bond Registrar in _____, _____, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and

cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[11] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Sale of Bonds. The Chair or Vice-Chair of the Board and any of the President of Lake Land College (the "*President*"), the Vice President for Business Services of the District or the Comptroller of the District (the "*Designated Representatives*") are hereby authorized to proceed not later than the 1st day of July, 2020, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Resolution. The Bonds hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered the purchaser thereof (the "*Purchaser*") upon receipt of the purchase price therefor, the same being not less than 99.0% of the principal amount of the Bonds (net of any original issue discount) plus accrued interest (if any) to date of delivery. The Purchaser for the Bonds shall be: (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois ("*PMA*"), the best bidder for the Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer's Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act, or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however,* that the Purchaser as set forth in either (b) or (c) shall be selected

only upon receipt by the District of the written recommendation of PMA that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the District because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds; and *further provided*, that the Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the District.

Prior to the sale of the Bonds, any of the Designative Representatives is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or

authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Chair, Secretary, Treasurer and any other officers of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the District and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The Bonds before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement or by the District of any Term Sheet or other offering documents relating to the Bonds (collectively, the "*Offering Documents*") is hereby ratified, approved and authorized; the execution and delivery of the Offering Documents is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions

contemplated by the Purchase Contract, this Resolution, the Offering Documents and the Bonds.

Section 9. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2020	\$6,600,000	for interest and principal up to and including June 1, 2022
2021	\$6,600,000	for interest and principal
2022	\$6,600,000	for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected. Principal and interest on the Bonds due on or before June 1, 2021 will be paid from lawfully available funds of the District.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Chair, Secretary and Treasurer who are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks of The Counties of Coles, Christian, Clark, Clay, Crawford,

Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, Illinois (the "*County Clerks*"), in a timely manner to effect such abatement.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Section 10. Filing of Resolution. Forthwith upon the passage of this Resolution, the Secretary is hereby directed to file a certified copy of this Resolution with the County Clerks, and it shall be the duty of the County Clerks to annually in and for each of the years 2020 to 2022, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for community college purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general educational purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "*Bond and Interest Fund of 2020*" (the "*Bond Fund*"), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this resolution shall also be filed with the Treasurer.

Section 11. Use of Bond Proceeds. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with all the requirements of the Act. Accrued interest received on the delivery of the Bonds and principal proceeds of the Bonds in an amount not to exceed \$1,000,000 is hereby appropriated for the purpose of paying interest due on the Bonds through June 1, 2021, and is hereby ordered deposited into the Bond Fund. The remaining principal proceeds of the Bonds and any premium received on the delivery of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying and canceling the Claims, and that portion thereof not needed to pay such costs shall be used solely and only to pay and cancel the Claims. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by PMA or the Purchaser on behalf of the District from the proceeds of the Bonds.

Section 12. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the "IRS") of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the District may be treated as a "taxpayer" in such examination and agrees that it will

respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the Chair, Secretary and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 13. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 14. Duties of Bond Registrar. If requested by the Bond Registrar, the Chair and Secretary are authorized to execute the Bond Registrar's standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided for herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon redemption prior to maturity or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 15. Call of the Certificates. In accordance with the redemption provisions of the resolution authorizing the issuance of the Certificates, the District by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) all of the outstanding Certificates for redemption on the date so designated in the Bond Notification. The certificate registrar for the Certificates is hereby authorized and directed to give timely notice of the call for redemption of the Certificates. The form and time of the giving of such notice regarding the redemption of the Certificates shall be as specified in the resolution authorizing the issuance of the Certificates.

Section 16. Continuing Disclosure Undertaking. If so requested by the Purchaser, the Chair is hereby authorized, empowered and directed to execute and deliver a

Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the District and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Chair on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

Section 18. Record-Keeping Policy and Post-Issuance Compliance Matters. On the 11th day of November, 2013, the Board adopted a record-keeping policy (the “Policy”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

Section 19. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 20. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted February 10, 2020.

Chair, Board of Trustees

Secretary, Board of Trustees

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chair directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Chair declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
 COUNTY OF COLES)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "Board"), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 10th day of February, 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION providing for the issue of not to exceed \$12,500,000 General Obligation Community College Bonds, Series 2020, of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 10th day of February, 2020.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
 COUNTY OF COLES)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the "Board") of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, and as such official I do further certify that on the 10th day of February, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of not to exceed \$12,500,000 General Obligation Community College Bonds, Series 2020, of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board on the 10th day of February, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 10th day of February, 2020.

Treasurer, Board of Trustees

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Dr. Jim Hull, Vice President for Workforce Solutions and Community Education

CC:

DATE: January 30, 2020

RE: Approval of Bid for Purchase of Forklifts

The College recently solicited bids for two forklifts for the Department of Corrections Warehousing Program at the Southwestern Correctional Center.

For the bidding process, we advertised in major daily in-district newspapers and on the College's Facilities website, and mailed the specifications to area contractors. Below is a listing of the bids that were received:

<u>Name</u>	<u>Total Bid</u>
Forklifts of St. Louis St. Louis, Missouri	\$68,539
Technology International, Inc. Lake Mary, Florida	\$64,300

Based on the bids received, it is my recommendation that we award this bid to Forklifts of St. Louis, of St. Louis, Missouri, for the Forklifts. Neither bidder was able to deliver by the specified timeline, but Forklifts of St. Louis is able to deliver prior to the end of the fiscal year while Technology International is not able to deliver until sometime in FY21. Additionally, Forklifts of St. Louis is in close proximity to the Southwestern Illinois Correctional Center and able to provide service and maintenance quickly while the competing bidder is located in Florida.

Please do not hesitate to contact me if you have any questions or need any further clarification.

LAKE LAND
COLLEGE
BID TABULATION

Lake Land College
 5001 Lake Land Boulevard
 Mattoon, Illinois 61938

Lake Land College Forklifts Bid Tab
 Project No. 2020-001
 BID DATE: January 30, 2020 - 2:00 PM

CONTRACTOR	Total Bid					
Forklifts of St. Louis St. Louis, Missouri	\$68,539					
Technology International, Inc. Lake Mary, Florida	\$64,300					

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
February 10, 2020**

The following employees are recommended for FMLA leave. Board policy 05.14.12.

Barker, Danielle	FMLA	11/06/2019-06/30/2020
Miller, Tara	FMLA (Intermittent)	01/07/2020-08/07/2020
Taylor, Debra	FMLA	02/03/2020-04/17/2020

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Beliz, Jenny	IEL Instructor Primary Position is Adj Faculty Humanities	01/13/2020
Cather, Darci	Adjunct Faculty Humanities Division Primary Position is Dean of Guided Pathways	01/13/2020
Earnst, Cassie	Allied Health LPN Clinical Instructor Primary Position is Allied Health BNA Cln Instr	01/10/2020
Gentry, Maria	Tutor-Disability Services - Student Primary Position is Tutor - Student Lrng Asst	01/13/2020
Gentry, Maria	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	01/13/2020
Godinez, Julio	Adjunct Faculty Social Science Primary Position is Baseball Coach	01/13/2020
McConkey, Ashlan	Career Services Assistant Primary Position is CWS Career Services	01/15/2020
Porter, Cassandra	Allied Health LPN Substitute Instructor Primary Position is Nursing Instructor	01/17/2020
Powers, Gregory	CBI Non-credit Instructor Primary Position is Speech Comm Instr	06/01/2020
Satterfield, Ryan	Tutor-Disability Services - Bachelor Primary Position is Adj Faculty Technology	01/21/2020
Satterfield, Ryan	Tutor - Bachelor's Community Education Primary Position is Adj Faculty Technology	01/21/2020
Satterfield, Ryan	Tutor - Bachelor's Degree - Learning Asst Primary Position is Adj Faculty Technology	01/21/2020
Zeller, Nicole	Allied Health LPN Substitute Instructor Primary Position is Nursing Instructor	01/17/2020

Part-time - Grant Funded

Gentry, Maria	Tutor-Student Carl Perkins	01/13/2020
	Primary Position is Tutor - Student Lrng Asst	
Satterfield, Ryan	Tutor - Bachelor's Carl Perkins	01/21/2020
	Primary Position is Adj Faculty Technology	

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Hacker, Aaron	Adjunct faculty DOC	01/03/2020
Miller, Candace	Cheer Sponsor	10/20/2019

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Unpaid Volunteer		
Gardner, Michelle	Assistant Softball Coach Unpaid Volunteer	01/13/2020
Hale, Tori	Dual Credit Instructor	01/27/2020
Lovell-Hayes, Nicole	Auxiliary Services Volunteer	01/28/2020
Murphy, Alan	Athletic Internship Unpaid	01/16/2020
Murray, Tyson	Athletic Internship Unpaid	01/13/2020
Smith, Rebekah	Dual Credit Instructor	01/09/2020

Full-time - Grant Funded

Adams, Trisha	Corr Office Asst- Murphysboro Life Skills	01/27/2020
Bantrup, Vicki	Correctional Office Assistant-Dixon CC	01/27/2020
Hampton, Tanya	Correctional Cosmetology Instr-Dixon CC	01/06/2020
Jackson, Kaitlin	Administrative Assistant to TRIO	03/30/2020
McCullum, William	Associate Dean of Correctional Programs- Illinois River CC	02/11/2020
Nau, Jessica	Corr Comm Custodial Instr-Joliet Treatment	01/27/2020
Saathoff, Sara	Correctional Office Asst-Graham CC	02/11/2020
Smith, Miranda	Correctional Horticulture Instr-IYC St. Charles	01/27/2020
Vancil, Jami	Correctional Office Asst-Pinckneyville CC	01/28/2020

Part-time

Dennis, Tracy	Adjunct Faculty Social Science	01/14/2020
Gentry, Maria	Tutor - Student Learning Assistance	01/13/2020
Graver, Emily	Fitness Center Specialist	01/14/2020
Matusik, Morgan	IDOT QMTP Lab Assistant	01/14/2020
Maxey, Sara	Tutor - Student Learning Assistance	01/27/2020
Meeker, Allison	Dual Credit Coordinator	01/27/2020
Probst, Rachel	Bookstore Rush Worker	01/13/2020
Rehmel, Michael	Adjunct Faculty Technology	01/13/2020
Reynolds, Makenzie	Internship & Employment Coordinator	01/06/2020

Part-time - Grant Funded

Brummet, Brenton	Perkins Student Worker - Business	01/24/2020
Figuroa, Chaskiesha	Pathways Classroom Assistant	01/21/2020
Lapington, Kyle	Adjunct DOC College Funded Instructor	01/13/2020
Stirrett, Breanna	Adjunct DOC College Funded Instructor	01/13/2020
Weiler, Lysie	Adjunct DOC College Funded Instructor	01/13/2020

College Work Studys

McClenahan, Chavala	College Work Study - Counseling	01/14/2020
Noel, Melaina	College Work Study - Bookstore	01/02/2020
Parsons, Riley	College Work Study - Bookstore	01/02/2020
Rothrock, Brett	College Work Study - Business	01/14/2020

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Unpaid Volunteer		
Hoelscher, Alex	Asst Baseball Coach Volunteer	05/10/2019
Jimenez, Cameron	Asst Baseball Coach Volunteer	12/01/2019
Lance, Samuel	Asst Softball Coach Unpaid	12/01/2019
Porter, Amory	Asst Softball Coach Unpaid	08/01/2018
Spisok, Leighton	Peer to Peer - Business	12/06/2019

Full-time

Harrington, Elizabeth	Adm Asst Dean Correctional Programs	02/14/2020
Miller, Tara	Corr Office Assistant – Lincoln CC	02/17/2020

Part-time

Bridges, Carrie	Adj Faculty Business	12/16/2018
Calderini, Chris	Adj Doc College Funded Instr	12/16/2018
Garretson, Deborah	Print Shop Technician Assist	01/17/2020
Gorenz, Nicholas	Commercial Driver Training Instr	11/17/2019
Henderson, Savanna	Marketing & PR Intern	01/06/2020
Huddlestun, Carla	Adj Faculty Business	12/15/2019
Keplar, Vera	Non-Credit Instructor	04/03/2019
Lockhart, Haley	Athletic Trainer	11/03/2019
Mayberry, Jeffrey	Adj Doc College Funded Instr	05/19/2019
Phillips, Molly	Special Needs Note Taker	12/15/2019
Plummer, Robert	Allied Health EMS Adjunct Faculty	05/19/2019
Vaught, Marjane	Adj Faculty Social Science	12/15/2019

College Work Studys

Beeler, Kaylene	College Work Study - Counseling	12/23/2019
Ervin, Anika	College Work Study - Printshop	12/29/2019
Rothrock, Brett	College Work Study - Business	01/14/2020
Slaughter, Jenna	College Work Study - Counseling	12/23/2019

Transfers/Promotions

The following employees are recommended for a change in position

	Position	Effective Date
Full-time		
Niemerg, Kellie	Director of Effingham Education Centers Transferring From: Financial Aid Loan Specialist	03/01/2020

Part-time - Grant Funded

Verdin, Brandy	TRIO SSS Enrollment Assistant Transferring From TRIO SSS Student Assistant	01/02/2020
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