

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
February 14, 2022
Regular Meeting No. 662

Table of Contents

	Page
Agenda for February 14, 2022, Regular Meeting	3
Minutes for January 10, 2022, Regular Meeting	6
Supplemental Information for February 14, 2022, Regular Meeting	15

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

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



Regular Meeting No. 662
Monday, February 14, 2022, 6:00 p.m.
Board and Administration Center, Room 011, Mattoon

In alignment with the College's Pandemic Response Safety Protocols, masks covering the nose and mouth will be required for all individuals attending the meeting.

Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Items.

(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 10, 2021, Regular Meeting.
2. Approval of Agenda of February 14, 2022, Board of Trustees Meeting.
3. Bills for Payment and Travel Expenses.

For summary and details of bills refer to:

<https://www.lakelandcollege.edu/board-of-trustees/>

II. Hearing of Citizens, Faculty and Staff.

III. Committee Reports.

A. ICCTA/Legislative	Ms. Denise Walk Mr. Gary Cadwell
B. Resource & Development	Mr. Gary Cadwell
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Kevin Curtis
E. Foundation	Mr. Tom Wright
F. Student Report	Ms. Katherine Greuel
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 – Development of the Crime Scene Tech Certificate.	
2. Monthly Data Point Discussion: Summary of Feedback from Strategic Planning Focus Group Discussions.	15-21
3. Spring 2022 Tenth Day Enrollment Report.	
4. Proposed Revisions to Board Policy 07.01.01 - <i>Admission of International Students.</i>	22-24
5. Corrected Policy 08.04 - <i>College Closings Due to Severe Weather, Mechanical Failure, or Power Failure.</i>	25-27
6. Calendar of Events.	28-29

B. Action Items.

	Board Book Page Number(s)
1. Approval of Planned Retirement Requests.	30
2. Approval of Bid for the Printing and Mail Preparation of the 2022 Spring and Summer College Magazine.	31-32
3. Approval of Bid for Forklifts.	33-34
4. Approval to Modify Neal Hall CDB Project Costs and Timeline.	35-45
5. Acceptance of December 2021 Financial Statements.	46-49
6. Approval of Recipients for the Following Awards:	50-59

Lake Land College Board of Trustees
 Agenda – February 14, 2022
 Page 3

- Distinguished Service Award;
 - Alumnus Achievement Award;
 - Retiree Wall of Fame Inductees;
 - Pacesetter Award.
- | | | |
|-----|--|---------|
| 7. | Declaration of Surplus Items from the Athletics Department and John Deere Program. | 60 |
| 8. | Approval of College Architect. | 61 |
| 9. | Approval of Hourly Wage Rate for the Clinical Dentist. | 62 |
| 10. | Approval of CTS Addendum to Performance Contract for Bipolar Ionization Project. | 63-106 |
| 11. | Approval of Bipolar Ionization Project. | 107-118 |
| 12. | Closed Session.
Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) and (8), closed session is called to discuss the appointment, employment, compensation, performance, discipline or dismissal of specific employees and to discuss security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.
[Return to Open Session - Roll Call] | |
| 13. | Approval of Network and Technology Software Purchases to Enhance Cybersecurity Preparedness as Discussed in Closed Session. | 119 |
| 14. | Approval of Human Resources Report as Discussed in Closed Session. | 120-122 |

V. Other Business. (Non-action)

VI. Adjournment.

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



Regular Board Meeting No. 661
Board and Administration Center, Room 011
Mattoon, IL
January 10, 2022

Minutes

Call to Order.

Chair Sullivan called the January 10, 2022, 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, IL.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis; Ms. Doris Reynolds; Mr. Dave Storm; Mr. Mike Sullivan, Chair; Mr. Thomas Wright, Secretary; and Student Trustee Katie Greuel.

Trustees Absent: Ms. Denise Walk.

Others Participating via Telephonic or Electronic Means: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Jean Anne Grunloh, Chief of Staff; Mr. Greg Nuxoll, Vice President for Business Services; and members of the staff.

Approval of Consent Items.

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

1. Approval of Minutes of December 13, 2021, Regular Meeting.
2. Approval of Minutes of December 13, 2021, Closed Session.
3. Approval of Agenda of January 10, 2022, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Lake Land College Board of Trustees
 Minutes – January 10, 2022
 Page 2 of 9

Education Fund	\$	131,112.00
Building Fund	\$	7,260.06
Site & Construction Fund	\$	15,330.00
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	52,422.81
Restricted Purposes Fund	\$	196,136.61
Working Cash Fund	\$	-
Audit Fund	\$	9,380.00
Liability Insurance Fund	\$	17,345.31
Student Accts Receivables	\$	123,061.66
Total	\$	552,048.45

For a summary of trustee travel reimbursement and details of bills refer to:
<https://www.lakelandcollege.edu/board-of-trustees/>

5. Destruction of Tape Recordings of July 13, 2020, Closed Session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Walk.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Cadwell, alternate Legislative Liaison to ICCTA, said he had no report at this time.

Resource & Development.

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

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 Curtis, Committee Chair, said the Committee met recently to review the Foundation's Named Spaces Planner. He also noted that the Committee had met in November 2021 to review and recommend approval for proceeding with a landscape architect agreement which will be presented later in the agenda.

Foundation.

Trustee Wright, Foundation Liaison, highlighted the following information and said this was provided by Ms. Christina Donsbach, Executive Director for College Advancement:

- Kellie Niemerg joined our team as the Foundation Awards & Corporate Relations Coordinator and started December 27.
- The first Foundation Board meeting for 2022 is set for January 24, 2022 at 5 p.m.
- February 14 will be the Foundation's 2nd annual Love A Laker Giving Day where we encourage alumni, community members, employees and students to make a gift of any size.
- The first round of scholarship applications wrap up January 31 with selections and awards to take place soon after.
- The Foundation is having a banner year in fundraising thanks to our very generous donors! To date, we are currently 284 donations higher than last year at this time and 731% higher with total donations sitting at \$3.1M.

Student Report.

Student Trustee Katie Greuel had no report.

President's Report.

- Lake Land received a payment of \$350,746 in December from the Illinois Department of Corrections (IDOC) and no payments from the Illinois Department of Juvenile Justice (IDJJ) toward the FY2022 outstanding balance. A total of \$1.8 million remains outstanding for IDOC and \$118,305 for IDJJ.
- In December, the College received payments from the State of Illinois for FY 2022 credit hour reimbursement of \$333,617 and equalization payments of \$505,251. A balance of \$3.2 million remains outstanding for credit hour reimbursement and \$3.0 million for equalization.
- The College received property tax payments totaling \$521,575 million in December.

Business Items.

Lake Land College Board of Trustees
Minutes – January 10, 2022
Page 4 of 9

Non-action Items.

Quarterly Investment Report.

Mr. Gary Swearingen, financial advisor with SC3F Wealth Management Group (formerly Wells Fargo Advisors), highlighted the Quarterly Investment Report for the period ending December 31, 2021.

Strategic Plan Bi-Annual Report.

Ms. Jean Anne Grunloh, Chief of Staff, provided highlights of the Strategic Plan Bi-Annual report.

Monthly Data Point Discussion: Diversity, Equity and Inclusion KPI.

Ms. Grunloh highlighted data related to how the College supports students with appropriate learning accommodations.

Strategic Planning Survey Results.

Dr. Lynn Breer, Director of Institutional Research and Reporting, presented the results of the strategic planning survey, which was completed by 715 people including students, faculty staff, board members and community stakeholders.

Calendar of Events.

Trustees reviewed a calendar of upcoming events.

Action Items.

Approval of Faculty Seniority Listing.

Trustees heard a recommendation from Mr. Jon Althaus, Vice President for Academic Services, for the Board to approve the Faculty Seniority Listing effective January 10, 2022. 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. He also said Division Chairs and administrators have reviewed the list and believe it is in compliance with the Act.

Trustee Curtis moved and Trustee Cadwell seconded to approve as presented the Faculty Seniority Listing effective January 10, 2022.

There was no further discussion.
Roll Call Vote:

Lake Land College Board of Trustees
Minutes – January 10, 2022
Page 5 of 9

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.
No: None.
Advisory Vote: Student Trustee Greuel voted yes.
Absent: Trustee Walk.
Motion carried.

Approval of 2022 Schedule of Board of Trustees Meetings.

Trustees reviewed the proposed schedule of regular Board meetings to be held in 2022. Dr. Bullock said Board meetings have traditionally been held on the second Monday of each month.

Trustee Cadwell moved and Trustee Curtis seconded to approve as presented the 2022 Schedule of Board of Trustees Meetings.

There was no further discussion.
Roll Call Vote:
Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.
No: None.
Advisory Vote: Student Trustee Greuel voted yes.
Absent: Trustee Walk.
Motion carried.

Acceptance of Reporting of November 2021 Financial Statements.

Trustees reviewed the November 2021 Financial Statements and heard from Mr. Greg Nuxoll, Vice President for Business Services, regarding an update for the November 2021 Financial Statements.

Trustee Storm moved and Trustee Reynolds seconded to approve as presented the November 2021 Financial Statements.

There was no further discussion.
Roll Call Vote:
Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.
No: None.
Advisory Vote: Student Trustee Greuel voted yes.
Absent: Trustee Walk.
Motion carried.

Approval of Adding Additional Proximity Card Readers to Campus Buildings.

Trustees heard a request from Mr. Nuxoll that the Board approve the installation of 36 additional proximity card readers and related equipment to 14 campus buildings at a cost of \$152,873 per a quote from Dynamic Controls, Inc. of East Peoria, Illinois.

Lake Land College Board of Trustees
 Minutes – January 10, 2022
 Page 6 of 9

Trustee Storm moved and Trustee Curtis seconded to approve as presented a project for Dynamic Controls, Inc. of East Peoria, Illinois, to install 36 additional proximity card readers and related equipment to 14 campus buildings at a cost of \$152,873, utilizing a portion of the College's allocated HEERF III dollars to fund the project.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Walk.

Motion carried.

Approval of Bid for Water Cooler Replacement Project..

Trustees heard a recommendation from Mr. Nuxoll that the Board approve the bid from Davis-Houk Mechanical, Inc. of Urbana, Illinois, in the amount of \$44,970, for a water cooler replacement project. Trustees were provided the bid tabulation sheet detailing Davis-Houk submitting the lowest of three bids received.

Trustee Curtis moved and Trustee Storm seconded to approve as presented the bid from Davis-Houk Mechanical, Inc. of Urbana, Illinois, in the amount of \$44,970, for the water cooler replacement project #2021-017.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Walk.

Motion carried.

Approval of Proposed Revisions to Board Policy 07.24 – Graduation Requirements.

Trustees heard a recommendation from Dr. Bullock for the Board to waive first reading and approve proposed revisions to the above-referenced policy. Details of the proposed changes were provided to each Trustee. Dr. Bullock said that the current policy states that "only courses at the 040 course level or above will count toward graduation." He said a clarification is needed to this policy to align with current administrative practices and clarify for students that the course Reading (RDG) 050 does not fulfill graduation requirements.

Trustee Curtis moved and Trustee Storm seconded to waive first reading and approved as presented proposed revisions to Board Policy 07.24 – *Graduation Requirements*.

There was no further discussion.

Roll Call Vote:

Lake Land College Board of Trustees
 Minutes – January 10, 2022
 Page 7 of 9

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Walk.

Motion carried.

Approval of Contract with Landscape Architect.

Trustees heard a request from Mr. Nuxoll for the Board to approve a five-year Master Agreement for Landscape Architect and Design Services with Planning Design Studio of St. Louis, Missouri. Mr. Nuxoll reminded Trustees that the College has made a decision to embark upon a multi-year beautification plan of the main campus and the Board approved the hiring of Planning Design Studio to serve as the College's landscape architect during the November 2021 regular Board meeting. He said that funds were included in our FY 2022 budget for the hiring of a landscape architect. Trustees reviewed a memorandum from Mr. Nuxoll which detailed the proposed hourly rates for architect services.

Trustee Curtis moved and Trustee Storm seconded to approve a five-year Master Agreement for Landscape Architect and Design Services with Planning Design Studio of St. Louis, Missouri.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Walk.

Motion carried.

Approval of Human Resources Report as Discussed in Closed Session.

Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the Report as presented and he highlighted some of the recommended personnel changes.

Trustee Curtis motioned and Trustee Storm seconded to approve as presented the standard Human Resources Report.

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

Pender, Diane	12/1/2021-Intermittent
Devries, Jodyne	1/24/22-4/15/22
Alexander, Amber	12/9/21-2/03/22

Additional Appointments

The following employees are recommended for additional appointments

Position

Effective Date

Lake Land College Board of Trustees
 Minutes – January 10, 2022
 Page 8 of 9

Part-time

Cardenas, Gordon	Basketball Scorers/Timers	12/10/21
Songo, Divine	Bookstore Rush Worker	1/3/22

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Ervin, Rachel	Admissions Representative	01/11/22
Nead, Kaitlyn	Admissions Representative	01/11/22

Part-time Grant Funded

Eddy, William	Talent Search Tutor - Bachelors	12/15/21
---------------	---------------------------------	----------

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Burton, Marcie	Correctional Career Technology Instructor	12/30/21
Laumbattus, Douglas	Associate Dean of Correctional Programs	12/28/21
Miller, Karla	Director Tutoring and Testing Center(Retired)	12/31/21
Parish, Wesley	Correctional Custodian Instructor	11/30/21

Part-time

Baker, Jessica	Covid Test Collection Assistant	11/28/21
Broyles, Eleanor	Fitness Center Specialist	12/12/21
Cline, Carol	Allied Health BNA Clinical Instructor (hourly)	8/8/21
Eddy, Addison	Newspaper Editor - Student Newspaper	11/28/21
Loy, John	Police Officer	11/26/21
Parkison, Shawn	IEL Instructor	5/16/21
Pike, Jordan	Part-Time Groundskeeper	12/10/21
Stewart, Megan	Cosmetology Clinical Instr (hourly)	12/9/21
Stortzum, Justin	Adjunct Faculty Humanities Division	5/16/21
Wilson, Kaylee	Special Needs Note Taker	12/10/21

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Bunch-Epperson, Genine	Alternative Education Instructor Transferring from-Traffic Safety Instructor	01/24/22
Gill, Michelle	Accounting & Payroll Specialist Transferring from Accounting Assistant II	01/24/22
Hartke, Pam	Associate Dean of Enrollment Management	01/24/22

Lake Land College Board of Trustees
 Minutes – January 10, 2022
 Page 9 of 9

	Transferring from- Admissions Representative	
Part-time		
Caldeira, Lara	Covid Test Collection Assistant	12/20/21
	Transferring from-Test proctor	
College Work Study		
Puckett, Logan	College Work Study - Student Life	12/16/21
	Transferring from- Tutor - Student Lrng Asst	

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Greuel voted yes.

Absent: Trustee Walk.

Motion carried.

Other Business. (Non-action)

Trustee Wright thanked the Board for the plant sent to him recently in memory of his father.

Trustee Curtis shared data regarding CDL truck driver shortages which he learned while participating in a recent conference call for agriculture professionals.

There was no additional discussion.

Adjournment.

Trustee Curtis moved and Trustee Storm seconded to adjourn the meeting at 7:08 p.m.

There was no further discussion.

Motion carried by unanimous voice vote.

Approved by:

 Board Chair

 Board Secretary

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

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

Focus Group Summary Analysis

During the fall of 2021, Lake Land College conducted a total of 48 focus groups with students, faculty and staff, the Board of Trustees, and community members to obtain input to identify and develop goals and objectives for the new strategic planning cycle beginning in FY23. These focus groups were held on campus and in various community locations throughout Lake Land's district. The Strategic Planning Committee developed a facilitator's guide for facilitators to follow while leading the focus groups. Facilitators were asked to concentrate group discussions on one of the following five issues impacting higher education: economic/financial, social, academics and technology, workforce, and collaboration. A total of 533 stakeholders attended the 48 focus groups. Table 1 provides a breakdown of the number of focus groups by topic area along with the total number of participants by topic.

Topic	Number of Focus Groups	Number of Participants
Demographics	1	9
Social	9	91
Collaboration	7	91
Workforce	11	110
Academics & Technology	12	142
Economics/Financial	8	90
Total	48	533

Focus group facilitators identified participants to attend their focus group sessions and sent them the Trend Analysis Executive Summary for them to review prior to the focus group meeting. The Trend Analysis Executive Summary highlights the prominent ideas and issues identified through the research detailed in the Trend Analysis Report. Each of the key takeaways are linked to the full section in the report where the research is presented. This provided participants with the opportunity to review pertinent highlights and/or the full detailed reports of specific topics prior to the focus groups.

Facilitators opened the focus group discussions using three questions to generate discussions. These questions included: 1) What are your initial thoughts on the associated challenges with this topic? 2) How do these challenges impact Lake Land College today? 3) How will these challenges impact Lake Land College in the future? Once discussions were completed, facilitators asked participants to identify the three to five essential issues or actions discussed that Lake Land should address or undertake in the next five years to face these challenges and ensure Lake Land continues to provide students the best opportunities for success.

Summary Analysis of Feedback

Using the issues and ideas raised through the focus group discussions, a summary of the emerging themes related to proposed essential issues and actions that Lake Land should address over the next five years are provided below. These themes are organized by issues and actions for students, for faculty and staff, and for the College overall.

Student Focused Issues and Actions

- I. Student Success.
 - a. Increase mental health services for students.
 - i. Increase mental health-awareness and provision.
 - ii. Provide a full time clinical therapist on staff.
 - iii. Find strategies to reduce feelings of social isolation.
 - b. Provide mentor programs—peer to peer—sophomore with freshmen.
 - c. Provide more social supports.
 - d. Provide learning communities.
 - e. Provide support wrap around services for students.
 - f. Teach coping and time management skills.
 - g. Promote personal connections between students and staff/faculty.
 - h. Increase and/or encourage higher levels of student engagement.
 - i. Within the classroom.
 - ii. Extracurricular activities.
- II. Academic Courses.
 - a. Provide flexible Course Scheduling and Delivery Methods.

- i. Provide a variety of course options including face-to-face, online and Hy-Flex.
 - ii. Provide flexible course schedules with varying times and dates to fit schedules for students.
 - iii. Provide options for block schedules.
 - b. Promote interpersonal communication and soft/essential skills across all classes.
 - c. Assess students' computer skills.
- III. Technology.
 - a. Provide updated and current technology for students.
 - b. Conduct detailed assessment of student computer skills as they enroll in college.
 - c. Provide training on new technology for students.
 - d. Offer mandatory training to students on how to take an online class.
 - i. Provide strategies for being successful in an online course.
 - ii. Provide strategies to help students with discipline in online courses.
 - iii. Test students to see if they are a good fit for online courses.

Faculty & Staff Focused Issues and Actions

- IV. Programs/Training.
 - a. Keep up with new technology (training and programs need to do this).
 - b. Expand curriculum in programs.
 - i. Include soft (essential) and interpersonal skills in programs.
 - ii. Expand curriculum in technology programs.
 - iii. Expand curriculum in IT programs.
 - iv. Include skills for remote work.
 - c. Provide technology support to faculty, staff, and students.
 - d. Expand short-term trainings, certificates, and credentials.
 - e. Provide faculty training for course development.
 - f. Provide interpersonal training for college staff.
 - g. Build summer programs to showcase manufacturing career opportunities.
 - h. Create a short-term, incentivized program for child care providers.
 - i. Maintain trained staff to utilize current technology and multiple modalities.
 - j. Provide comprehensive staff training on any new technology.

- k. Increase connections and engagement between faculty and students.
- l. Keep students engaged—especially online students.
- m. Provide faculty and staff with clear expectations for handling social and mental issues with students.
- n. Listen to student feedback.
- o. Connect programs with financial outcomes.
- p. Connect courses with skill sets.

College Level Focused Issues and Actions

- V. Partnerships & Collaboration.
 - a. Business and Industry, Employers.
 - i. Expand opportunities for student internships, apprenticeships, on the job training, job shadowing, and job placement.
 1. Develop an apprenticeship network.
 2. Integrate apprenticeships/internships/on the job training into more programs across the college.
 3. Develop more program internships and sponsors with business and industry.
 4. Look for sponsors outside of district with a presence in the district (e.g., Google, Amazon, etc.).
 - ii. Provide and expand short term certificates/trainings/programs.
 - iii. Identify vocational skills needed by area employers.
 - iv. Expand corporate level partnerships like John Deere.
 - v. Meet the employers' needs (i.e., short term training to reduce time from work, flexibility on training—times and frequency offered).
 - vi. Work with more employers to provide employer paid trainings or classes paid by employers.
 - vii. Provide more vocational training.
 - viii. Offer competency/skill based credentials.
 - ix. Provide upskilling/reskilling training for district business employees.
 - x. Partner more with Industry on campaigns and marketing plans.

- xi. Expand partnerships with industry to provide training schedules and programs that offer the flexibility to meet worker and business needs.
- xii. Identify ways to keep students and workers in the district.
- xiii. Provide assistance to businesses with tuition reimbursement programs.

b. K-12 education

- i. Expand dual credit for smaller school districts in the area.
- ii. Expand dual credit to include more CTE focused courses.
- iii. Enhance dual credit advisement so students don't take unnecessary credits.
- iv. Develop a strong collaborative partnership LIFT of Mattoon.
- v. Provide high school to college transitional courses.
- vi. Share technology and software utilized among high schools and Lake Land. Should transitional courses be offered to get them used to different technology and software?
- vii. Provide more options for remedial high school math.
- viii. Educate high school counselors.
 - 1. Provide information about careers with short term training options.
 - 2. Share information about Lake Land's resources.
- ix. Utilize high school programs and clubs (e.g., FFA, honor society, etc.) to promote academic and extracurricular programs at Lake Land.
- x. Identify the roadblocks to higher education for local high school students.

- c. Build stronger relationships with district communities, cities, and towns.
- d. Build stronger collaborations within the college across departments and divisions.

VI. Marketing

- a. Market the benefits, value and relevance of education.
- b. Market salary differentials among HS diploma, certificates, associate, and bachelor's degrees.
- c. Link specific jobs to specific degrees.
- d. Market how Lake Land will contribute to success.

- e. Share more information on scholarships and financial aid.
 - f. Share more communication about college programs and services.
 - g. Share more information about resources available at Lake Land for students.
 - h. Share Lake Land's value with PARENTS and potential students.
 - i. Provide more information on technology available to students.
 - j. Promote advantages of community colleges.
 - k. Promote the technology and academics the college offers.
 - l. Provide greater outreach to the Hispanic community.
 - m. Develop demographic specific marketing initiatives or messages.
 - n. Choose "super star" programs and use high quality video to spotlight programs, faculty, and earning potential with a Lake Land degree.
 - o. Increase Laker presence at community events.
 - p. Market short term certificates.
 - i. Provide information related to direct connection to employment and salary.
 - ii. Promote promising careers that need little education/training and provide the education or training for these careers as well as salary information.
 - q. Market STEM programs to women.
- VII. Enrollment
- a. Identify and implement outcomes based initiatives to address enrollment challenges.
 - b. Provide technology for students in need.
 - c. Renew high school visits for recruiting—maybe start younger—junior high.
 - i. Invite faculty.
 - ii. Invite alumni.
 - iii. Invite representatives from business and industry.
 - iv. Invite current students.
- VIII. Funding/Economics
- a. Seek more grants.
 - b. Get creative with revenue sources.
 - c. Find more ways for college to be affordable for more students.
 - d. Pursue fair and equitable government funding.

- e. Address the employee wage compression issue.
- f. Identify strategies to utilize resources more efficiently.
- g. Invest in instructional technology.
- h. Improve and maintain college's technology infrastructure.
- i. Invest strategically in facilities that add value to instruction and curriculum.
- j. Invest in employee development.



MEMO

TO: Dr. Josh Bullock, President

FROM: Valerie Lynch, Vice President for Student Services

DATE: January 19, 2022

RE: Board Policy 07.01.01 – Admission of International Students

In January 2022, the Academic Standards Committee met and reviewed multiple College policies including 07.01.01-Admission of International Students. At that time, it was proposed by Jon Van Dyke, Dean of Admissions, that the wording of the policy be updated to reflect titles that have changed since the policy's last update. The attached document, which includes tracked changes, reflects the changes in titles. The committee has reviewed the proposed updates and recommends the following changes:

- (1) The current policy uses the term "U.S. Immigration and Naturalization Service." That agency is now called, "U.S. Citizenship and Immigration Services." The committee recommends changing the language.
- (2) The current policy uses the title "Director of International Studies Program." That position is now referred to as the "Coordinator of International Studies Program." The committee recommends changing the language.

On behalf of the Academic Standards Committee I am respectfully requesting that the Board review these updates for first reading at the February 2022 Board of Trustees Meeting.

I am happy to answer any questions that you or the Board may have. Thank you!

07.01.01

Admission of International Students

Lake Land College, in accordance with regulations of the U.S. ~~Immigration and Naturalization Service~~ Citizenship and Immigration Services, will admit citizens from other countries who meet the following admission requirements.

International students are accepted on the basis of available space in the various educational programs. Consideration is also given to selecting a diversified international student population. *All documents should be written in English or accompanied by an official English translation.* The admission of international students will be determined based upon the following criteria:

1. Completion of an International Student Application for Admission.
2. Submission of official transcripts showing completion of the equivalent of a high school (secondary) education.
3. Submission of official transcripts from any previous colleges or universities attended, including training in English as a Second Language. If student plans to transfer credit from a college or university outside of the United States, student must provide an evaluation completed by one of Lake Land College approved credential evaluation services.
4. Submission of a completed International Student Financial Affidavit and corresponding official bank statements or documentation supporting the ability to cover all expenses for an academic year. Tuition is charged at the out-of-state rates for international students, except students who are sponsored by a resident of the Lake Land College district or who have attended a minimum of one semester at an in-district high school, who will be charged tuition at the in-district rate.

Board Policy No. 07.01.01

5. Submission of proof of health insurance coverage. Students who do not provide proof of health insurance must immediately purchase a policy and submit documentation to the ~~Director~~ Coordinator of International Studies Program.¹
6. Students who have satisfied the English Proficiency requirement will be allowed to enroll in regular academic courses without any support from the Intensive English Language Program.

Students who have not met the English proficiency requirement will be required to enroll in the Intensive English language Program until they are adequately prepared for regular academic courses. Assignment to the appropriate level will be based on Lake Land College placement testing prior to registration.

7. Completion of the Lake Land College placement test consisting of math, reading, and English, or submission of ACT or SAT scores. This placement test will be deferred for students enrolled in the Intensive English Language Program.
8. Enrollment as a full-time student.
9. Students who already possess an F-1 visa and wish to transfer to Lake Land College must submit copies of current I-20 and F-1 visa.

¹ Board Policy No. 10.28.02

Adopted November 9, 1998
Revised May 12, 2003
Revised November 10, 2003
Revised November 14, 2005
Revised April 14, 2014
Revised December 8, 2014
Revised June 12, 2017
Revised January 19, 2022



MEMO

TO: Board of Trustees
Dr. Josh Bullock, President

FROM: Jean Anne Grunloh, Chief of Staff

DATE: February 2, 2022

RE: Correction of Board Policy 08.04 – *College Closings Due to Severe Weather, Mechanical Failure, or Power Failure.*

Please note that Board Policy 08.04 – *College Closings Due to Severe Weather, Mechanical Failure or Power Failure* has been updated to correct a title in item #9 of the policy for cancellation determinations of IDOT classes. This change has been made by the administration as this did not affect the content or intention of the policy.

08.04**College Closings Due to Severe Weather,
Mechanical Failure, or Power Failure**

In order to prepare for the event of inclement weather, mechanical or power failure, or other emergencies, the following procedures will be implemented:

1. Every effort will be made to keep the College main campus, the Kluthe Center for Higher Education and Technology, the Eastern Region Center, the Western Region Center, and Workforce Development Center/Center for Business and Industry open. In some cases, Lake Land College will remain open when elementary and secondary schools are closed.
2. The responsibility for canceling classes or closing for a specific period of time rests with the President of the College. Individual decisions by personnel should not be made.
3. The Lake Land College Chief of Police will be notified of any canceling or closings to allow for proper personnel coverage for safety of property, students, and staff.
4. When weather conditions prevent the opening of the College or cause a delayed opening of the College, announcements will be made on local radio and TV stations, and with text messaging, email and all other technology mediums available by 6:00 a.m. for that day.
5. Cancellation of day classes is not an automatic closing for evening sessions. The decision to close classes that begin at 5:00 p.m. or later will be made as close to 2:00 p.m. as possible.
6. The same radio and TV stations also will carry closing announcements in the event that evening sessions or activities have to be canceled on a day that the College was otherwise open.

Board Policy 08.04

7. In cases of inclement weather, the Pathways program operating off-campus at various locations throughout the district will follow the lead of the local school district in that location. If the local schools are closed for weather-related reasons, the Pathways program in that location will be closed as well.
8. Classes, clinicals, supervised occupational experiences (SOE), and other work-based learning experiences held at off-campus locations, other than the Kluthe Center for Higher Education and Technology, the Eastern Region Center, the Western Region Center, Workforce Development Center/Center for Business and Industry and adult education sites, follow the procedure for that off-campus location.
9. Cancellation of IDOT classes will be determined by the Vice President for Academic Services~~Workforce Solutions and Community Education~~ and in consultation with IDOT officials.
10. In the event Lake Land College is closed due to severe weather all College facilities will be closed.

Adopted November 9, 1998
Revised March 8, 2004
Revised December 12, 2011
Revised March 10, 2014
Revised December 10, 2018
Revised February 2, 2022

Calendar of Events

Monday, February 14, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, March 10, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, March 14, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, April 7, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, April 18, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, May 5, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, May 9, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Friday, May 13, 2022	6 p.m. – Commencement
Thursday, May 19, 2022	Board Retreat - Noon – 5 p.m. Foundation and Alumni Center
Thursday, June 9, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, June 13, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, July 7, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, July 11, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, August 4, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, August 8, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, September 8, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011

Monday, September 12, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 6, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, October 10, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, November 10, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, November 14, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, December 8, 2022	Finance Committee Meeting 9 a.m. – Board and Administration Center, 011 Resource and Development Committee Meeting 10 a.m. – Board and Administration Center, 011
Monday, December 12, 2022	6 p.m. – Board Meeting – Board and Administration Center, 011

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Greg Nuxoll, Vice President for Business Services
CC:
DATE: January 19, 2022
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
Bryan Burrell	September 1, 2026
Martha Mioux	August 31, 2026
Kevin Miller	August 14, 2026
Marcy Satterwhite	August 30, 2026
Lori Walk	May 31, 2026
Anthony Reinhart	August 31, 2026

Supervisory (by seniority)	Effective Date
David Earp	September 23, 2026
Arthur Turner	March 1, 2026

Support (by seniority)	Effective Date
John Hampton	April 30, 2026
Randall Strohl	August 11, 2023

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: Valerie Lynch, Vice President for Student Services
FROM: Kelly Allee, Director of Marketing & Public Relations
CC:
DATE: January 31, 2022
RE: College Magazine Bid Results

The College recently solicited bids for the printing and mail preparation of the 2022 Spring and Summer Lake Land College Magazine. The bid packet was distributed to 19 companies, advertised in the newspaper and posted on the College's bid website. For the first bid due date of January 4, 2022, two companies submitted bids that did not meet the bid specifications. A third bid arrived after the bid opening and was thus disqualified.

The same distribution methods and lists were used for a second bid with a due date of January 31, 2022. We received two bids that met specifications; however, one is unwilling to commit to a price and is therefore not acceptable.

I recommend FCL Graphics of Harwood Heights, Illinois as the lowest bidder meeting specifications. We have established an excellent working relationship with FCL and the company provides excellent print quality and customer service.

The bid included a base bid and two alternate options with the variant being the page count in each issue. I would like to respectfully request that the Board of Trustees approve FCL Graphics of Harwood Heights with a bid for Alternate #2 of \$54,081 as the lowest bid meeting specifications for the printing, mailing preparation and shipping of the magazine for the 2022 Spring and Summer Lake Land College Magazine.

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: February 7, 2022

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 Decatur 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>Sit-Down Forklift</u>	<u>Stand-Up Forklift</u>	<u>Total Bid</u>
Bahrns Toyotalift Effingham, Illinois	\$40,263	\$45,395	\$85,658

Based on the bids received, it is my recommendation that we award this bid to Bahrns Toyotalift, of Effingham, Illinois, for the Forklifts.

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



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: February 7, 2022

RE: Neal Hall CDB Project – Approval of Timeline Modification and Professional Fees

The College is seeking board approval to request a change of project timeline and design fees in CDB Project No. 810-058-032, the renovation of Neal Hall.

The original construction period for the project was scheduled to be May 2022 to August 2022.

The global pandemic has caused significant supply chain issues for many items, including Air Handlers needed as part of the major HVAC renovation, and no guarantees exist that many items would arrive in a timely manner to allow for the project to be completed in the original time. The College indicated that they must have Neal Hall fully operational for the fall 2022 semester starting in August 2022 to meet the needs of the College.

In addition to supply chain issues, the College received word in July 2021 that its Allied Health Program would be receiving a significant donation with the donor indicating that donated funds be used for the betterment of the Allied Health Programs. The College and the Allied Health Program decided that some specific changes to classrooms in Neal Hall would be a prudent use of the donated funds. The CDB Project team decided it would be the best, most efficient course of action to add the donation renovation activity to the larger CDB Project No. 810-058-032.

With the supply chain issues and the additional work necessary to incorporate the donation renovation activity, the College is not comfortable starting the Neal Hall renovation project without assurances that it will be completed by August 2022. Given these concerns, the project team would like to now modify the project timeline to be May 2023 to August 2023.

Related to the additional professional services, Hanson Professional Services, Inc. estimates that the additional professional fees and design work for the activity related to the donated funds will amount to \$50,950.

Lake Land College is respectively seeking board approval to amend the Neal Hall CDB project timeline and approval to incur \$50,950 in additional professional services related to the additional work associated with the donation. Should you have any additional questions or need further explanation, please feel free to contact me.

LAKE LAND COLLEGE

February 15, 2022

Capital Development Board
Attn: Robert Stowell – Project Manager
401 S. Spring, 3rd Flr
Springfield, IL 62706

Re: Lake Land College CDB Project No. 810-058-032
User Request Letter – Mod 2 - Modification of Scope

Mr. Stowell:

As the User agency, Lake Land College of Mattoon, IL is requesting a change of scope in CDB Project No. 810-058-032.

The original construction period for the project was scheduled to be May 2022 to August 2022. However, the global pandemic has caused significant supply chain issues. The project team indicated multiple times over the last year that they were not comfortable with any guarantee that items necessary for the remodel, such as Air Handlers, would arrive in a timely manner to allow for the project to be completed in the originally slotted May 2022 to August 2022 time period. The College must have Neal Hall fully operational for the fall 2022 semester starting in August 2022 to meet the needs of the College. The College is not comfortable starting the Neal Hall renovation project without assurances that it will be completed by August 2022.

In addition to supply chain issues, the College received word in July 2021 that its Allied Health Program would be receiving a significant donation with the donor indicating that donated funds be used for the betterment of the Allied Health Programs. The College and the Allied Health Program decided that some specific changes to classrooms in Neal Hall would be a good use of the donated funds. Thus, the project group needed to decide if the renovation activity from the donation should be part of the renovation of Neal Hall CDB Project No. 810-058-032 or should the College treat the donation renovation activity as a separate project. In October 2021, the College had a call with the CDB Project team and it was decided by the group that the best, most efficient course of action is to add the donation renovation activity to the CDB Project No. 810-058-032. The group discussed that additional work was necessary to incorporate the donation renovation activity and modification of the existing plans was necessary.

Once it was decided to incorporate the donation renovation activity as part of CDB Project No. 810-058-032 and to modify the completed 100% plans, the group also agreed that the construction project could not be started by May 2022 so it was decided to change the construction time period to be from May 2023 to August 2023. The College agreed to work on alternative classroom plans should the project run past the August 2023 date.

The College understands that the original budget for the project would not be increased by CDB due to these changes and that any additional costs of the project are the responsibility of the user agency, Lake Land College.

Lake Land College is seeking a change of scope for CDB Project No. 810-058-032 for the above explained rationale. Should you have any additional questions or need further explanation, please feel free to contact me.

Respectfully,

Greg J. Nuxoll
Vice President for Business Services
Lake Land College
Gnxuoll1@lakelandcollege.edu
217-234-5224



Hanson Professional Services Inc.
 1525 South Sixth Street
 Springfield, IL 62703
 (217) 788-2450
 Fax: (217) 788-2503
www.hanson-inc.com

December 16, 2021

Via Email brad.nell@illinois.gov

Mr. Brad Nell, Contract Executive
 Capital Development Board
 401 South Spring Street 3rd Floor
 William G. Stratton Building
 Springfield, IL 62706

RE: Proposal for Modification No. 2 for
 CDB Project No.: 810-058-032
 Renovate Neal Hall
 Illinois Community College Board
 Lake Land College, Mattoon, Coles County
 Hanson No. 19G0124

Dear Mr. Nell:

Hanson Professional Services Inc. (Hanson) is pleased to present this proposal for a modification to our agreement with the State of Illinois Capital Development Board (CDB) for Professional Services for "Renovate Neal Hall" at Lake Land College (Using Agency) in Mattoon, Illinois.

Project Understanding

A. Overview:

Under the original agreement and Modification 1, Hanson and our consultants have advanced the project to the 100% Construction Documents stage of completion and the project was to be issued for bidding in December 2021. Prior to issuance for bidding, the Using Agency, Lake Land College, confirmed their desire to make certain enhancements to the planned improvements, as supported through a financial gift to the college. Issuance of bidding documents has therefore been deferred.

The proposed enhancements, which for purposes of this Modification are considered Changes in Project Scope, are conceptually depicted on the attached drawing and are further described as follows:

Rooms 020, 102 and 103, 023, 109 and 009 are proposed to be modified as generally depicted on the attached floor plan sketches that were prepared by Lake Land College. The following notes recap the discussion of requirements for each room.

1. Room 020
 - a. Architectural / Interiors / General
 - i. New door to interconnect 103 and 020.
 - ii. Casework modifications required to accommodate new doorway.
 - b. Mechanical (no additional modifications are included)
 - c. Electrical / Special Systems
 - i. Relocation of electrical in wall at proposed door opening may be required.

2. Room 102, 103

a. Architectural / Interiors / General

- i. Remove the wall between 102 and 103 to provide flexibility for lab-type instructional space.
- ii. Curtains will be mounted to ceiling to separate “patient” beds, similar to those used in 104.
- iii. Movable partition wall will be installed where existing concrete masonry wall that separates the rooms will be removed. Movable partition type will be low sound transmission / fabric covered. Partition is expected to be supported by a beam that is independent of the roof framing.
- iv. LVT flooring to be used throughout Rooms 102 and 103.
- v. No special pedagogy requirements. Versapro wall covering is to be installed on the west wall (wall between classrooms and commons area 022). Head walls will be similar to those in Room 104. Headwalls are non-functioning (no med gasses, nurse calls, etc.) Head walls will not be part of the project. Headwalls will be installed by Lake Land.

b. Mechanical

- i. Because of the movable partition, design will be considered as two rooms.
- ii. Supply ductwork and airflow will be evaluated at the point where it will cross the new movable partition wall. Ductwork configuration will be redesigned to clear new framing.
- iii. Floor drains are not needed in this room.

c. Electrical / Special Systems

- i. Power and data in the wall between 102 and 103 will need to be “restored” within the room.
- ii. Basic power and data. No special pedagogy.

3. Room 023

a. Architectural / Interiors / General

- i. The intention is for the room to be converted to a break area, with vending, directed primarily to the students.
- ii. All interior partitions would be removed. Room would be furnished with tables and chairs.
- iii. No casework.
- iv. Same LVT flooring as in teaching labs.

b. Mechanical

- i. Room will have no plumbing.
- ii. VAV airflow will need to be adjusted in consideration of the load from the vending machines. (Additional information on specific equipment to be provided by Lake Land at a future date.)

c. Electrical / Special Systems

- i. Additional power requirements for vending machines.

4. Room 109

a. Architectural / Interiors / General

- i. Two rooms at north end will be the flagship instructional space. These rooms are intended to simulate hospital rooms. Headwall will have functioning lights and buttons, but no med gasses.
- ii. Rooms will not have curtains.

Setup of rooms will be similar to 104, except teaching mannequins are more sophisticated than those in 104. (Lake Land does not yet have the mannequins. These will be purchased by the college. Instructor controls the teaching mannequins (patients) from computers (laptops or desktops) outside the room.

- iii. Space immediately south of the two simulation labs will be general instructional space, with a hospital bed in front of the Versapro wall (west wall).
- iv. Walls around simulation labs are to be of sound dampening construction type.
- v. Work surfaces outside of simulation lab under windows would ideally accommodate conventional seating and “stool height” seating or standing. These are anticipated to be 2 ft wide “countertops” only, with no base cabinets. ADA requirements will need to be considered.
- vi. Casework is to be solid surface (not laminate).

b. Mechanical

- i. There are no specific HVAC requirements associated with the mannequins
- ii. Vent calculations will need to be reconsidered for the partitioned space.
- iii. Plumbing is not required in the two simulation rooms.
- iv. Floor drain is not required in the simulation labs.

c. Electrical / Special Systems

- i. Existing Floor boxes are to be removed.
- ii. Mannequins are powered from wall outlets.
- iii. Data ports are necessary in walls. However mannequin control is wireless.
- iv. Data port will be needed near teaching wall (west wall with Versapro).

5. Room 009

a. Architectural / Interiors / General

- i. Existing casework will be demoed.
- ii. Room will be equipped with washer and dryer and sink. (Washer and dryer will be furnished and installed by Lake Land).
- iii. New epoxy counters
- iv. LVT flooring

b. Mechanical

- i. Dryer is expected to be vented out the roof.
- ii. A utility sink will be included in this room.

c. Electrical / Special Systems

- i. Dryer will be electric.

B. Scope of Professional Services - Consultant's services:

The Scope of Services to be provided is limited to the following:

BASIC SERVICES

None under this Modification. Services to be provided under this modification are associated with changes in project scope and are identified as "Additional Services."

ADDITIONAL SERVICES

Hanson Professional Services Inc. and our Architectural Consultant Bailey Edward Design will modify plans, technical specifications and "front end documents" in accordance with the above-described changes in project scope.

C. Project Design Team:

Hanson will staff by its own personnel the project's Mechanical (HVAC and plumbing), Electrical and Structural Engineering disciplines. Architectural services will be provided by Bailey Edward Design, and Cost Estimating services will be provided by Middleton Construction Consulting.

D. Project Budget:

The following budgets have been established in accordance with previously-executed Modification No. 1:

Construction Budget: \$4,921,200

Design Budget; \$4,485,700

Funds Available from using Agency to support the increased cost of construction remain to be confirmed with the Using Agency.

E. Procurement

In accordance with previous decisions between CDB and the Using Agency, it is understood that this project will be procured through a Single Prime construction contract.

- 5 -

F. Schedule: (Pending start date of February 14, 2022)

Phase	Duration (calendar weeks)
Design Modifications 2/14/22 – 4/8/22	8
CDB / Using Agency Review 4/11/22 – 4/29/22	3
100% Construction Documents 5/2/22 – 5/27/22	4
CDB / Using Agency Review 5/30/22 – 6/10/22	3
Bid Documents 6/13/22 – 6/24/22	2
Bidding 6/27/22 – 7/22/22	4
Construction Contract Award 7/25/22 – 9/30/22	10
Shop Drawings & Submittals 10/3/22 – 11/25/22	8
Equipment Manufacturing and Delivery 11/28/22 – 5/12/23	24
Installation, Startup, and Substantial Completion 5/15/23 – 8/18/23	14
Final Punch list work and Construction Contract Closeout 8/21/23 – 10/20/23	9
Total	87

Warranty phase walk-through – to be conducted approximately 9 months following substantial completion

G. Proposed Professional Services Compensation Increase: (For Changes in Project Scope identified by Using Agency)

Basic Services: Not Applicable to this Modification.

Additional Services:

a. Design Modification per Using Agency Request (Lump Sum): \$47,950

Reimbursable costs:

a. Additional printing (Not to Exceed): \$ 1500

CAF (increase by this Modification) \$ 1500

Total fee increase by this amendment: \$50,950

- 6 -

H. Recapitulation of Professional Services Fees:

			Modification			
	Service Provided	Total Fee through Modification 1	Proposed increase for services to be provided under Modification 2	Total contract with Modification	Percent (%) of Total Contract (excluding CAF)	MBE/WBE/VBE
Hanson	Elec, Mech, Plumb, Struc	\$297,837	\$38,000	\$335,837	73.52%	N/A
Bailey Edward Design	Architectural	\$64,863	\$8750	\$73,613	16.11%	WBE
Massie Massie and Associates	Landscape Architecture	\$14,080	No change	\$14,080	3.08%	WBE
Middleton Construction Consulting	Cost Estimating	\$15,820	\$1200	\$17,020	3.73%	VBE
Other Services	Contractor Assistance	\$775	No change	\$775	0.17%	
Other Services	Printing	\$2,000	\$1500	\$3500	0.77%	N/A
Other Services	Additional Site Visits (total)	See next 3 rows for distribution between consultants	No change		---	N/A
	Hanson	\$9000	No change	\$9000	1.97%	NA
	Bailey Edward	\$2100	No change	\$2100	0.46%	WBE
	Massie-Massie	\$900	No change	\$900	0.20%	WBE
CAF		\$11,700	\$1,500	\$13,200	--	
TOTALS (excluding CAF)		\$407,375	\$49,450	\$456,825	100%	
TOTALS (including CAF)		\$419,075	\$50,950	\$470,025		

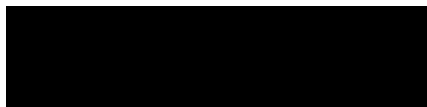
Total WBE, MBE = 19.85%

Total VBE = 3.73%

- 7 -

Should you have any questions about our proposal, please contact me directly at 217-747-9321.

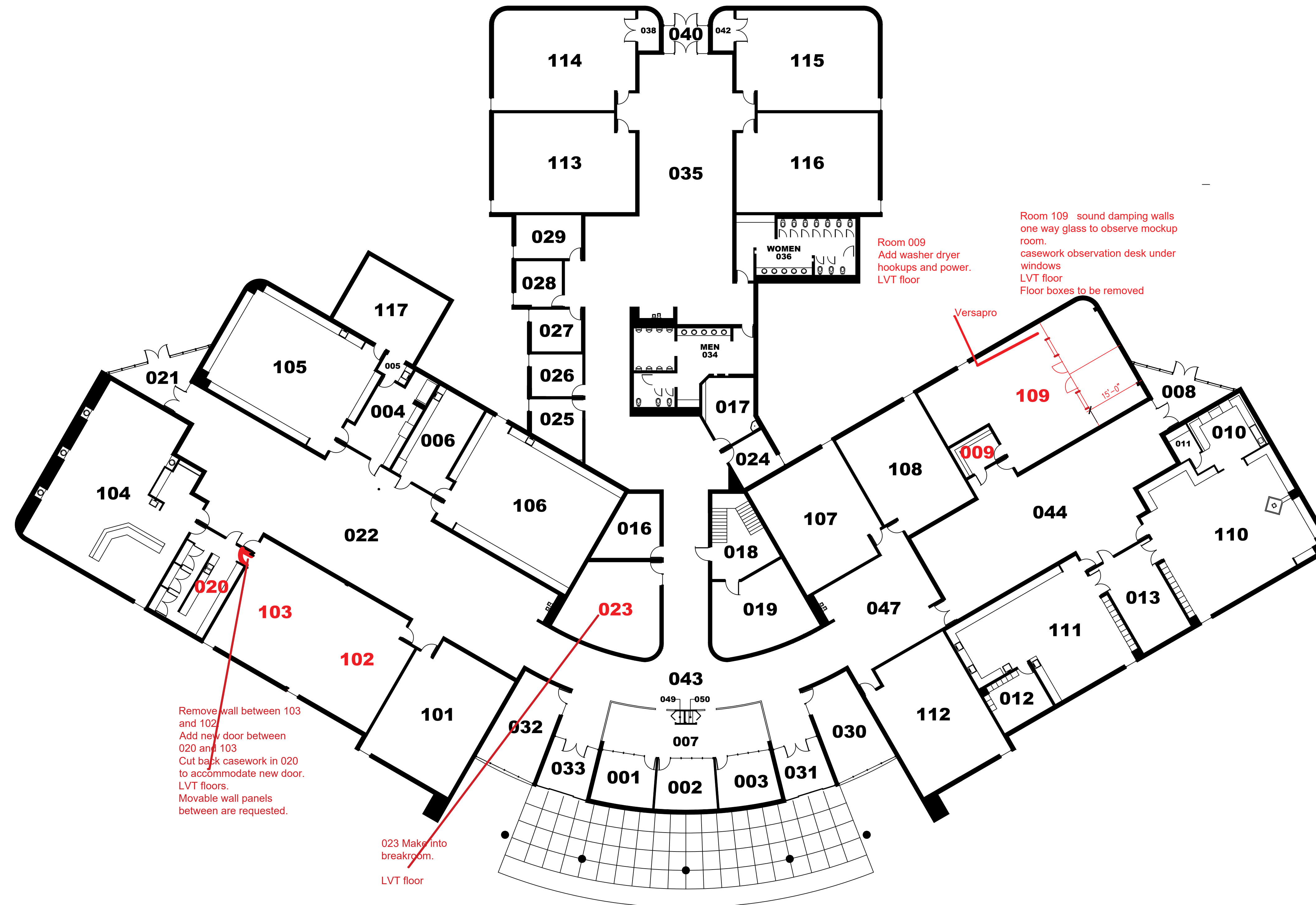
Respectfully submitted,



Gary L. Clack, P.E., S.E.
Assistant Vice President

Attachment: Conceptual depiction of proposed changes

Cc: Mr. Robert Stowell (CDB Project Manager)



NEAL HALL

Neal Hall.dwg 04/18/16 14:26



MEMO

TO: Dr. Josh Bullock, President

FROM: Mr. Greg Nuxoll, Vice President for Business Services

DATE: January 28, 2021

RE: December 2021 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of December for Fiscal Year 2022.

Areas of Concern:

- While the College remains favorable to budget in aggregate through December 2021, the sixth month of FY2022, it remains concerning that tuition and fees revenue are significantly unfavorable to budget year to date due to lower enrollment than anticipated.

Overall Variances:

- *Revenue* – Total December 2021 revenue was \$1,886,966 resulting in a favorable variance of \$148,653 MTD; however, an unfavorable YTD variance exists of \$1,757,748. The main driver for year to date unfavorable variance are the line items of tuition and fees. Tuition is unfavorable \$1,104,163 YTD and fees are unfavorable \$631,479 YTD.
- *Expenditures* – Total December 2021 expenditures were \$2,793,573 resulting in an unfavorable variance of \$396,830 MTD; however a favorable variance still exists in the amount of \$4,136,285 YTD with favorable variances in nearly all line items.

Revenue Variances:

- *Local Sources* – A monthly unfavorable variance exists of \$88,693 MTD but a favorable variance still exists in the amount of \$412,024 YTD. The variance on a monthly basis is a timing issue dependent on the local counties' property tax cycle and the timing as to when funds are sent to the College. As the year transpires, we expect a normalized variance.
- *ICCB Credit Hour Grant* – We received payments of \$217,012 in December 2021 resulting in an unfavorable monthly variance of \$2,262 and a yearly unfavorable variance of \$101,919. The variances are timing related as we typically receive a larger

payment in the 1st month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.

- *ICCB Equalization Grant* – We received equalization payments of \$505,251 in December 2021 resulting in a favorable monthly variance of \$192,614, while a yearly unfavorable variance exists of \$94,865. The variances are timing related based on a slow payment process from the State of Illinois but we remain hopeful it will normalize during the course of the year.
- *Tuition & Fees* –December 2021 tuition was \$547,903 which was favorable monthly by \$147,015 while fees were \$283,691 which was unfavorable by \$45,122. Year to date, tuition is unfavorable by \$1,104,163 and fees are unfavorable by \$631,479. In the FY 2022 budget, the College budgeted enrollment to be at the same level as the FY 2021. The enrollment headcount and credit hours are below anticipated levels resulting in an unfavorable variance in both categories.
- *Other State Sources* – The monthly variance was unfavorable \$11,466 while YTD the variance is unfavorable by \$330,283. We expect the variance to normalize over the course of the year.
- *Other Revenue* – Month to date the variance is unfavorable by \$43,523; however, it remains favorable year to date by \$87,837.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage line has a monthly favorable variance of \$260,061 and year to date favorable variance of \$2,211,750. A portion of the YTD variance is related to timing issues and how the College records prepaid salaries for audit purposes. As the year transpires, we expect some of the variance to normalize.
- *Employee Benefits (overall)* – Overall, there was a monthly unfavorable variance in employee benefits in December 2021 of \$117,756 and an unfavorable YTD variance in the amount of \$4,460.
- *Instructional* – The Instructional expenditures had a favorable variance in December 2021 of \$387,961 and a YTD favorable variance exists in the amount of \$1,900,785. The YTD variance is mainly attributable to favorable variances in salary and wages and general material and supplies.
- *Academic Support* – The Academic Support expenditures had a favorable variance of \$21,783 in December 2021 and YTD of \$253,296.
- *Student Services* – The Student Services expenditures had a favorable variance in December 2021 of \$33,853 and maintains a favorable YTD variance of \$210,442.

- *Public Service/Continuing Education* – The Public Service/Continuing Education has a favorable December 2021 variance of \$19,941 and maintains a favorable YTD variance of \$166,601.
- *Operations & Maintenance* – The Operations and Maintenance expenditures had a monthly favorable variance of \$48,689 but maintains a favorable YTD variance of \$406,436.
- *Institutional Support* – The Institutional Support expenditures had an unfavorable December 2021 variance of \$635,516 but maintains a YTD favorable variance of \$1,654,761 with favorable variances in nearly all line items. As the year transpires, we expect the variance to begin to normalize.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area has an unfavorable variance of \$237,540 MTD and an unfavorable variance of \$456,036 YTD. The College was able to process more scholarships than anticipated thus far year to date resulting in an unfavorable variance.

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.

Dec-21	Restricted Purposes Fund--Fund 06				
	Current YTD Actual	Current YTD Budget	Variance	Previous YTD	Annual Budget
Revenues:					
Adult Ed	173,487	249,038	(75,551)	76,327	479,815
Pathways	231,800	233,569	(1,769)	142,031	467,138
Perkins	262,445	251,008	11,438	152,968	437,868
WIOA	1,155,355	2,122,819	(967,463)	1,132,453	4,150,507
College Work Study	-	39,577	(39,577)	342	79,154
GAST	13,159	25,000	(11,841)	28,200	50,000
IL Cooperative Work Study	22,176	18,000	4,176	22,282	18,000
IPRF Grant	21,289	44,000	(22,711)	26,494	88,000
Veterans Services	48,527	530,000	(481,473)	41,285	1,060,000
ISAC MAP	495,474	760,000	(264,526)	430,882	1,520,000
Department Of Education	2,038,906	5,435,598	(3,396,691)	2,213,798	10,871,195
Direct loans	566,018	1,034,000	(467,982)	582,676	2,068,000
Corrections	3,886,203	5,723,685	(1,837,482)	595,208	11,259,037
CARES Funds-Students	1,728,175	-	1,728,175	1,469,843	-
CARES Funds-Institutional	2,042,907	-	2,042,907	-	-
Privately Funded Grant	202,315	85,000	117,315	224,084	85,000
TRIO SSS	84,463	142,114	(57,651)	143,184	276,105
TRIO DC	140,170	167,830	(27,660)	148,969	322,329
Total Revenues	13,112,868	16,861,236	(3,748,368)	7,431,026	33,232,148
Expenditures:					
Adult Ed	196,835	249,038	52,203	215,773	479,815
Pathways	143,700	233,569	89,869	187,827	467,138
Perkins	283,806	251,008	(32,798)	246,668	437,868
WIOA	1,176,190	2,122,819	946,629	1,221,287	4,150,507
College Work Study	8,544	39,577	31,033	2,130	79,154
GAST	9,523	25,000	15,477	-	50,000
IL Cooperative Work Study	-	18,000	18,000	2,847	18,000
IPRF Grant	8,458	44,000	35,542	6,553	88,000
Veterans Services	140,851	530,000	389,149	181,208	1,060,000
ISAC MAP	833,475	760,000	(73,475)	741,504	1,520,000
Department of Education	2,038,906	5,435,598	3,396,691	2,213,798	10,871,195
Direct loans	566,018	1,034,000	467,982	582,676	2,068,000
Corrections	3,771,340	5,723,685	1,952,345	4,459,445	11,259,037
CARES Funds-Students	1,728,175	-	(1,728,175)	1,620,745	-
CARES Funds-Institutional	2,138,711	-	(2,138,711)	-	-
Privately Funded Grant	4,982	85,000	80,018	229,200	85,000
TRIO SSS	101,134	142,114	40,980	159,037	276,105
TRIO DC	157,859	167,830	9,971	167,664	322,329
Total Expenditures	13,308,507	16,861,236	3,552,730	12,238,362	33,232,148
Excess of Revenues over Expenditures & Transfers	(195,638)	-	(195,638)	(4,807,336)	-



MEMO

TO: President Josh Bullock and members of the Lake Land College Board of Trustees

FROM: Amanda Tucker, Alumni Engagement & Special Events Coordinator

DATE: February 8, 2022

RE: Distinguished Service Award

The College Advancement College Awards Selection Committee met on February 8, 2022, to select this year's nominations. The Distinguished Service Award is made annually to honor an individual for outstanding service to Lake Land College. Present paid members of the Lake Land faculty and staff and current members of the Board of Trustees are not eligible for this award. Members of the selection committee have completed their review of nominations submitted for consideration of this year's award. The committee is pleased to recommend Ms. Marilyn Thompson.

Members of the committee were: President Bullock; Mr. Kevin Curtis and Mr. Mike Sullivan representing the Board of Trustees; Mr. Nate Dragovan and Ms. Kellie Niemerg representing the Alumni Association Board of Directors and Mr. Greg Powers and Ms. Danielle Downs representing the faculty.

If approved, the Distinguished Service Award recipient will be honored at a future date. The committee respectfully asks the Board of Trustees to approve the selection of Ms. Marilyn Thompson as the recipient of the 2022 Distinguished Service Award.

Thank you.

Attachment

Marilyn Thompson

Maiden Name:

Fuqua

Job:

Retired Chair of the Allied Health Division - Lake Land College

If retired, year of retirement:

2008

Describe below the significant contributions benefiting Lake Land College or its affiliated organizations (Foundation, Departments, Advisory Committees, Student Organizations, etc.) the nominee has made:

Marilyn Fuqua Thompson served Lake Land College in a variety of ways for 26 years. She was an innovative, student-focused educator during her time. She served as the Chair of the Allied Health Division for over 24 years. Marilyn is considered to be the mother of the nursing program at Lake Land College having authored the ICCB document establishing it. She expanded the program by offering it in Paris, Illinois. Marilyn didn't just stop with nursing. She also wrote the curriculum for the phlebotomy program. Marilyn's service beyond Lake Land's campus made her a member of the North Central Accreditation Committee and on to chair of the subcommittee. That experience proved invaluable as she participated in writing the self-study reports for the AND, LPN, PTA, and Dental Hygiene programs. Marilyn has also served as a member of the Illinois Directors of ADN and PN Programs Association, and as a member of ICCB nursing curriculum committee. Marilyn has served on numerous campus committees including curriculum, outcomes, and general education committees. She served as Chair of the Academic Exemplary Leader Committee in 2006 and worked hard to recruit strong leaders as a Member of Presidential Search Committee in 1988 and a member of the Vice President for Academic Affairs Search Committee in 2000. Marilyn is somewhat of a unique educator in that she truly understands the importance of and embraces a culture of philanthropy in higher education. That is why Marilyn was one of the founding members of the Lake Land College Foundation. She was instrumental in soliciting several Foundation endowments including the Betty Schilling Endowment, a significant endowment and planned gift supporting the Lake Land College Nursing program. Marilyn also believes in leading by example and established the Fuqua Thompson Nursing Scholarship. Her leadership efforts as a Foundation Board member helped create a solid framework for future gifts and Foundation growth, especially in the Allied Health Division. Marilyn's sister, the late Karen Fuqua, a former Lake Land College Board of Trustee member, created a private foundation in her estate plan that annually contributes 1/3 of its earnings to the Lake Land College Foundation for nursing scholarships, the Salvation Army, and Catholic Charities. Marilyn serves as a member of that private foundation. Marilyn has received recognition as the 1999 Faculty Association Faculty Member of the Year, and with the 2007 Lake Land College Core Values Leadership Award. Marilyn also is continually recognized for her regular and significant giving to the Lake Land College Foundation.

Comments:

Marilyn's contributions to her community are significant, not just serving on various non-profit boards, but often times in leadership positions. She has served as a member of the Coles County Historical Society from 1984-1996 and serving two terms as Chairman. Marilyn was a member of the Mattoon YMCA Board from 1991-1999, serving one term as Chairman. She has served as a member of the Lincoln Land Visiting Nurses Board from 1990-2008, serving a two-year term as Chairman. Marilyn is a member of Ladies Guild of Immaculate Conception Church in Mattoon, Illinois, and as a volunteer at St. Anthony School in Effingham, Illinois.

Nominated by: Jackie J??



MEMO

TO: President Josh Bullock and members of the Lake Land College Board of Trustees

FROM: Amanda Tucker, Alumni Engagement & Special Events Coordinator

DATE: February 8, 2022

RE: Alumnus Achievement Award

The College Advancement College Awards Selection Committee met on February 8, 2022, to select this year's nominations. This honor is made annually to a Lake Land College graduate who has attained outstanding success and distinction in their field of endeavor. The committee has voted to recommend Mr. and Mrs. Todd and Alexis (Ali) Rauch as the 2022 Alumnus Achievement Award recipients.

Members of the committee were: President Bullock; Mr. Kevin Curtis and Mr. Mike Sullivan representing the Board of Trustees; Mr. Nate Dragovan and Ms. Kellie Niemerg representing the Alumni Association Board of Directors and Mr. Greg Powers and Ms. Danielle Downs representing the faculty.

I respectfully request that the Board of Trustees approve Mr. and Mrs. Todd and Alexis (Ali) Rauch as the recipients of the 2022 Lake Land College Alumnus Achievement Award.

If approved, Mr. and Mrs. Todd and Alexis (Ali) Rauch will be honored with the College's 2021 Alumnus Achievement Award at an event in the future.

Thank you.

Attachment

[Select Date]

Todd Rauch

Community College Attended: Lake Land College

Please describe how the nominee meets each of the following criteria: Outstanding success and distinction in chosen field:

Councilman Todd Rauch is a City Councilman for the City of Opelika, in Alabama. Todd serves his constituents as their elected representative in the legislative branch of Opelika's Municipal Government, which is the policy-making body. Councilman Rauch's responsibilities include proposing, passing and ratifying laws and ordinances, managing the City budget, approving annual operating and capital budgets, appointing members to boards and agencies of the city government, and investigating City agencies when necessary. He was recently named to Business Alabama's Movers & Shapers list.

Humanitarian service that has proven greatly beneficial to society: Todd has always had a commitment to service and looked for ways to improve his surroundings and his community. While at Walter Reed, he started a musical therapy program to help wounded soldiers during their recover process. Not only did this help Todd through his own path to recovery, but many other soldiers along the way. He was blessed enough to meet many celebrities through this experience including Adam Sandler, Billy Joel, Gary Sinise and others. In his time since attending Lake Land College, Todd had put a heavy emphasis in his life to helping and supporting other veterans through the transition process to civilian life. Whether it's been helping coach and complete paperwork to ensure they are getting their VA benefits, enrolled in College, etc., Todd has always felt driven to ensure his fellow citizens have an easier path to civilian life than he did.

Continued interest in and support of education and community colleges: Todd worked in higher education at Auburn University as an admissions advisor, where he helped graduating seniors determine the best path following high school. Although employed by Auburn with a focus on encouraging students to attend AU, he put a great deal of effort into getting to know the students and their desires, interests, and skills, and when appropriate, made alternative recommendations. Todd is also blessed to call Opelika, AL home, which is also home to Southern Union State Community College. As a member of the city council, Todd not only supports but also advocates for SUSCC throughout the community and often speaks about his love and experience with community college, encouraging students to consider trade fields and community colleges as a part of their education process, not only for it's affordability, but also for the quality education and ease of transition. He has visited classes to talk about his life path, and each time he does that he speaks about the value of the community college system.

Overcoming life obstacles: Todd has overcome significant life obstacles after going into the military at age 17, getting deployed to Iraq in early 2003 (age 19), and being wounded later that year (age 20), only to spend 2 years living at Walter Reed Army Medical Center to undergo 12 surgeries to save his hand and shoulder. It was immediately following this experience that Todd enrolled at Lake Land College and earned his associate's degree. Upon completion, he transferred to Auburn University, and while enrolled there, a traumatic brain injury from his time in Iraq was discovered, which revealed to be the cause of some of Todd's learning challenges (struggle to concentrate, headaches, and more). Despite that, he did graduate, go on to become an Intelligence Specialist and have a top secret TSSCI security clearance, and worked to make a difference for Aviation & Missile Command before moving on to his current career path.

Completion of a recognized program of instruction or attendance for at least 30 semester hours at an ICCTA member college: Todd graduated from Lake Land College in 2007 with an Associate's in Arts, major psychology. He served on Student Government Association and was the 2006-2007 Student Trustee. Todd met Ali (Vice) Rauch his freshman year at Lake Land College and they are the only couple to have married on campus. Todd and his wife Ali were both SGA members and instrumental in the building of the Lake Land College Student Fitness Center. They surveyed the student body, sought permissions from BOT and visited a variety of community college fitness centers to help design ours.

Alexis (Ali) Rauch

Community College Attended: Lake Land College

Please describe how the nominee meets each of the following criteria: Outstanding success and distinction in chosen field:

Ali serves as President & CEO of the Opelika Chamber of Commerce, a membership organization that acts as the Voice for Business for almost 20,000 employees across Opelika and the surrounding area. In her role, she leads her staff to provide support, services and leadership & business training to area businesses with the goal of building member and economic vitality through partnerships, programming, education and community involvement. Most recently, she led the Opelika Chamber to join the top

[Select Date]

3% of Chamber's nationwide, earning a 5 star accreditation for their sound business practices through the US Chamber of Commerce. Ali was named to, "Alabama's Movers & Shapers 2021". In her previous role at Chicken Salad Chick, she was also named to 2019's Women in the Lead by Fast Casual Magazine, and QSR Magazines 15 Young Restaurant Leaders to Watch in 2020.

Humanitarian service that has proven greatly beneficial to society: From Ali: My "humanitarian service" that I bring every day is my positivity. It's my #1 Gallup strength via the Strengths Finder assessment. I consider positivity to be my super power. It might sound silly to consider this a humanitarian service that is greatly beneficial to society, but in a word full of sadness and negativity, being the "sunshine" that brings other people up, provides the spark in their day to think optimistically, and even leads an organization through a positive lens, impacts everyone around me. In my role as president & CEO at the Opelika Chamber, I am the chief cheerleader for the business community in Opelika. I took the reigns in July 2020, mid-pandemic. The businesses and the citizens needed that positive influence, that light that said "we're going to make it through this." To this day, through the ups and downs of COVID, the Opelika Chamber leads the business community through it all, continuing to provide the resources and programs the business community needs, while still maintaining proper safety precautions. My commitment to remaining positive and seeing the bright side of things has enabled Opelika to thrive through this pandemic, with very limited business closures. I cannot and will not take credit for that, at all, however, it definitely plays a part in the overall atmosphere of our community and the outlook on the current situation.

Continued interest in and support of education and community colleges: In my role at the Chamber, I serve on many cross-functional councils and committees that have education and community colleges in the forefront. The Opelika Workforce Council and the Opelika High School CTE Advisory Committee are both groups of professionals who are charged with ensuring the right education pieces are in place to ensure we are encouraging students to pursue trade fields and the community college route when appropriate. I also regularly advocate for Southern Union State Community College, which is in Opelika. I speak about my community college experience and speak to high school students about this potential path that could be a great solution for a multitude of reasons.

Overcoming life obstacles: From Ali: I am the first in my family to receive a bachelor's degree and go on to work in a "corporate" setting. My parents attended Lake Land (did not graduate), and my 3 older sisters all graduated from Lake Land in various fields, but none of them went on to pursue additional higher education. Raised by two working class parents as one of five kids, a strong work ethic was instilled very early on to me and my siblings. My first job was at the age of 12 working as a detassler in the corn fields, but I worked as many as 3 jobs simultaneously during my senior year of high school. In addition to working, I was very involved in extra-curricular activities, which helped me earn scholarships to pay for my education at Lake Land College and beyond. The hard work continued on through College, where I worked at Cracker Barrel to pay for room and board. Growing up in a two parent household and showered in love and support certainly made me experience a somewhat privileged life, but the lower income of both parents shaped me into who I am today. If you wanted something - gas, lunch money, a cell phone, et. You had to pay for it. There was no extra for non-essentials. I'll always remember...my detassling money paid for 2 things - a night at the fair with unlimited arm band rides (the highlight of my summer), and back to school clothes. We all worked because we had to, and honestly, I wouldn't have it any other way!

Completion of a recognized program of instruction or attendance for at least 30 semester hours at an ICCTA member college: Ali graduated in 2006 with an Associate in Arts, focus on speech communications. She served as Student Government Association President and was a member of Phi Theta Kappa. Ali met her husband Todd Rauch at Lake Land College. He was also a member of SGA. While at Lake Land College, Todd and Ali led the charge to build the Student Fitness Center. They surveyed the students, sought permission at every level and traveled the state of Illinois visiting other Fitness Center's to assist with the design of ours.

Nominator Information

Full Name: Krista Burrell



MEMO

TO: President Josh Bullock and members of the Lake Land College Board of Trustees

FROM: Amanda Tucker, Alumni Engagement & Special Events Coordinator

DATE: February 8, 2022

RE: Retiree Wall of Fame Award

The College Advancement College Awards Selection Committee met on February 8, 2022, to select this year's nominations. This honor is made annually to Lake Land College individuals that are retired faculty and/or staff who have made significant contributions to the College and/or who have made contributions through their profession or community at the local, state, regional, or national level that reflect positively on Lake Land College. The committee voted to recommend Ms. Linda VonBehren and Ms. Donna Sherman (posthumous recipient) as this year's Retiree Wall of Fame Award recipients.

Members of the committee were: President Bullock; Mr. Kevin Curtis and Mr. Mike Sullivan representing the Board of Trustees; Mr. Nate Dragravn and Ms. Kellie Niemerg representing the Alumni Association Board of Directors and Mr. Greg Powers and Ms. Danielle Downs representing the faculty.

Please note that the nomination detailed on the following page for Ms. Sherman was submitted prior to her passing in 2021.

The Retiree Wall of Fame recipients will be honored during the Retiree Wall of Fame "unveiling" event. The committee respectfully asks the Board of Trustees to approve the selection of Ms. Linda VonBehren and Ms. Donna Sherman (posthumously) and as the recipients of the 2022 Retiree Wall of Fame Award.

Thank you.

Attachment

[Select Date]

Donna Sherman

Contributions to LLC: Donna started at Lake Land College on August 28, 1967 and retired in 2004. After being retired for less than 6 months, she came back to work at the college, working in the Admissions and Records Office to assist office staff during the implantation of Datatel. Donna remains employed at the college as a part-time admissions and records assistant. She has served as an employee for 50 years. What a remarkable accomplishment. Donna started as a secretary and then was promoted to the Director of Bookstore. One interesting fact is that Donna typed the first college catalog. She ran the central stores in addition to running th bookstore. She worked closely with Dr. Luther to furnish and color match each building during the building renovations and was responsible for ordering furniture and other supplies.

Contributions to the Community: Donna is very active in church.

Nominator Information

Full Name: Jon Van Dyke

Linda Von Behren

Contributions to LLC: Linda started at Lake Land College in 1988 and was Dr. Luther's first hire. She started as Director of Admissions and the position was later changed to the Dean of Admission Services. During her time in the admissions and records office Linda was very influential in implementing several technological advancements for student records. Some of these include: Implemented the Kirkwood record System Implemented the first on-line intent to enroll. Implemented the first on-line registration system for the students (IRIS) Implemented the first degree audit system at the college. Created in-house production of diplomas which has saved the college several thousands of dollars in diploma cost. Was instrumental in setting the ground work for the student ambassador program. Oversaw the graduation ceremony and decorating the stage. Implemented the first imaging system for student records. Promoted outstanding customer service to students with the motto "Treat students the way you would want to be treated". Active member of the Academic Standards Committee which has implemented several changes of the years to improve student success. Served as Associate Vice-President for Workforce Development During her time as Associate Vice President, she played an active role in growing the college to better serve our students and communities. Linda assisted with curriculum development including serving on the curriculum committee. She had the vision to see what business and industry was wanting and was able to put new and innovative programming in place. Faculty members and Division Chairs relied on Linda to critique and provide input on curriculum development. Linda's office was an open door for all students, but especially students from the Clark county area. Students knew Linda would help solve their problems, many times you could see her helping students apply for the FAFSA and scholarships, search for employment and simply whatever they needed to be successful. She truly understood how important relationships were with students and she always went the "extra mile"! She provide a unique perspective to assist staff and faculty. Linda would often state "it is my job to remove obstacles for my staff so they see success." She truly did want each member of her staff to see success in their personal and work life. She encouraged others and was able to see potential in others that they were not able to see in themselves. She spent the majority of her work day finding new and innovative ways to support her full and part time staff members. The Department of Corrections vocational programming and locations grew under Linda's leadership. Attending graduation at the IDOC sites was one of Linda's favorite activities, she enjoying talking with the student at the site and hearing about their future plans. Linda oversaw different grant programs including Perkin, Adult Education and Family Literacy and the Truant Alternative and Optional Education. Linda provided leadership for the staff members working in the grant programming finding the best way to serve students with the allocated dollars. Linda assisted with the development of the first ICAPS programs at Lake Land College, including contextualized learning for students with low reading and math scores. The Pathways to the Future Program grew under Linda's leadership providing additional opportunities for student to complete their high school credits. The Perkins program expanded to support faculty and staff and provide low income students with needed financial supports. Linda currently serves as a member of the Lake Land College Foundation Board.

Contributions to the Community: Linda served on the Martinsville School Board for over 26 years. Part of that time as President. During her time on the school board, the district experienced a devastating flood at the high school. Linda and her fellow board members were able to secure funding to build a new school building. This is a game changer for a small community like Martinsville, if the school system is lost, the community will follow. She is currently involved with ECCEL Committee serving Edgar and Clark County students and WORC Board of Directors. Linda is an Elder at the Willow Creek Church.

[Select Date]

Volunteer for the Clark County 4-H and has served as sheep superintendent for the 4-H Show. Served as President of the Illinois Club lamb Association Serves as a Director on the I-70 Showdown Committee Changing Hands Resale Shop--Volunteer Martinsville on The Move (community improvement group)--Member & Volunteer. Helps with community clean up and improvement projects. The committee constructed a new park in town. Cares for flowers on Main Street each year. Assists with community concerts and gatherings.

Awards, Honors, and Other Comments: Honored as one of the 50 most influential people in the college's history. 2018 Member of IACRAO and active participant in the East Central District of IACRAO, served on state committees and leadership roles. Member of AACRAO Linda Von Behren was truly an outstanding Lake Land College employee. She not only encouraged students to chase their educational, professional and personal goals but, she has helped many staff achieve their full potential. The support she provided during her time at Lake Land College is still experienced today in the students and staff members she helped developed and influence. Linda speaks very highly of her time at Lake Land College and continues to offer support! This can be witnessed through her part-time efforts in admissions and records attending Reentry Summits at the Correctional Centers we serve when extra staffing is needed and her role on the Lake Land College Foundation Board.

Nominator Information

Full Name: Jon Van Dyke



MEMO

TO: President Josh Bullock and members of the Lake Land College Board of Trustees

FROM: Amanda Tucker, Alumni Engagement & Special Events Coordinator

DATE: February 8, 2022

RE: Pacesetter Award

The College Advancement College Awards Selection Committee met on February 8, 2022, to select this year's nominations. The Illinois Community College Trustees Association Pacesetter Award recognizes the accomplishments of Illinois' more recent community college graduates. Nominees for the Pacesetter Award must have *completed a recognized program of instruction or attended at least 30 semester hours at an Illinois public community college after June 30, 2011*.

Members of the committee were: President Bullock; Mr. Kevin Curtis and Mr. Mike Sullivan representing the Board of Trustees; Mr. Nate Dragovan and Ms. Kellie Niemerg representing the Alumni Association Board of Directors and Mr. Greg Powers and Ms. Danielle Downs representing the faculty.

I respectfully request that the Board of Trustees approve Ms. Katie Rincker as the recipient of the 2022 Lake Land College Pacesetter Award. Following are just a few of the highlights detailed on Ms. Rincker's nomination form.

If approved, Ms. Rincker will be honored with the College's 2022 Pacesetter Award at the March Board of Trustees meeting.

Thank you.

Attachment

[Select Date]

Name:

Katie Rincker

Maiden Name:

Zerrusen

Year graduated:

2020

Major:

Pre-Nursing

Type of Degree Earned:

A.S.

Employer:

HSHS St Anthony

Position Title:

Nurse Practitioner

Description on why this person should be a recipient of the Pacesetter Award (ICCTA):

Katie Zerrusen has gone above and beyond when it comes to providing health care for our community. Katie has developed relationships with many individuals who are home bound and provides a beam of light when she visits. Working at the wound center Katie sees people when they are at their worst and in an immense amount of pain. She always has a caring attitude and explains to her patients exactly what is needed during their road to recovery. Katie also works with health occupation students during their rotations. As a former health occupation student, Katie knows the importance and value of a good mentor. She is able to show students the ins and outs of the wound center and best practices when it comes to patient care. Katie is also a member of the AANP nurse practitioner association which helps keep her licensing up to date and provides opportunities to learn from others in her area. She is also a member of the Beta Rho Sorority in Effingham IL. The sorority volunteers their time at a number of different events throughout the year as well as helps raise money for a wide variety of charities in the county. Katie and her husband Will are also huge advocates for Lake Land College. The couple met here at Lake Land and are involved in the Agriculture program as well as Livestock Judging Team. Will and Katie have both helped with the Phil Rincker Foundation Scholarship.

Nominator Name:

Olivia Mintun

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: January 27, 2022

RE: Surplus Equipment

Below are items that have become surplus from the Athletics Department and John Deere Program. They are obsolete and have little value to the college:

- 1 – Hydrocollator from Chattanooga Group
- 1 – Power Strip from Belkin
- 2 – Cryo/Cuff Aircast from Coleman Co.
- 1 – Theraband Case from The Hygienic Corporation
- 1 – Sphygmomanometer
- 1 - VH1 Exercise/Rehab Kit from Visual Health Information Products
- 1 – Ultrasound Machine from Mettler Electronics
- 1 - Digital Sphygmomanometer from Labtron Scientific Corp
- 1 - Exogen 4000 from Smith & Nephew
- 1 – Intellect Combo from Chattanooga Group
- 1 – John Deere 480 All-Terrain Forklift

As with past surplus items, we will seek the best financial route to follow in disposing of these items. Those routes could include sales to individuals, auction house consignment, and/or wholesale purchasers.

I recommend declaring these items as surplus materials and seek authorization to dispose of these items in a manner most beneficial to the college.



MEMO

TO: Dr. Jonathan Bullock, President

FROM: Greg Nuxoll, Vice President Business Services

CC:

DATE: February 7, 2022

RE: Approval of College Architect

The College has made the decision to hire an architectural firm to help with a campus wide facilities master plan along with serving as the College's architect on any construction related projects.

A Request for Qualifications (RFQ) was published in the appropriate news media. At the same time, the College formed a selection committee consisting of the following College employees:

- o Dr. Josh Bullock, President
- o Greg Nuxoll, VP of Business Services
- o Scott Rawlings, Director of Physical Plant
- o Kimberly Wellbaum, Facilities Coordinator to the Physical Plant Operations
- o Chris Strohl, Dean for Workforce Solutions and Community Education
- o William Jackson, Athletic Director

Ultimately, the College received nine proposals from very qualified firms from Central Illinois, Chicago and the St. Louis area. The selection committee met on December 17, 2021 to select four firms as finalists. The final four firms were the Farnsworth Group, Champaign, Illinois, Bailey Edward, Champaign, Illinois, FGM Architects, Oak Brook, IL and Hurst-Rosche, Hillsboro, Illinois.

Once the committee decided on the final four firms, the finalists each presented to the selection committee as to why they should be selected by the College as the College's architect on January 20, 2022.

After the presentations, the selection committee selected the firm of Bailey Edward of Champaign, Illinois. The firm's presentation was thorough and they demonstrated a strong passion for work in the educational space along with significant experience in the educational space.

I am seeking approval to engage Bailey Edward of Champaign, Illinois of Champaign, Illinois as the College's architect and I will work with Bailey Edward on a formal contract with hopes of starting meetings and design work in 2022.



MEMO

TO: Josh Bullock - President, Lake Land College
FROM: Jon Althaus - Vice President for Academic Services
CC:
DATE: February 8, 2022
RE: Increase in Clinical Dentist Hourly Wage

In consultation with Ms. Erin Swingler, Division Chair- Allied Health, it is my recommendation to raise the hourly wage for the Clinical Dentist from its current level of \$50.00 per hour to \$75.00 per hour. This change reflects the current average hourly wage for this position in the east central Illinois non-metropolitan area. It is our hope that in raising the hourly wage that Lake Land College will attract more qualified dentists to oversee clinical operations. I respectfully request that the Board of Trustees approve this change at their regular meeting on February 14, 2022.



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: February 8, 2022

RE: Approval of Addendum to CTS / Veregy Performance Contract

The College has an existing master agreement with CTS, a Veregy Company in Chesterfield, MO to be a program manager for planned infrastructure renovations and energy conservation measures.

As addendum to our pre-existing energy savings contract, the College seeks approval to use CTS to lead a project including cost estimating, bid administration, engineering and design which are all professional services for Healthy Building/Ventilation Project on the Mattoon Campus and the Kluthe Building in Effingham.

The College has discussed the addendum with our attorneys, Robbins Schwartz. Our attorneys are in agreement that the scope of the work falls within the existing master agreement; however, they did advise to create an addendum for the contract that specifically depicts the proposed project.

The updated contract addendum still needs to be reviewed by our attorneys but I expect that they will agree with the wording and scope of the addendum language.

I respectfully ask the Board to approve the addendum to the CTS Veregy Performance Contract, subject to attorney approval, so the College can move forward with the Healthy Building Ventilation Project on the Mattoon Campus and the Kluthe Building in Effingham.

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

**CTS
AGREEMENT**

CUSTOMER NAME:
DATE OF SUBMISSION:

**Lake Land College
February 10th, 2022**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. GENERAL PROVISIONS	3
2. CTS'S RESPONSIBILITIES.....	3
3. CUSTOMER'S RESPONSIBILITIES.....	5
4. SUBCONTRACTS.....	5
5. INSTALLATION AND ACCEPTANCE.....	6
6. PRICE AND PAYMENT.....	6
7. CHANGES IN THE PROJECT	8
8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY.....	9
9. TERMINATION OF THE AGREEMENT	11
10. ASSIGNMENT AND GOVERNING LAW.....	12
11. MISCELLANEOUS PROVISIONS.....	12
12. ARBITRATION.....	12
ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	THE INSTALLATION SCHEDULE
ATTACHMENT C	SUPPORT SERVICES
ATTACHMENT E	ENERGY GUARANTEE
ATTACHMENT F	SCHEDULE OF SAVINGS
ATTACHMENT G	PROJECT ACCEPTANCE

Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1**GENERAL PROVISIONS**

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated February 10th, 2022 (the "Effective Date") by and between Control Technology & Solutions, L.L.C., a Missouri limited liability company, and VEREGY, LLC, all doing business as "VEREGY" and collectively referred to herein as "VEREGY," with a principal place of business at 16647 Chesterfield Grove Road, Suite 200, Chesterfield, MO 63005, and **Lake Land College** ("CUSTOMER") with a principal place of business at 5001 Lake Land Boulevard, Mattoon, IL 61938 (collectively the "Parties").

1.2 **EXTENT OF AGREEMENT:** This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and CTS and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and CTS. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CTS to fulfill CTS's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than CTS.

1.4 The Project is the total construction of which the Work performed by CTS under this Agreement may be the whole or a part.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.

1.6 Support Services means those services and obligations to be undertaken by CTS in support of CUSTOMER as set forth in Attachment C.

1.7 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2**CTS'S RESPONSIBILITIES****2.1 CTS Services**

2.1.1 CTS shall be responsible for construction of the Project.

2.1.2 CTS will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

2.2 Responsibilities with Respect to the Work

2.2.1 CTS will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work. CTS represents that it is qualified to furnish all such services outlined in the scope of services set forth in Attachment A. CTS shall provide such services in a good and workman like manner in accordance with the standards of a company so experienced.

2.2.2 CTS shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If CTS damages property not needed for the Work, CTS shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, CTS shall remove waste material supplied by CTS under this Agreement as well as all its tools, construction equipment, machinery and surplus material. CTS shall dispose of all waste materials or rubbish including hazardous waste caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, CTS shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as

fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls.

2.2.3 CTS shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that CTS shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 CTS shall be entirely responsible for site safety during the Project. CTS shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that CTS shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with CTS, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of CTS for the elimination or abatement of any such health or safety hazards at the site of the work.

2.3 Patent Indemnity

2.3.1 CTS shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by CTS, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by CTS hereunder; 2. CUSTOMER gives CTS immediate notice in writing of any such suit and permits CTS, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives CTS all needed information, assistance and authority, at CTS's expense, to enable CTS to defend such suit.

2.3.2 If such a suit has occurred, or in CTS's opinion is likely to occur, CTS may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, CTS will pay such award. CTS shall not, however, be responsible for any settlement made without its written consent.

2.3.4 This article states CTS's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by CTS hereunder. In no event shall CTS be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

2.4.1 CTS warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement (except licensed software, which shall be governed exclusively by the terms and conditions of the Software License Agreement that will be provided), free and clear of liens and encumbrances. CTS hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by CTS or with CTS's written permission, and provided that after delivery such equipment or materials have not been subjected by non-CTS personnel to accident, neglect, misuse, or use in violation of any instructions supplied by CTS.

2.4.2 In addition to the warranty set forth in Section 2.4.1 above, CTS shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by CTS and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.

2.4.3 The warranties set forth herein are exclusive, and CTS expressly disclaims all other warranties,

whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. CTS shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

2.5 Hazardous Materials

2.5.1 If, during the performance of the Work, except as set forth in attachment A, the presence of hazardous materials is discovered or reasonably suspected, CTS shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. CTS shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.

2.5.2 CUSTOMER shall indemnify, defend, and hold CTS and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from negligent acts or omissions of CUSTOMER. or CUSTOMER's employees, agents or contractors.

2.5.3 Unless prior to the execution of this Agreement, CTS received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to CTS that CUSTOMER is not aware of any Hazardous Materials present at the site.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 CUSTOMER shall provide CTS full information in its possession regarding the requirements for the Work.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who

has authority to approve changes in the scope of the Work and render decisions promptly.

3.3 CUSTOMER shall furnish to CTS all information in its possession regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, CUSTOMER shall give prompt written notice thereof to CTS. In lieu of giving written notice thereof to CTS, CUSTOMER may notify CTS of the fault or defect at the next job meeting following the discovery of said fault or defect; provided that the next job meeting following the discovery of the fault or defect shall take place within ten (10) days of the discovery of said fault or defect.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and CTS shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 CTS shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

ARTICLE 4

SUBCONTRACTS

4.1 CTS may subcontract some or all of the Work or Support Services with CUSTOMER'S approval, such approval not to be unreasonably withheld. Any contract entered into by CTS and any other contractor or subcontractor who performs any element of the Work contained in this contract must expressly require compliance with the terms of this contract.

4.2 A Subcontractor is a person or entity who has a direct contract with CTS to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate

contractors employed by CUSTOMER or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor, without CTS approval and this should not be reasonably withheld by CTS. CTS shall be responsible for the management of its Subcontractors in their performance of their Work.

ARTICLE 5

INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.

5.2 If CTS is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond CTS's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond 45 days, CUSTOMER shall reimburse CTS for all additional costs resulting there from; provided that, as set forth in Section 7.1 of this Agreement, an increase in the Contract Price shall not cause the Contract Price to exceed the guaranteed energy savings.

5.3 CTS shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and CTS (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment G. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by CTS identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than thirty (30) days after delivery of the same by CTS, unless CUSTOMER provides CTS with a written statement identifying specific material

performance deficiencies that it wishes CTS to correct. CTS will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by CTS pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

6.1.1 The price for the Work is set forth in Attachment A. It is understood that the work will be performed in phases over a number of years. These prices are established for budgetary purposes and are subject to the adjustments set forth in Articles 5, 7 and 13. Before each phase of the project, Customer shall authorize CTS to perform various services necessary to deliver a revised price prior to performing the work. If the Customer chooses not to proceed with the Work in whole or in part, Customer shall reimburse CTS for the engineering cost of the services for preparing the revised price.

6.1.2 The license fees for all licensed software identified in Attachment A are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.1.3 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, CTS shall be entitled to add such premium or overtime pay to the Contract Price, plus CTS's overhead and profit. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

6.1.4 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests CTS to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus CTS's overhead and profit, shall be added to the Contract Price.

6.1.5 The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes

and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle CTS to an equitable adjustment in the price and schedule.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to CTS the full price for the Work. Payment shall be made net thirty (30) days of invoice date. CUSTOMER shall withhold a ten percent (10%) retainage from each payment. CUSTOMER shall pay the final payment, including all retainage, to CTS upon Final Acceptance of the Work.

6.2.2 Payments due and unpaid shall bear interest in accordance with the Illinois Prompt Payment Act.

ARTICLE 7**CHANGES IN THE PROJECT**

7.1 A Change Order is a written order signed by CUSTOMER and CTS authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

7.2 CUSTOMER may request CTS to submit proposals for changes in the Work. Following receipt by CTS of CUSTOMER's request to submit proposals for changes in the Work, CTS shall notify CUSTOMER of the amount of any charge for CTS to prepare said proposal for Work. If CTS is directed by CUSTOMER to proceed with preparation of the proposal and CUSTOMER chooses not to proceed with said extra Work, CUSTOMER shall issue a Change Order to reimburse CTS for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally

recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Installation Schedule shall be made by a Change Order. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

7.4 If CTS wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by CTS before proceeding to execute the Work, except in an emergency endangering life or property, in which case CTS shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. Customer and CTS will make every attempt to agree on the amount of the adjustment in the Price, or the Installation Schedule. If CUSTOMER and CTS cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Installation Schedule resulting from such claim shall be authorized by Change Order. In no event shall any Change Order cause the total contract price to exceed the total guaranteed savings amount reflected in Attachment G.

7.5 Emergencies

In any emergency affecting the safety of persons or property, CTS shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by CTS on account of emergency work shall be determined as provided in Section 7.4.

7.6 Minor Changes

CTS shall, with CUSTOMER's designated representatives approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of Contract Time.

ARTICLE 8**INSURANCE, INDEMNITY, WAIVER OF
SUBROGATION, AND LIMITATION OF
LIABILITY****8.1 Indemnity**

8.1.1 CTS agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims damages, liabilities, expenses, costs and fees, including but not limited to attorney's fees to the extent such claims result from or arise under CTS's breach of any terms of this Agreement, or CTS's negligent actions or willful misconduct in its performance of the Work or the Support Services. Except as otherwise provided herein, CTS's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained as a result of the CUSTOMER's (or its agent's) reckless, negligent or intentional acts or omissions.

8.1.2 CUSTOMER agrees to indemnify and hold CTS, and CTS' consultants, agents and employees harmless from all claims damages, liabilities, expenses, costs and fees, including but not limited to attorney's fees to the extent such claims result from or arise under CUSTOMER's breach of any terms of this Agreement. Except as otherwise provided herein, CUSTOMER's obligation, if any, to indemnify the CTS does not extend to losses sustained as a result of the CTS' (or its agent's) reckless, negligent or intentional acts or omissions.

8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and CTS and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to CTS.

8.1.4 Notwithstanding anything to the contrary herein, if a portion of the Work involves the installation, maintenance, monitoring and/or testing of systems associated with security and/or the detection of and/or reduction of risk of loss associated with fire, the terms and conditions listed below herein will apply and govern that portion of the Work.

The parties agree that CTS is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by CTS; that CTS will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save CTS harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or nonfunction of the system and/or service. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the parties agree that if any liability is imposed on CTS for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of General Liability Insurance Coverage listed on 8.2.3 (a). This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the parties. No suit or action shall be brought against CTS more than one (1) year after the accrual of the cause of action thereof.

8.2 Contractor's Liability Insurance

8.2.1 CTS shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from CTS's operations under this Agreement. All listed insurance policies shall name CUSTOMER as an additional insured and CTS shall provide CUSTOMER with a certificate of insurance providing that CUSTOMER shall receive a sixty (60) day written notice prior to the cancellation or alteration of the policies.

8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

8.2.3 CTS's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

- (a) **Commercial General Liability**
Combined Single Limit
\$ 1,000,000 Each Occurrence

\$ 2,000,000 Product & Completed Operations
Aggregate

\$ 2,000,000 General Aggregate
Other Than Products & Completed Operations
- (b) **Commercial Automobile Liability**
Combined Single Limit
\$ 1,000,000 Each Occurrence
- (c) **Umbrella Excess Liability**
\$10,000,000
- (d) **Professional Liability**
\$2,000,000

8.2.4 CTS shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to CTS for the length of time to complete the Project. This insurance shall include as named additional insureds CTS and CTS's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft,

vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, CTS and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

8.4.1.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and CTS and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of CTS and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and CTS against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and CTS, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and CTS shall be determined by mutual agreement and separate limits of coverage fixed for each item.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to CTS before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. CTS will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and CTS and made payable to CUSTOMER and CTS as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.6 Waiver of Subrogation

8.6.1 To the extent allowed by CUSTOMER'S insurance policies and provided that CUSTOMER is not penalized in any way as a result, CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and CTS as trustees. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 To the extent allowed by CUSTOMER'S insurance policies and provided that CUSTOMER is not penalized in any way as a result, CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

8.7 Limitation of Liability

8.7.1 In no event shall CTS be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against CTS for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. The limitation of liability contained in this paragraph shall

not apply to CTS's indemnification obligations contained in Section 8.1 of this Agreement.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If CTS defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to CTS. If CTS, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) days, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to CTS, but if the expense exceeds the unpaid balance, CTS shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, CTS may give written notice to CUSTOMER of CTS's intention to terminate this Agreement. If, within thirty (30) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, CTS may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

9.3 CUSTOMER shall have the right to terminate this Agreement for convenience at any time by providing CTS with thirty (30) days written notice. Upon such termination for convenience, CUSTOMER shall be liable to pay CTS for all work executed as of the termination date as well as any costs and expenses incurred prior to the termination date.

ARTICLE 10**ASSIGNMENT AND GOVERNING LAW**

10.1 This Agreement shall be governed by the law of the State where the Work is performed.

10.2 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that CTS may assign to another party the right to receive payments due under this Agreement. CTS may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11**MISCELLANEOUS PROVISIONS**

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by CTS, that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and, to the extent allowed by law, will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement,

return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

11.3 If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by CTS hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities and title shall pass upon final acceptance or final payment by CUSTOMER to CTS, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To CTS:

CTS
15933 Clayton Rd., Suite 110, Ellisville, MO 63011

To CUSTOMER:
5001 Lake Land Boulevard
Mattoon, IL 61938

11.6 Waiver. CTS's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Performance/Payment Bond. CTS shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price and prior to commencement of work in a form acceptable to CUSTOMER.

11.9 This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

11.10 Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.11 Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

11.12 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

11.13 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of the CUSTOMER.

11.14 Illinois Prevailing Wage. CTS shall observe Illinois Public Act 77-1552 and the Illinois Department of Human Rights and Illinois Human Rights Commission rules pertaining to Equal Employment Opportunity as provided for in 775 ILCS 5/2-101 et seq and comply with 30 ILCS 560/3 (2005) concerning the employment of citizens of the State of Illinois and shall fully comply with 820 ILCS 130/1 et seq. as amended,

know as the Prevailing Wage Act, as issued by the Illinois Department of Labor.

11.15 Applicable State Laws. CTS shall comply with applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout.

CTS signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for Workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

ARTICLE 12

ARBITRATION

12.1 All claims, disputes and other matters in question involving amounts in dispute of less than \$100,000 between CTS and the Customer arising out of, or relating to the Contract Documents or the Breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association as modified herein, unless the parties mutually agree otherwise. Claims, disputes and other matters in question involving amounts in dispute of \$100,000 or more may be submitted to arbitration only with the Customer's written consent. The arbitrator shall have authority to decide all issues between the parties including, but not limited to, claims for extras, delay and liquidated damages, matters involving defects in the Work, rights to payment, and whether the necessary procedures for arbitration have been followed. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

This Agreement shall be governed by the laws of the State of Illinois. The location for any arbitration or

litigation shall be the location of the project, unless the parties mutually agree otherwise.

Notice of the demand for arbitration shall be filed in writing with the other party to the arbitration and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Unless otherwise agreed in writing, all parties shall carry on the work and perform their duties during any arbitration proceedings.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

- (a) Promptly upon the filing of the arbitration each party shall be required to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law;
- (b) All parties to the arbitration shall be entitled to the discovery procedures and to the scope of discovery applicable to civil actions under Illinois law, including the provisions of the Civil Practice Act and Illinois Supreme Court rules applicable to discovery. Such discovery shall be noticed, sought and governed by those provisions of Illinois law;
- (c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein;
- (d) These additional rules shall be implemented and applied by the arbitrator(s).

In the event of any litigation or arbitration between the parties hereunder, all attorneys' fees and other costs incurred shall be borne by the party determined to be at fault and, in the event that more than one party is determined to be at fault, shall be allocated equitably by the court or arbitrator.

ARTICLE 13 **PURSUANT PHASES OF WORK**

13.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both parties in writing. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications may take the form of additional phases of work modifications to the original scope of Work or Services and may be included as addendums to this Master Agreement.

APPROVALS:

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

CTS DBA VEREGY

Lake Land College

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

ATTACHMENT A
SCOPE OF WORK

It is the intent of both parties for CTS to be the Life Cycle Infrastructure Program Manager for planned campus infrastructure renovations and energy conservation measures. The Life Cycle Infrastructure Program Management Services may include repair or modernization of existing environmental systems and extend to capital improvements of planned building renovations.

Background:

As Life Cycle Infrastructure Program Manager, CTS will provide single source responsibility for contracted infrastructure improvements and building renovations. CTS will provide design and construction management services as requested.

General Requirements:

CTS to provide the full range of construction services including A&E consultants for each project implemented.

The CUSTOMER intends to consider and/or implement capital infrastructure improvements in phases, as they become aligned with the CUSTOMER's strategic facility plans. However, the CUSTOMER reserves the right to not go forward with the Implementation Agreement and the Financing Agreement, and to use someone other than CTS as Life Cycle Infrastructure Program Manager on future projects.

General Requirements:

CTS will meet the CUSTOMER's intention to have a complete turnkey installation where requested. The Scope of Work will be installed in a neat and workmanlike manner following all applicable building and seismic codes. CTS will provide owner training on systems installed. CTS will handle local permits and work with the CUSTOMER on any required ICCB documentation.

Scope of Work:

Healthy Campus Installation

The selected Option is Option B, Needlepoint Bipolar Ionization with Full IAQ Sensors & ON/OFF Monitoring. This provides higher monitoring and additional data than simple On/Off monitoring.

HVAC Upgrade

- The following locations are getting needle point bipolar ionization equipment as noted in the schedule below per drawings issued by Veregy:
 - Alumni FAC,
 - BAC,
 - Field House,
 - LRC,
 - Northeast,
 - Northwest,
 - Student Services,
 - VoTech,
 - Webb Hall,
 - West,
 - Workforce,
 - Kluthe

NEEDLEPOINT BIPOLAR IONIZATION MASTER SCHEDULE										
- CARBON FIBER BRUSH TYPE UNITS WITH POSITIVE AND NEGATIVE ION OUTPUT										
TAG	GPS MODEL	MIN ION OUTPUT IONS/CM^3	MAX CAP. (MBH)	MAX CFM	P.D. IN W.C.	ELECTRICAL DATA				REQ'D ACCESS.
						VOLT	PHASE	MCA	WATTS	
NPBI-1	GPS-DM/FC48-AC	400M	144	4,800	0.01	24-240 VAC/DC	1	15	12	ALL
NPBI-2	GPS-FC-3-BAS	350M	96	3200	0.01	24 VAC/DC	1	15	1.2	1-3
NPBI-3	GPS-iMOD	140M / INCH	*	*	0.01	24-240 VAC/DC	1	15	-	1-3

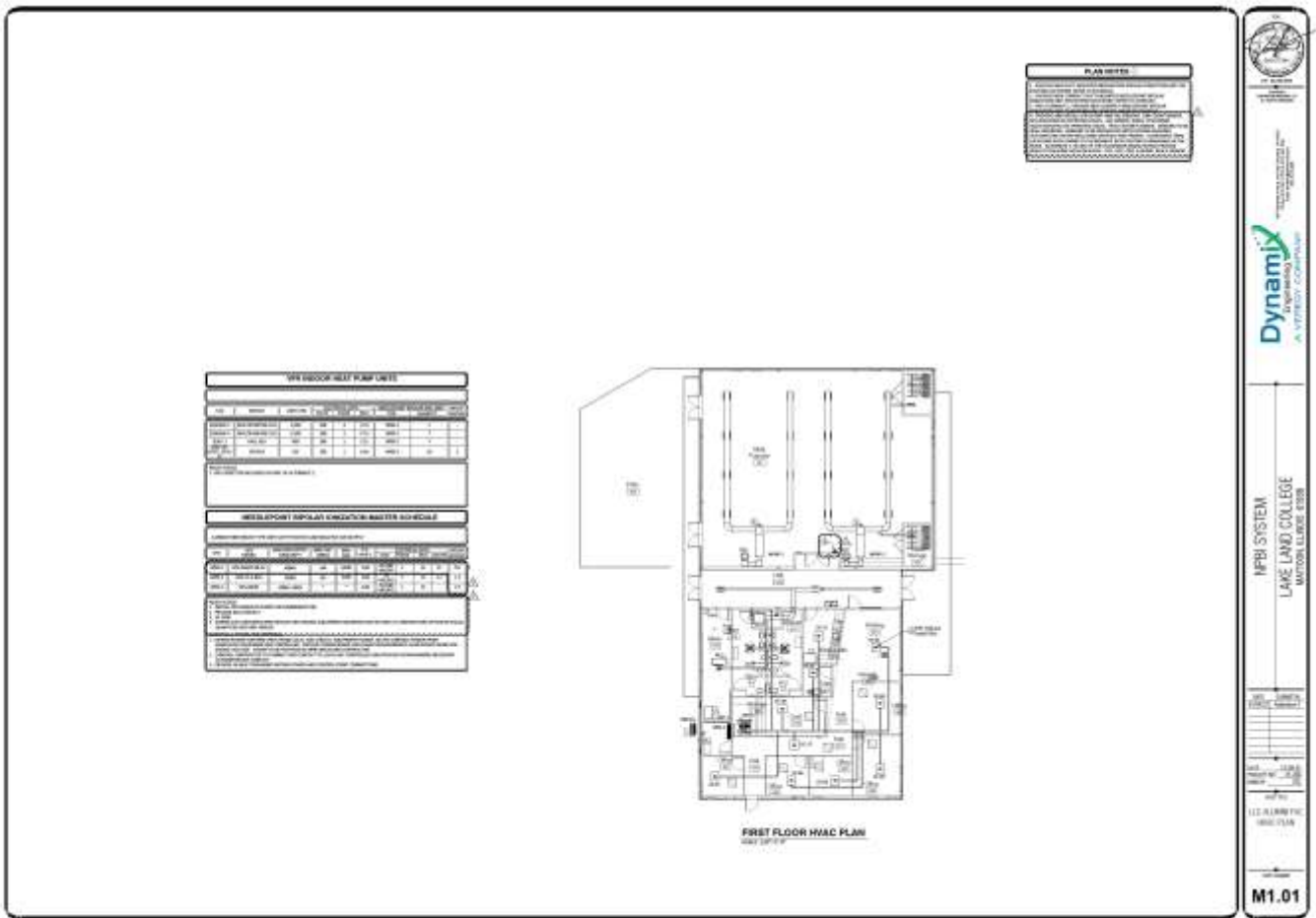
REQ'D ACCESS.

1. INSTALL PER MANUFACTURER'S RECOMMENDATION
2. PROVIDE BAS CONTACT.
3. UL 2998
4. WHERE DUCT MOUNTED NPBI DEVICES ARE SHOWN, EQUIPMENT MOUNTED MAY BE USED AT CONTRACTORS OPTION OF EQUAL QUANTITIES PER UNIT SERVED.

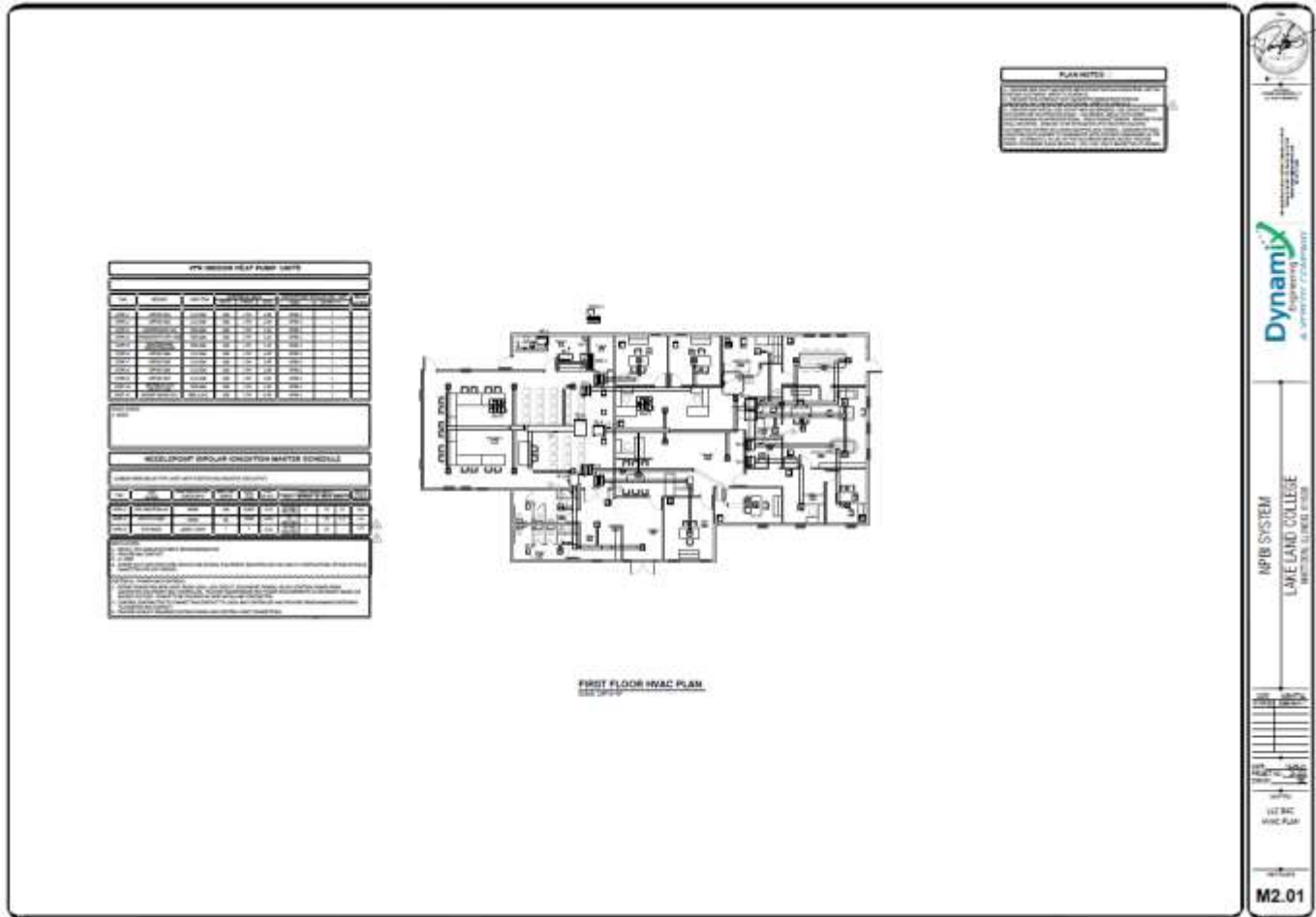
ELECTRICAL / POWER AND CONTROLS.

1. EXTEND POWER FOR NPBI UNITS FROM LOCAL 120V CIRCUIT, EQUIPMENT POWER, OR 24V CONTROL POWER FROM ASSOCIATED EQUIPMENT BAS CONTROLLER. PROVIDE TRANSFORMER FOR POWER REQUIREMENTS AS NECESSARY BASED ON SOURCE VOLTAGE. POWER TO BE PROVIDED BY NPBI INSTALLING CONTRACTOR.
2. CONTROL CONTRACTOR TO CONNECT BAS CONTACT TO LOCAL BAS CONTROLLER AND PROVIDE PROGRAMMING NECESSARY TO MONITOR BAS CONTACT.
3. PROVIDE AS-BUILT DRAWINGS NOTING POWER AND CONTROL POINT CONNECTIONS.

M1.01 LLC Alumni FAC HVAC Plan

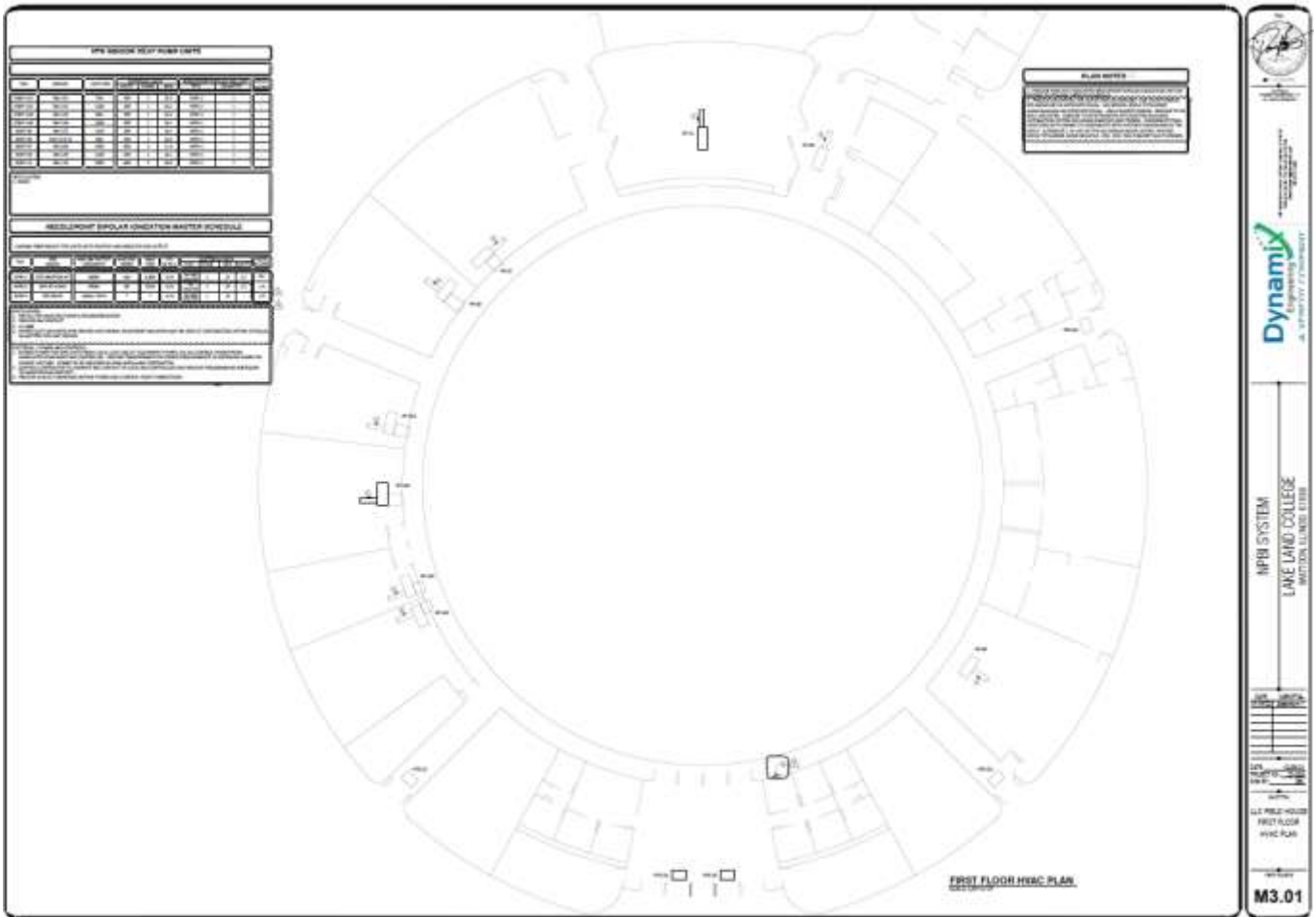


M2.01 LLC BAC HVAC Plan

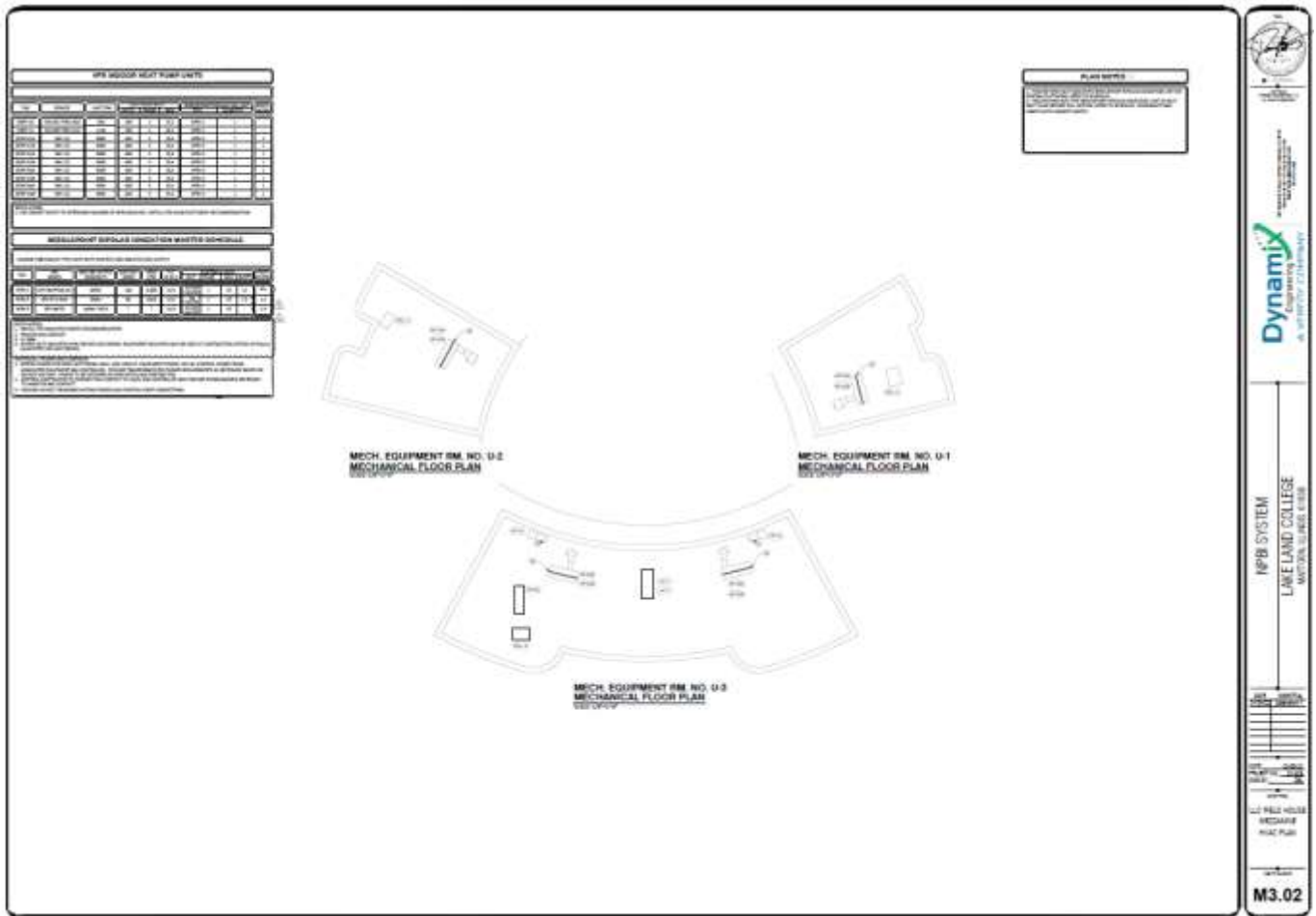


Lake Land College Performance Contract Master Agreement Group II
 Healthy Campus Installation

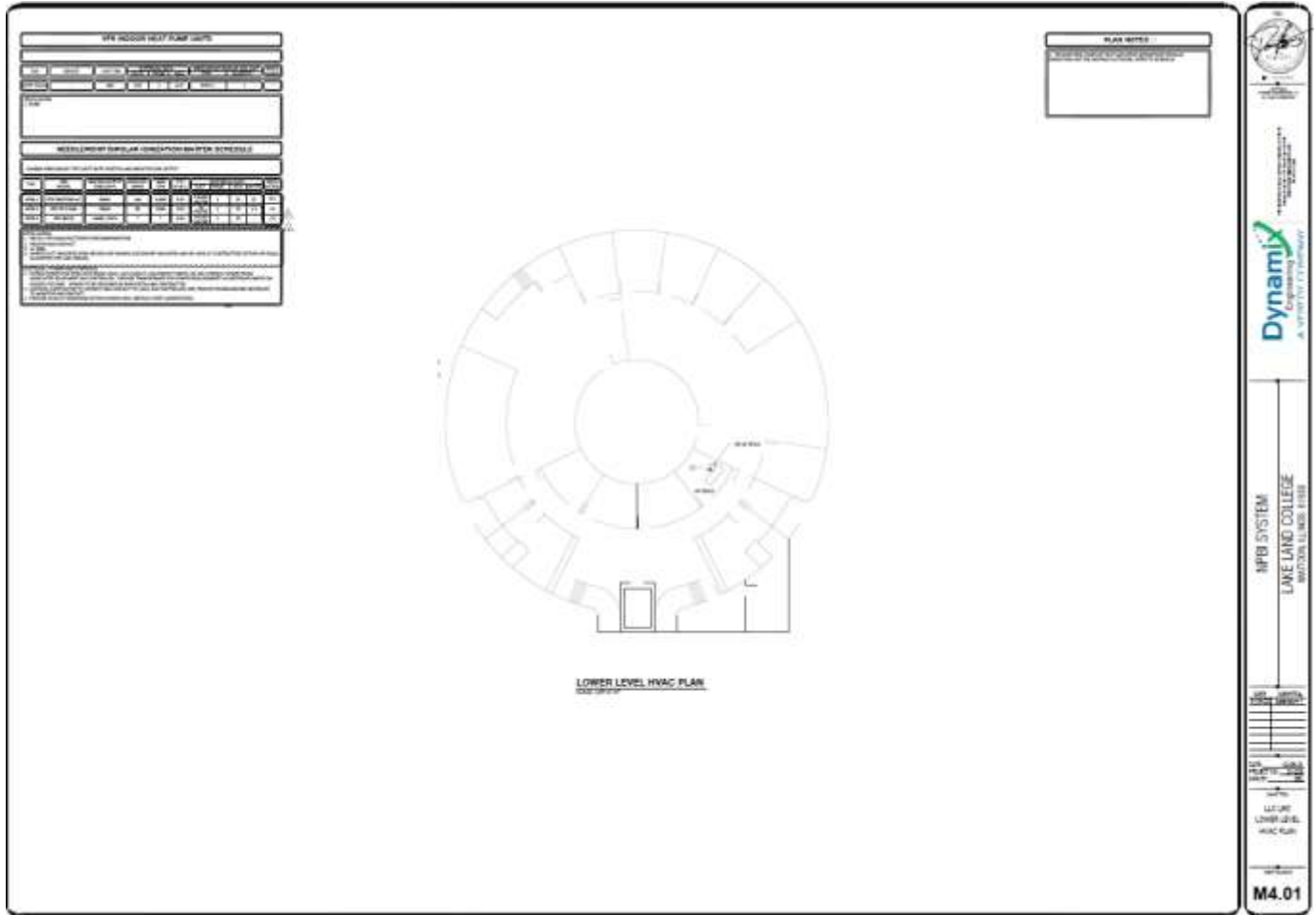
M3.01 LLC Field House First Floor HVAC Plan



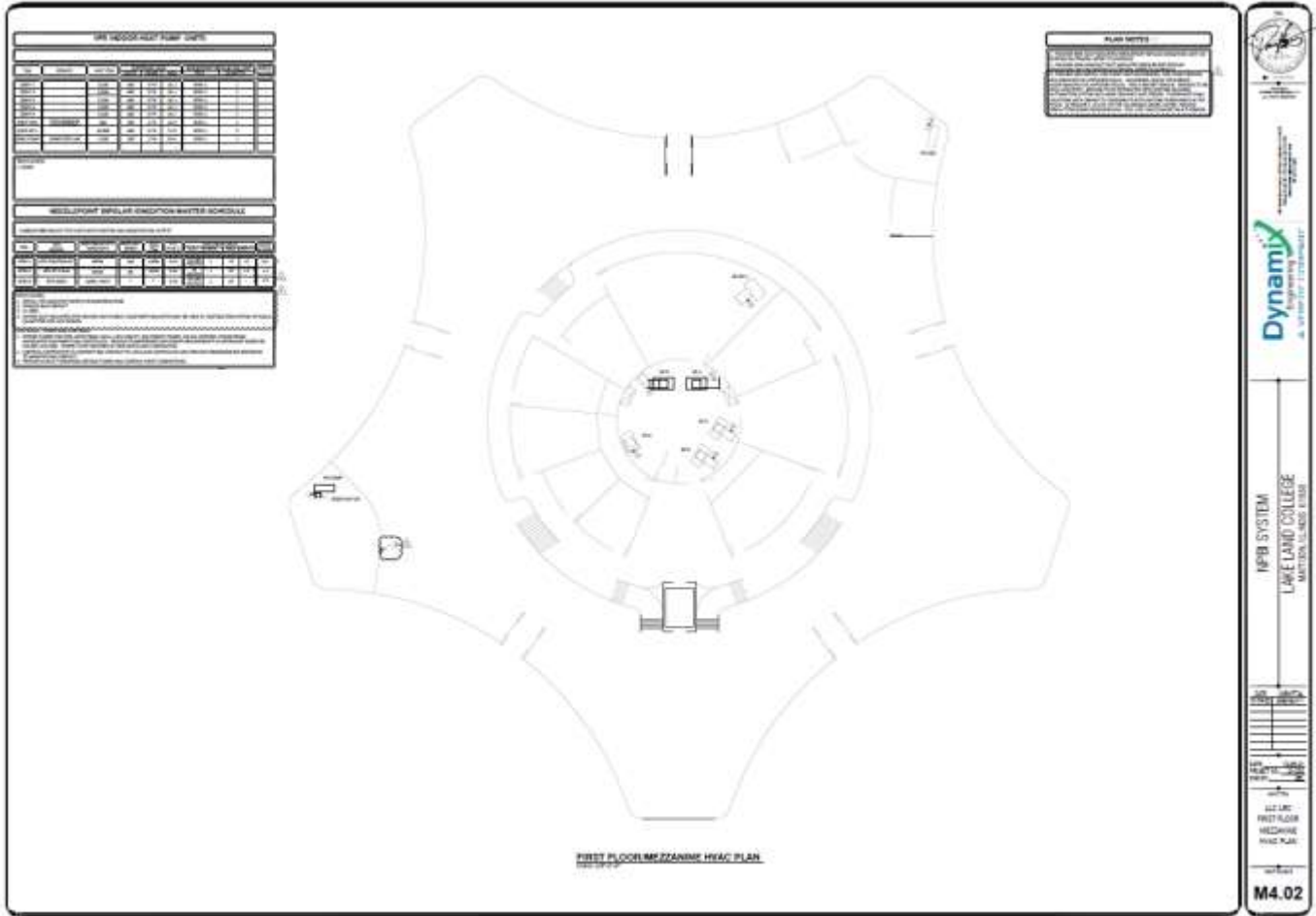
M3.02 LLC Field House Mezzanine HVAC Plan



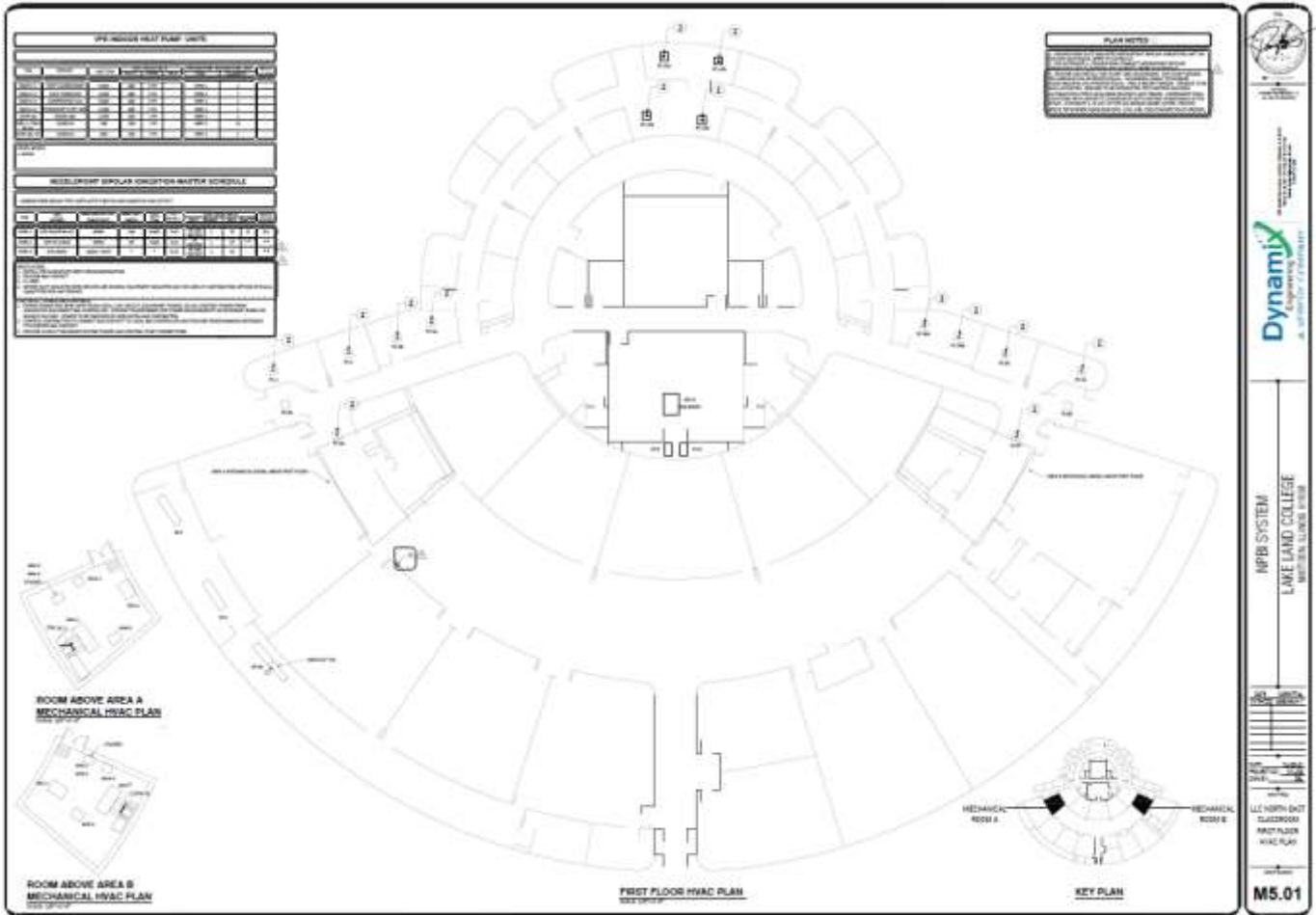
M4.01 LLC LRF Lower Level HVAC Plan



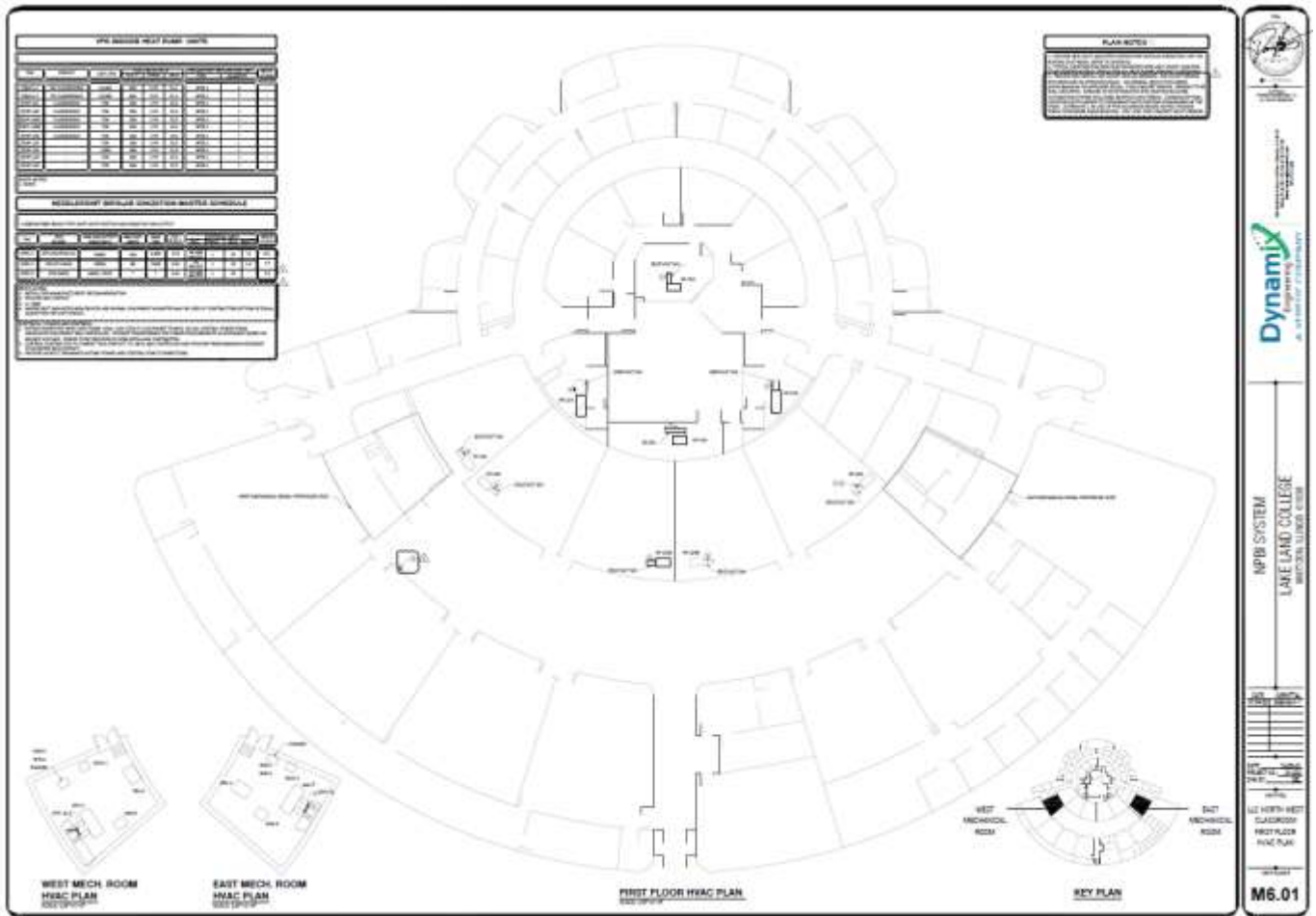
M4.02 LLC LRC Lower Level HVAC Plan



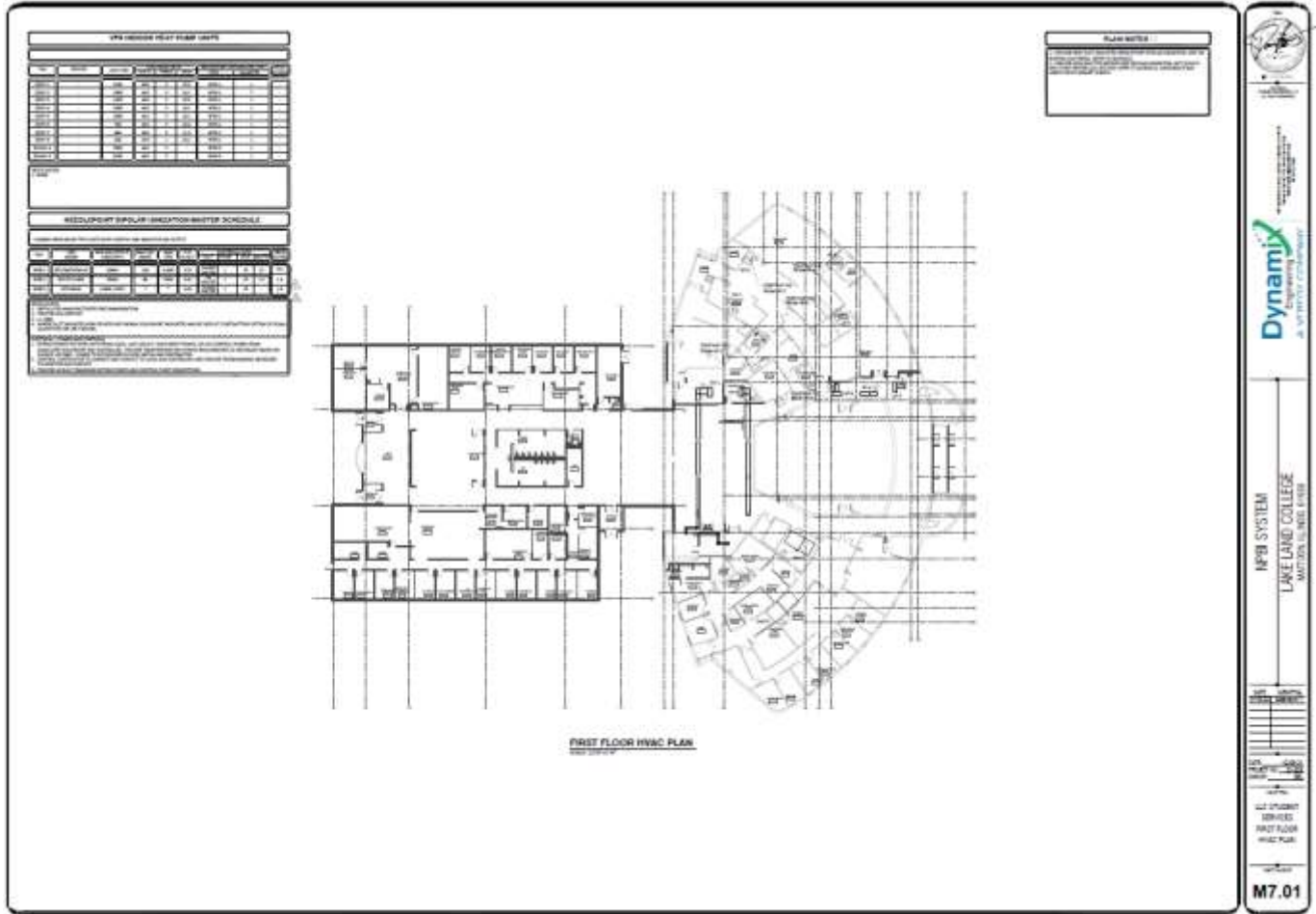
M5.01 LLC LRC Lower Level HVAC Plan



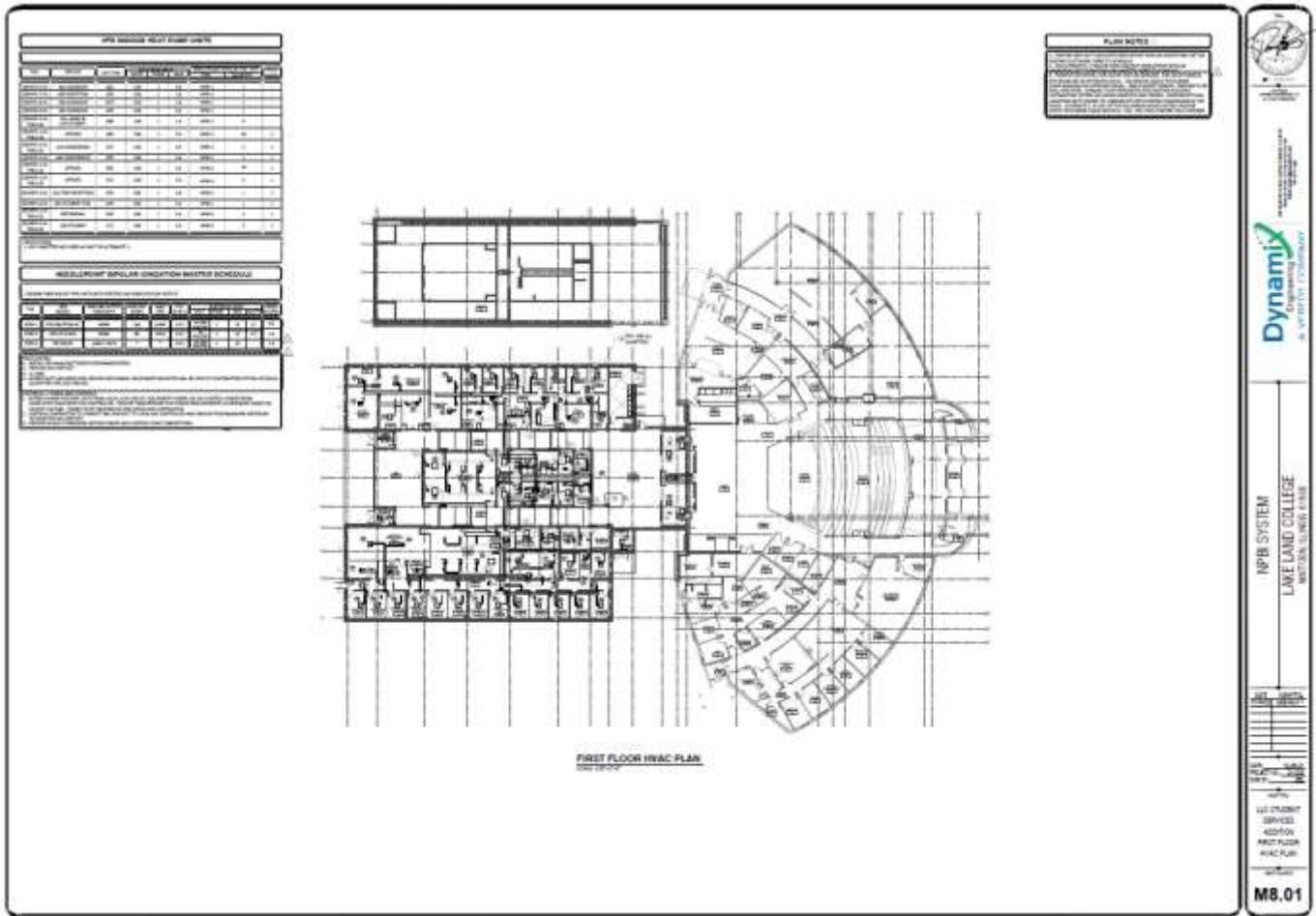
M6.01 LLC Northwest Classroom First Floor HVAC Plan



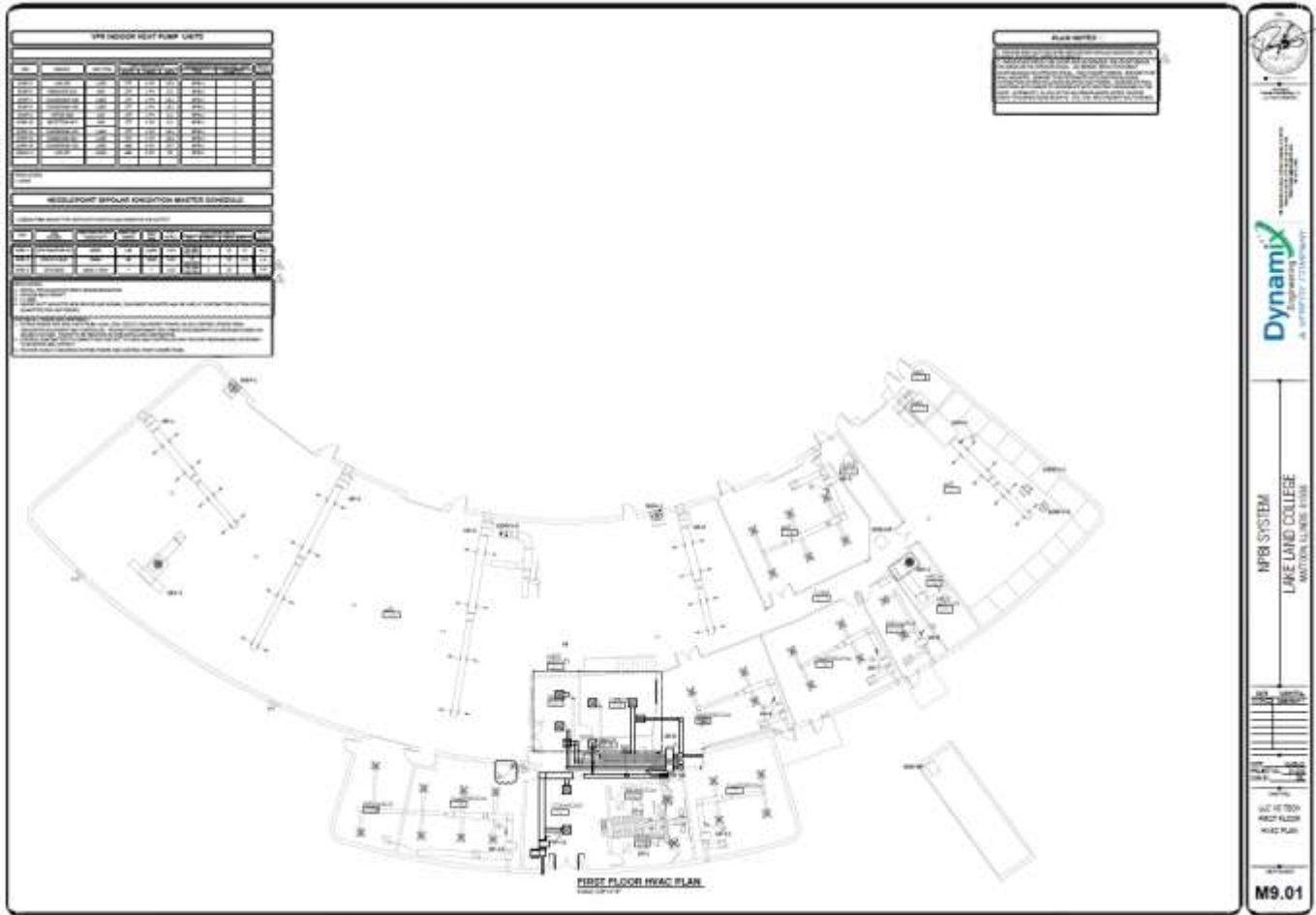
M7.01 LLC Student Services First Floor Plan



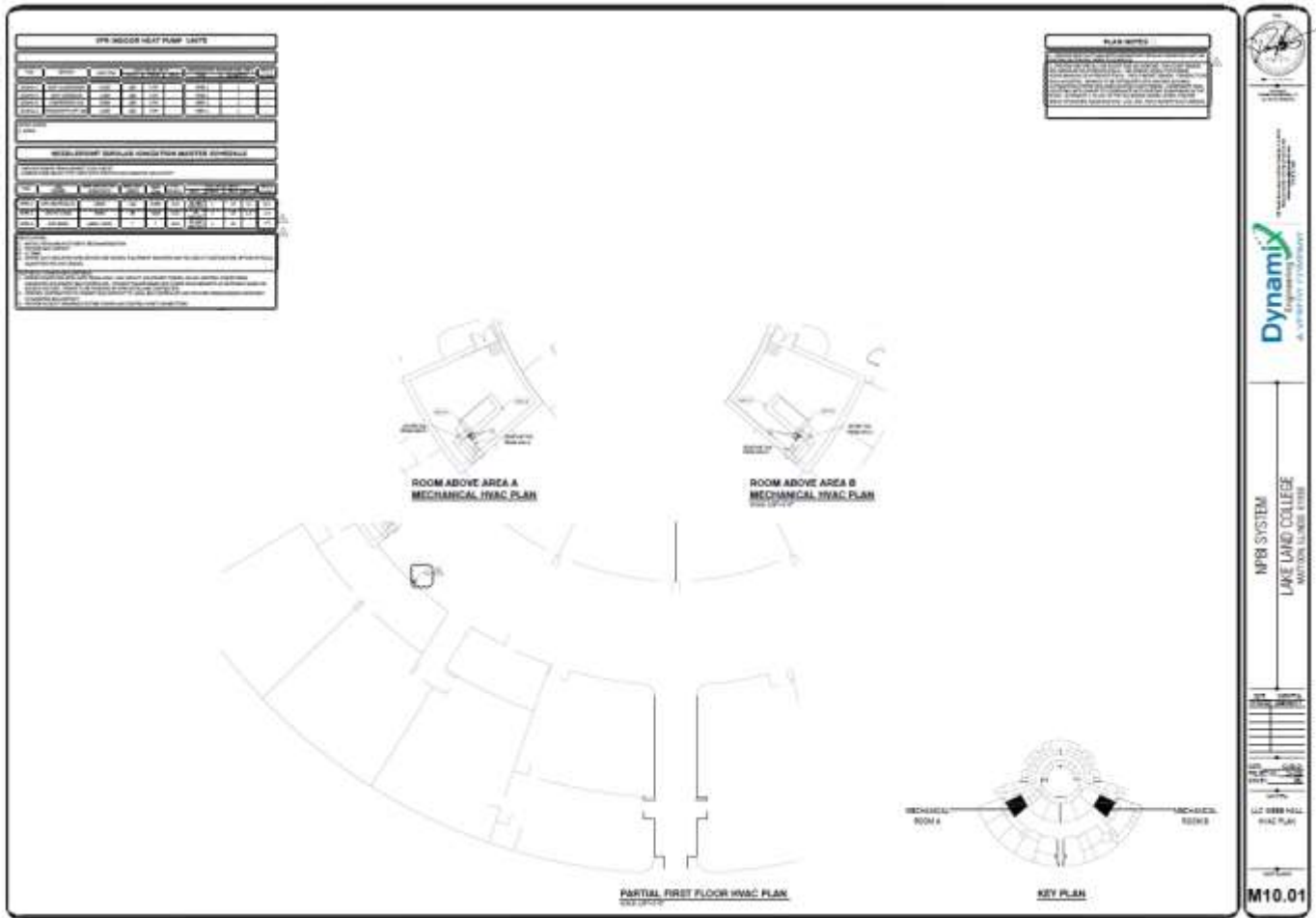
M8.01 LLC Student Services Addition First Floor HVAC Plan



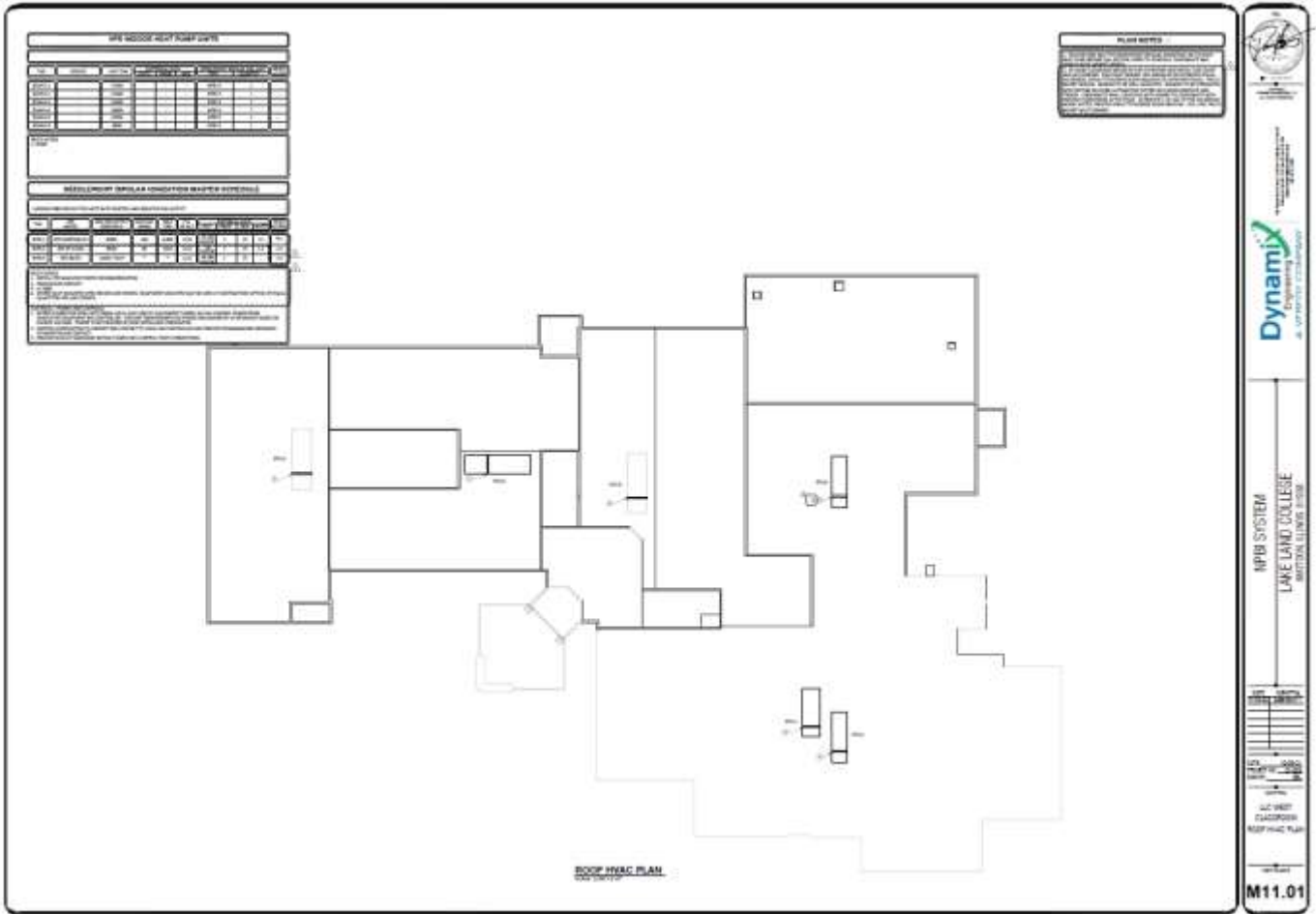
M9.01 LLC VoTech First Floor HVAC Plan



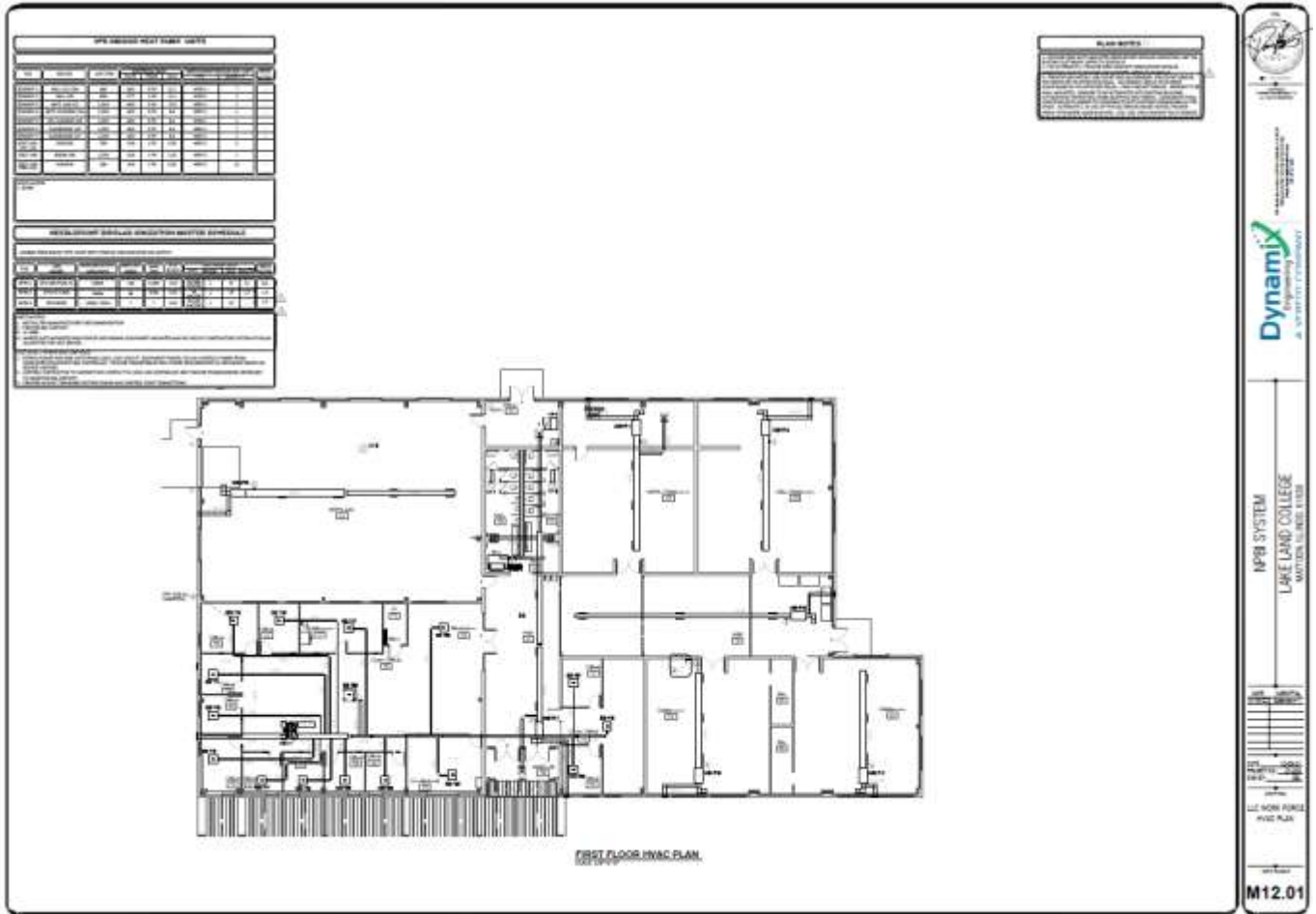
M10.01 LLC Webb Hall HVAC Plan

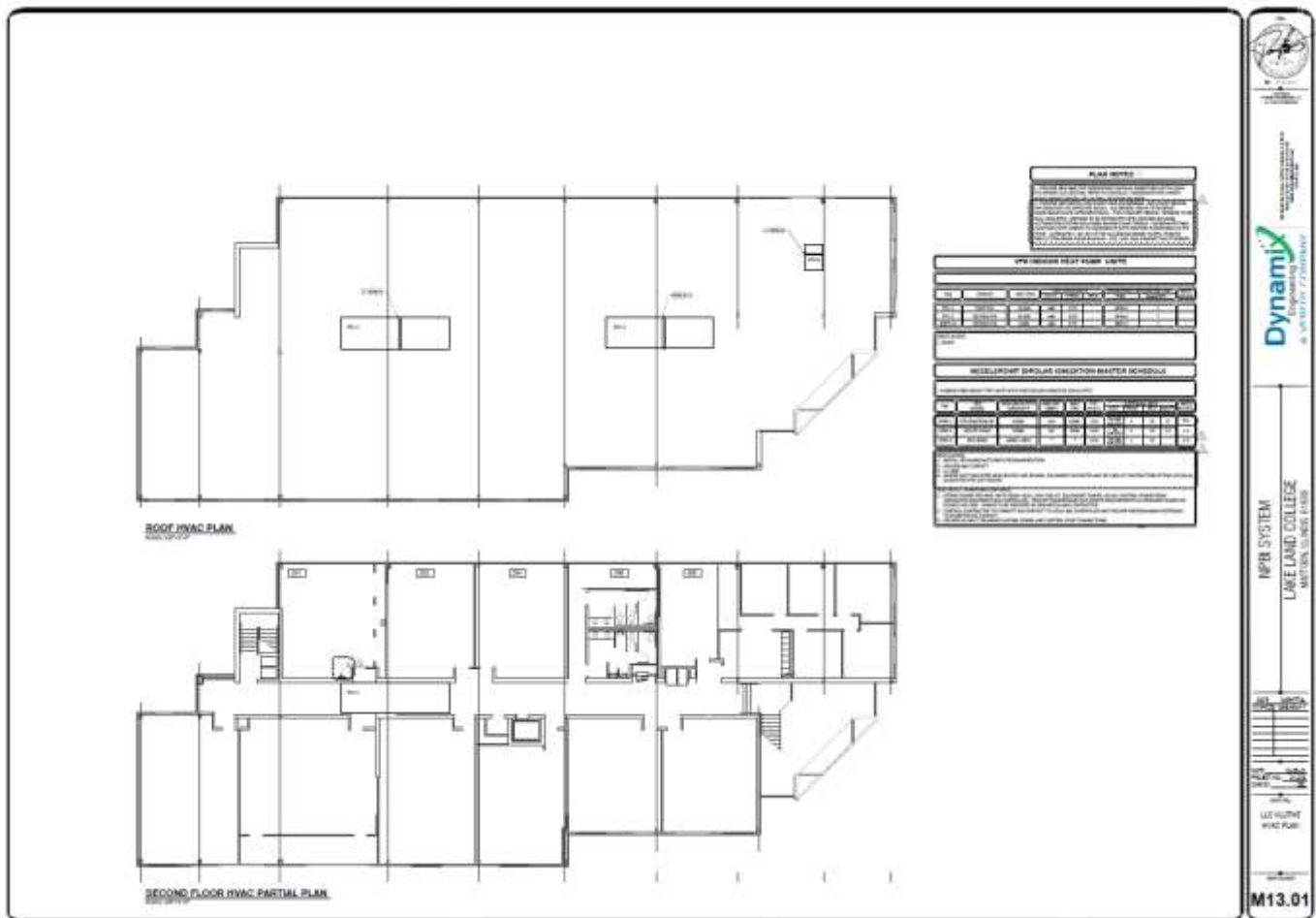


M11.01 LLC West Classroom Roof HVAC Plan



M12.01 LLC Work Force HVAC Plan



M13.01 LLC Kluthe HVAC Plan

- General
 - Electrical to install units
 - Ceiling tile removal and reinstallation included as necessary
 - Includes on-site project management of subcontractors
 - Include pre- and post- hand held device measurements of VOCs, PM2.5 and Formaldehydes
 - Includes insurance, warranty, and bonds. No change orders.
 - CTS will coordinate with the Controls contractor for the completion of the installation.

Total Addendum Price: \$607,274

- **Controls (Direct Agreement between LLC and Controls Contractor. Not included in CTS price to LLC)**
 - Provide DDC Controllers and associated wiring as needed.
 - Provide new control panels as necessary
 - Provide On/Off status monitoring only.
 - Provide, wire, and install GPS iMEASURE sensors and associated wiring
 - Provide Senva Total Sense sensors and wiring
 - Provide and install AS-P automated server units and associated wiring
 - Provide new BACnet/MS/TP routers and associated wiring.
 - Provide DDC Controllers and associated wiring as needed.

ATTACHMENT B
INSTALLATION SCHEDULE

Key milestone ranges are highlighted below but will be altered to accommodate college activities as we proceed through the installation of the Scope of Work.

- **Schedule of Healthy Campus Installation**
 - **Installation:** Summer 2022, based on material and contractor availability and as coordinated/approved by Customer and CTS Group. Installation may be delayed based on material shortages, design modifications, and/or installer availability.

ATTACHMENT C
SUPPORT SERVICES

CTS shall provide following Services at no additional cost in accordance with attached work scope documents and terms and conditions, which form a part of this Agreement.

The Support Services will include the Measurement and Verification Plan (M&V Plan) as defined in Attachment F – Schedule of Savings. CTS will measure and monitor campus wide electric billing usage (KWH) and natural gas consumption (therms) throughout the installation of the projects. An updated report will be provided to the CUSTOMER 12 months after each phase of campus renovations. The costs for these services have been included in the Price for the Work (Section 6.1.1).

The CUSTOMER has elected not to include any additional on-going Support Services and Maintenance within this Agreement.

ATTACHMENT D
ENERGY GUARANTEE

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Baseline Period" is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

"Baseline Usage or Demand" the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Covered Systems and Equipment" means the systems and equipment identified as being covered by the Support Services to be performed by CTS pursuant to this Agreement.

"Cost Adjustments" means for each year following the first year of the Support Services, CTS may, in its sole discretion, increase the annual Operational Cost Savings and the monthly amounts charged by CTS for Support Services. The U.S. City Average Consumer Price Index/Service Price Index (CPI/SPI) will normally be used for the purpose of calculating adjustments to the agreed Operational Cost Savings and the fees for the Support Services provided herein. For CPI/SPI increases, the amounts as set forth in this Attachment shall be multiplied by a fraction, the numerator of which is the average CPI/SPI for the twelve-month period immediately preceding the Guarantee Year in which such an adjustment is to become effective, and the denominator of which is the average CI/SPI for the twelve-month period immediately preceding the First Guarantee Year.

"Energy and Operational Cost avoidance Guarantee Practices" are those practices identified in Attachment F, intended to achieve avoided costs in energy and/or operating expenses.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"ECM" the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.

"F.E.M.P." shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines is based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.⁷

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER to third-party financing entity.

"Final Project Acceptance" refers to the CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work and Support Services incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

"I.P.M.V.P." International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems *continue, during the term of the contract*, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

"Option B" is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.

"Option C" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

"Option D" is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings from the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

"Retrofit and Support Costs" are the sum of the (i) the financing payments required to be made by CUSTOMER pursuant to the Financing Document and (ii) the payments required to be made by CUSTOMER for Support Services.

"Retrofit" is the work provided by CTS as defined by the "ECMs".

"Savings" is defined as avoided, defrayed, or reallocated costs.

"Support Services" is defined as the services to be provided by CTS and described in Attachment C.

"Term" shall have the meaning as defined in Section 2 hereof.

"Total Guarantee Year Savings" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Retrofit and Support Services provided by CTS as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment F.

2.2 Guarantee Termination. Should this Agreement be terminated (including, as applicable, the Support Services Agreement and/or the Technical Resource Management Support Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.0 Savings Guarantee - Adjustments to guaranteed energy savings. In the event that the parties agree to a modification or change in the project scope, resulting in a change to the energy guarantee, the energy guarantee shall be adjusted accordingly. The adjustment may be an increase or decrease depending on the actual change or modification of the project scope. In the event that the parties agree to change or modify the project scope, as set forth in this Section 3.0, then prior to the commencement of said work, the parties shall execute a written change order setting forth the change or modification in the project scope and setting forth the adjustment to the energy guarantee.

3.1 Guaranteed Savings. CTS guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment F. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Notwithstanding any other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment F (Schedule of Savings).

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of CTS's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Years(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by CUSTOMER that result from activities undertaken by CTS prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures, will be applied toward the Guaranteed Savings for the First Guarantee Year.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment F hereto.

3.1.4 Excess Savings. In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be billed to CUSTOMER (up to any amounts previously

paid by CTS for a Guaranteed Savings shortfall pursuant to Section 3.1.5), which amount shall be payable within thirty (30) days after the amount of such Total Guarantee Year Savings has been determined and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. CTS shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be CTS's sole liability for any short fall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. CTS will provide CUSTOMER with a guarantee savings reconciliation report after the first Guarantee Year. CUSTOMER will assist CTS in generating the savings reconciliation report by providing CTS with copies of all bills pertaining to Energy Costs within two (2) weeks following the CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist CTS by permitting access to any maintenance records, drawings, or other data deemed necessary by CTS to generate the said report. Data and calculations utilized by CTS in the preparation of its guarantee cost savings reconciliation report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

3.2.1 Acceptance of Guarantee Reconciliation. At the end of the first Guarantee Year the CUSTOMER will have forty-five (45) days to review the guarantee savings reconciliation report and provide written notice to CTS of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guarantee savings reconciliation report will deem it accepted by CUSTOMER. If the annual guarantee savings have been met after the first year, the guarantee will be deemed realized for the entire guarantee term.

3.2.2 Guarantee Savings Reconciliation. Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment F and/or additional methodologies defined by CTS that may be negotiated with CUSTOMER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C.

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate as defined in Attachment F, to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement. A Baseline Period will be specified (Section 1 of Attachment F) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, CTS will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation measure, CTS will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption
4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 Operational Cost Avoidance. The agreed-upon Operational Cost Avoidance as described in Attachment F (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable. Implementation of CTS's Comprehensive Technical Services Agreement and Support Services allows for the reallocation or defrayal of such budgeted Operational Costs.

3.4 Base Year Adjustments. Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

3.4.1 Facility Operational Changes. Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of CTS: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

3.4.2 Hours and Practices. To achieve these energy savings, CTS and CUSTOMER agree upon the operating practices listed in Attachment F.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify CTS of any activities known to CUSTOMER which adversely impact: CTS's ability to realize the Guaranteed Savings and CTS shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond CTS's reasonable control.

3.5 Guarantee Adjustment. CTS's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment F; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and agreement by CTS; (3) CUSTOMER sending all current utility bills to CTS within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months CTS may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) CTS's

ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, CTS may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless CTS has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

ATTACHMENT E**SCHEDULE OF SAVINGS****1. Schedule of Savings**

The original Master Agreement total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$602,724. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Additional dollar savings are to be achieved by switching from electric rooftop units to gas fired rooftop units. In addition, improved building air quality and ventilation practices will optimize air conditioning systems to prevent clogged filters from increasing energy usage. Optimization of ventilation schedules may also yield energy savings.

1.1 Operational Cost Savings. The annual guarantee of operational cost avoidance strategies are listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified in the Schedule of Savings are deemed satisfied upon contract execution.

1.3 Energy and Operational Cost Avoidance Guarantee Practices:

1.3.1 BASELINE Operating Parameters: are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The date summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. CTS and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement.

1.3.2 PROPOSED Operating Parameters of the facility(s) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. CTS and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement.

1.3.3 Operational Cost Avoidance. Replacement of mechanical and electrical systems that have reached or are past the expected useful life of that system or systems will provide the CUSTOMER with cost avoidance for the future replacement of these systems during the term of this agreement. These cost avoidances are equal to the cost of the system or systems replacement and shall be considered fulfilled upon contract execution. This includes related building renovations for each phase of the project as building wide asbestos abatement and classroom renovations are interrelated with HVAC modifications in each phase of the master agreement.

1.4 Guarantee Savings Measurement and Verification Plan**1.4.1 Measurement and Verification Methodology(s)**

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Savings
ECM #1 Healthy Campus	NA	NA	Avoided Cost

1.4.2 Energy Cost Avoidance: The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement.

ECM#1: Healthy Campus. The new ionization installation and controls will provide improved air quality throughout Lake Land College. This can also reduce the need for ventilation which can save the College on utility bills.

ATTACHMENT F

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: CTS

Reference is made to the above listed Agreement between the undersigned and CTS, Inc. and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner’s Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Section 6.2.1, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: February 8, 2022

RE: Approval of the Healthy Building and Ventilation Project

A Needlepoint Bipolar Ionization and Detailed Monitoring System is a system that will improve indoor air quality as indoor air quality is consistently among the top environmental risks to public health. Improved air quality can help reduce disease transmission such as COVID-19 and thus would improve the overall health and productivity of our students, faculty and staff.

Considering the on-going global pandemic, the College would see immediate and future benefits of installing a Needlepoint Bipolar Ionization and Detailed Monitoring System in campus buildings.

In researching the cost and possibility of the project, the College used CTS Group, a Verergy Company, per an addendum to our pre-existing Performance Contract Master Agreement to lead the project in areas of cost estimating, bid administration, engineering and design.

Based on price quotes from CTS Group, a Veragy Company, and Dynamic Controls, our HVAC specialist firm, the total estimated costs of the entire project inclusive of predesign/project development, design of mechanical systems, bidding and construction management along with the actual bi-polar ionization including sensors is \$912,965.

The College was awarded \$5,505,433 of funds via the American Rescue Plan Act, commonly known as HEERF III that are to be used for institutional purposes. In the stipulations provided on how to spend the funds, it is indicated a portion of the funds must go to measures that monitor or suppress COVID. The College and our auditors agree that the Needlepoint Bipolar Ionization and Detailed Monitoring System clearly meets the required stipulations and is an acceptable use of the HEERF III funds.

I respectfully ask the Board to approve moving forward with the Healthy Building and Ventilation Project utilizing the College's HEERF III funds to fund the project.

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



Veregy Scope of Work Summary for Lake Land College for Healthy Campus Project

	Option A: Needlepoint Bipolar Ionization with On/Off Sensors	Option B: Needlepoint Bipolar with Full IAQ Sensors & On/Off Monitoring	Option C: Needlepoint Bipolar with Full IAQ Sensors & On/Off Monitoring and Roof Project
Facility Improvement Measures (FIM):			
FIM-1: HVAC Upgrade			
Mechanical			
Furnish and install (159) needlepoint bipolar ionization units District Wide (minus Alumni FAC/SSA)	X	X	X
Furnish and install (65) needlepoint bipolar ionization units in Alumni FAC and Student Services Addition (listed as alternate in controls proposal)	X	X	X
Electrical			
Provide all electrical work required for installation	X	X	X
General			
Ceiling tile removal and reinstallation included as necessary	X	X	X
Includes on-site project management of subcontractors	X	X	X
Include pre- and post- hand held device measurements of VOCs, PM2.5 and Formaldehydes	X	X	X
Includes insurance, warranty, and bonds. No change orders.	X	X	X
Controls (Direct to LLC from DCI)			
Provide DDC Controllers and associated wiring as needed.	X	X	X
Provide new control panels as necessary	X	X	X
Provide On/Off status monitoring only.	X	X	X
Provide, wire, and install GPS iMEASURE sensors and associated wiring		X	X
Provide Senva Total Sense sensors and wiring		X	X
Provide and install AS-P automated server units and associated wiring		X	X
Provide new BACnet/MS/TP routers and associated wiring.		X	X
Provide DDC Controllers and associated wiring as needed.		X	X
FIM-2: Roofing Alternate (Kluthe Building)			
Roofing			
Design and install new roof at Kluthe Building to overlap with PC project			X
Includes R-30 insulation, replacement of vent pipe, and repair of decking/blocking issues			X
Includes design, project management, insurance, bonds. No change orders.			X

Total Mechanical and Electrical Install, Ionization Equipment, and Installation	\$607,274	\$607,274	\$607,274
Total Controls and Low-Voltage Install, Monitoring, and Sensors Installation	\$149,131	\$300,437	\$300,437
Roof Replacement at Kluthe (During Kluthe Mechanical RTU Project)			\$322,233
HW VAV Boxes and Boilers			
Total	\$756,405	\$907,711	\$1,229,944

Alternate (For Option B and C Only) - Upgrade IAQ sensor to also measure Carbon Dioxide and Volatile Organic Compounds (VOCs) in addition to Particulates \$ 5,254 \$ 5,254



Date: February 4, 2022

DCI Quote #: 16701

To: Dave Ortmann

PROJECT: Lake Land NBPI installation

Dynamic Controls is proud to present the following solution for your consideration. We look forward to working with you and appreciate the opportunity:

Base Proposal	\$268,521.00
ALTERNATE 1 PRICE: (FAC & Student Services Additional points).....	\$31,916.00
ALTERNATE 3 PRICE: (Upgrade IAQ sensor for CO2 & VOC).....	\$5254.00
Total Price including alternate 1 & 3.....	\$305,691.00

Alumni FAC

- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
- Extend network and power wiring from control panel to:
 - (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
 - Installed in Mechanical Room 015
 - Ethernet and IP connection to owner’s network provided by the owner
- Wire to the integral monitoring contact on (2) new GPS-DM48-AC units (1) per WSHP on (WSHP 1 - 2)
 - Wire to the existing b3418 AHU controller
- Wire to the integral monitoring contact on (1) new GPS-FC-BAS unit for FC-1
 - Wire to the existing b3418 AHU controller
- Provide and install (1) GPS-iMeasure ion detector in the multipurpose room
 - Wire to the existing b3418 AHU controller (0-10VDC)
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX**
- in the multipurpose room
 - Wire back to BACnet MS/TP to BACnet IP Router in mechanical room



Alumni FAC alternate

- Provide and wire (1) DDC controller to be mounted in a new control panel in the Mechanical Room 015.
- Extend network and power wiring to control panel to:
 - (1) Schneider Electric IP BAS Controller for GPS system Status
- Wire to the integral monitoring contact on (10) new GPS-iMOD units (1) per CC on (CC-1,03-07,10-12,17)
 - Wire to the new controller above

BAC

- Provide and wire (1) DDC controller to be mounted in a new control panel in the IT closet 020.
- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
- Extend network and power wiring to control panel for:
 - (1) Schneider Electric IP BAS Controller for GPS system Status
 - (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
 - Ethernet and IP connection to owner's network by owner.
- Wire to the integral monitoring contact on (5) new GPS-DM48-AC units (1) per FC-Unit (FC-03,04,05,10,11)
 - Wire to the new controller above
- Wire to the integral monitoring contact on (6) new GPS-FC-3-BAS units (1) per FC- Unit (FC-01,02,06,07,08,09)
 - Wire to the new controller above
- Provide and install (1) GPS-iMeasure ion detector in the reception area
 - Wire back to new controller (0-10VDC)
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor in the reception area
 - Wire to the BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in IT room

Field House - First Floor

- Wire to the integral monitoring contact on (9) new GPS-DM48-AC units (1) per Heat Pump Unit (HP-05,06,07,08,12,101,102,103,104)
 - There are at least (2) open inputs per i2810 controller on these units
- Provide and install (1) GPS-iMeasure ion detector in the gymnasium
 - Wire back to the existing controller i2810 controller on HP-05 (0-10VDC)
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor in the gymnasium hallway next to the iMEASURE sensor near HP-05



- Wire to the BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in the Mezzanine Mechanical Equipment Room U-3

Field House - Mezzanine

- Provide and wire (1) BACnet MS/TP to BACnet IP Router in a new control panel in the Mezzanine Mechanical Equipment Room U-3
 - Extend network and power wiring to the BACnet MS/TP - BACnet IP Router
 - Ethernet and IP connection to owner's network by owner
- Wire to integral monitoring contact on (2) new GPS-DM48-AC units (1) per VFR Heat Pump Unit (HP-10,11)
 - There are at least (2) open inputs per i2810 controller on these units
- Wire to integral monitoring contact on (8) new GPS-iMOD units (1) per VFR Heat Pump Unit (HP-01A/B, HP-02A/B, HP-03A/B, HP-04A/B)
 - There are at least (2) open inputs per i2810 controller on these units

LRC (Library) – Lower Level

- Wire to the integral monitoring contact on (1) new GPS-FC-3-BAS per VFR Heat Pump Unit (HP-Telco)
 - There are (2) open inputs per i2810 controller on this unit

LRC (Library) – First Floor and Mezzanine

- Provide and wire (1) AS-P automated server to be mounted in a new control panel in the center mechanical room.
- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
- Extend network and power wiring to control panel to:
 - (1) AS-P automated server
 - (1) Schneider Electric IP SmartX BAS Controller for GPS system Status
 - (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
 - Ethernet and IP connection to owner's network by owner.
- Wire to integral monitoring contact on (7) new GPS-DM48-AC (1) per Heat Pump Unit (HP-01,02,03,04,05 HP-CIRC, HP-COMP)
 - Wire back to new controller
- Wire to integral monitoring contact on (1) new GPS-DM48-AC (1) per Heat Pump Unit (HP-DC-1)
 - Wire back to new controller above
- Provide and install (1) GPS-iMeasure ion detector in the hallway near HP-Comp
 - Wire back to new controller above
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor in the hallway near HP-Comp
- Wire to the BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in the center mechanical room



Northeast Classroom

- Provide and wire (1) AS-P automated server to be mounted in a new control panel in the mechanical room A
- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in the new control panel
- Provide and wire (2) Schneider Electric IP SmartX BAS Controller
 - (1) in Mechanical room A and (1) in Mechanical room B
- Extend network and power wiring to control panel to:
 - (1) AS-P automated server
 - (2) Schneider Electric IP SmartX BAS Controller for GPS system Status
 - (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
 - Ethernet and IP connection to owner's network by owner.
- Wire to the integral monitoring contact on (2) new GPS-DM48-AC (1) per AHU on (AHU-02,04)
- Wire to the integral monitoring contact on (4) new GPS-DM48-AC (2) per AHU on (AHU-01,03)
 - Each AHU has a i2920 with xPDI8 expansion pack and 4 Open Inputs
- Wire to the integral monitoring contact on (1) new GPS-DM48-AC (1) per HP-44
 - Wire back to new controller above
- Wire to integral monitoring contact on (14) new GPS-FC-3-BAS (1) per FC unit (FC-01 thru FC-31 & FC-94-97)
 - Wire back to new controller above
- Provide and install (1) GPS-iMeasure ion detector in the common area near Area A mechanical room
 - Wire back to new controller mentioned above (0-10VDC)
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor in the common area near Mechanical Room A
 - Wire to the BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor

Northwest Classroom

- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor the West Mechanical Room
 - Extend network and power wiring to the BACnet MS/TP - BACnet IP Router
 - Ethernet and IP connection to owner's network by owner
- Wire to the integral monitoring contact on (6) new NPBI GPS-DM48-AC (3) per AHU on (AHU-01,02)
 - Each AHU has a i2814 with (3) open inputs
- Wire to integral monitoring contact on (9) new NPBI GPS-DM48-AC (1) per HP (HP-101,103,105A,105B,109,123,124,125,133)
 - Each unit has an i2810 with 2 open inputs



- Provide and install (1) GPS-iMeasure ion detector in a common area near West Mechanical Room
 - Wire back to existing AHU-1 controller in West Mechanical Room (0-10VDC)
- Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor in the common area near the West Mechanical Room
- Wire to the BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor

Luther Student Center (LSC) – Original Building

- Wire to integral monitoring contact on (8) new GPS-DM48-AC (1) per Heat Pump on (HP--01,02,03,04,05,06,07,08)
 - Each HP has an i2814 with (2) open inputs
- Wire to integral monitoring contact on (2) new GPS-iMOD units (1) per AHU (AHU-4, AHU-5)
 - Each unit has an i2920 with 7 open inputs

Student Services Addition

- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in the IDF Room 012
 - Extend network and power wiring to the BACnet MS/TP - BACnet IP Router
 - Ethernet and IP connection to owner's network by owner
- Wire to integral monitoring contact on (12) new GPS-DM48-AC (1) per VFR-HP on (VFR1-5-01,VFR1-7-01,VFR1-8-01,VFR2-08-01,VFR3-7-01 thru 08)
 - Each VFR has a b3867 with (1) open input
- Provide and install (1) GPS-iMeasure ion detector in the common area section 103
 - Wire back to the existing controller in the mechanical room (0-10VDC)
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor in the common area section 103
 - Wire to the BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor



Student Services Addition Alternate

- Wire (53) new GPS-FC-3-BAS units (1) per VFR Cassette (VFR1-1-01 thru 26, VFR1-2-01 & 02, VFR1-3-01, VFR2-1-01 thru 14, VFR2-2-01 thru 05, VFR2-3-01, VFR2-4-01, VFR3-1-01 & 02, VFR3-2-01 thru 03))
 - Each unit has an b3867 or a b3866 with 1 open input

Vo Tech-First Floor

- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in the Mechanical Room 011
 - Extend network and power wiring to the BACnet MS/TP - BACnet IP Router
 - Ethernet and IP connection to owner's network by owner
- Wire to integral monitoring contact on (1) new NPBI GPS-DM48-AC (1) per AHU on (AHU-01)
 - This AHU has a i2920 with (7) open inputs
- Wire to integral monitoring contact on (9) new NPBI GPS-DM48-AC (1) per HP on (HP-05,06,07,08,09,10,11,12,13))
 - These HP units each have a i2810 with (2) open inputs
- Provide and install (1) GPS-iMeasure ion detector in classroom 106
 - Wire back to HP-13 controller (0-10VDC)
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor in classroom 106
 - Wire to the BACnet MS/TP - BACnet IP Router for communication with IAQ Sensor

Webb Hall

- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in Mechanical Room A
 - Extend network and power wiring to the BACnet MS/TP - BACnet IP Router
 - Ethernet and IP connection to owner's network by owner
- Wire to integral monitoring contact on (2) new NPBI GPS-DM48-AC per AHU in (AHU-1 & 3)
 - There is (3) open inputs per i2920 controller on these units
- Wire to integral monitoring contact on (1) new NPBI GPS-DM48-AC per AHU in (AHU-2 & 4)
 - There is (2) open inputs per i2920 controller on these units
- Provide and install (1) GPS-iMeasure ion detector in the common area 091 near the west mechanical room
 - Wire back to AHU-3 controller (0-10VDC)



- Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor on the wall near the West Mechanical Room
- Wire to the BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor

LLC West Classroom (Tech West)

- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor on or in RTU-4
 - Extend network and power wiring
 - Ethernet and IP connection to owner's network by owner
- Wire to integral monitoring contact on (6) new NPBI i-MOD's (1) per AHU in (AHU-1 & AHU-2)
 - There are a minimum of 3 open inputs per i2920 controller on each of these AHU's (AHU-1 & AHU-2)
 - There is 1 open input per i2814 controller on each of these AHU controllers (AHU-3 & AHU-5,6)
 - There is 3 open inputs per i2814 controller on AHU-4
- Provide and install (1) GPS-iMeasure ion detector to AHU-4
 - Wire back to existing controller on AHU-4 (0-10VDC)
- Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor on the wall near Common Space 045
- Wire back to the BACnet MS/TP to BACnet IP Router on RTU-4

Work Force Development Center

- Provide and wire (1) DDC controller to be mounted in a new control panel in IT Room 118
- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
- Extend network and power wiring to control panel to:
 - (1) Schneider Electric IP BAS Controller for GPS system Status
 - (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
 - Ethernet and IP connection to owner's network by owner.
- Wire to integral monitoring contact on (7) new GPS-DM48-AC (1) per WSHP in (WSHP 1 - 7)
 - There are a minimum of (3) open inputs per b3814 controller on each these WSHP units
- Wire to integral monitoring contact on (16) new NPBI GPS-FC-3-BAS (1) per Cooling Cassette in (CC-105 thru CC121)
 - Wire to the new controller referenced above
- Provide and install (1) GPS-iMeasure ion detector on the wall near the reception area next to room 118
 - Wire back to new controller mentioned above controller on (0-10VDC)



- Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor on the wall near the reception area next to room 118
- Wire back to the BACnet MS/TP to BACnet IP Router

Kluthe

- Provide and wire (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor in Room 205
 - Extend network and power wiring to control panel to:
 - (1) BACnet MS/TP to BACnet IP Router for communication with IAQ Sensor
 - Ethernet and IP connection to owner's network by owner.
- Wire to integral monitoring contact on (3) new GPS-iMODs (1) per RTU in (RTU-01 thru 03)
 - There are (2) open input per i2920 controller on these units
- Provide and install (1) GPS-iMeasure ion detector on the wall in classroom 201
 - Wire back to the controller on RTU -01 (0-10VDC)
 - Provide and install (1) SENVA TOTALSENSE **AQ2W-BCAVPAX** sensor on the wall in classroom 204
 - Wire too the BACnet MS/TP to BACnet IP Router in room 205

Alternate 1 (Additional FAC & Student Services Additional points)

Alumni FAC alternate

- Provide and wire (1) DDC controller to be mounted in a new control panel in the Mechanical Room 015.
- Extend network and power wiring to control panel to:
 - (1) Schneider Electric IP BAS Controller for GPS system Status
- Wire to the integral monitoring contact on (10) new GPS-iMOD units (1) per CC on (CC-1,03-07,10-12,17)
 - Wire to the new controller above

Student Services Addition Alternate

- Wire (53) new GPS-FC-3-BAS units (1) per VFR Cassette (VFR1-1-01 thru 26, VFR1-2-01 & 02, VFR1-3-01, VFR2-1-01 thru 14, VFR2-2-01 thru 05, VFR2-3-01, VFR2-4-01, VFR3-1-01 & 02, VFR3-2-01 thru 03))
 - Each unit has an b3867 or a b3866 with 1 open input



Alternate 3 (Upgraded IAQ Sensor for CO2 & VOC)

- Upgrade from SENVA TOTALSENSE **AQ2W-BAAAPAX** to SENVA TOTALSENSE **AQ2W-BCAVPAX**

General Inclusions:

- Project management, engineering, checkout/startup labor and supervision of electrical installation will be provided to complete this project as designed.
- Labor and material for installation of control wiring has been included and will meet requirements specified in the bid documents.
- Provide control wire, device and sensor labeling as specified.
- Provide control drawings to assist in installation and updated as-built drawings upon completion.
- Project is based on progress billing with net 30 day terms.

General Exclusions:

- Provision, installation, and power wiring of NPBI devices is by others.
- 120 volt power wiring is by others.
- All work and materials normally considered to be responsibility of the site Electrical Contractor will be excluded (Including, but not limited to, VFD's, starters, disconnects, line voltage thermostats, and power wiring).
- BACnet communication cards are excluded from this proposal and will be furnished, installed, and configured by the equipment representative.
- Any necessary painting and patching will be excluded from this proposal.
- Premium time has been excluded from this proposal.
- Material taxes have been excluded from this proposal.

Thank you for your consideration on this project. Please call if you have any questions or comments.

Jon Newton

Dynamic Controls Inc.



Customer Acceptance:

The undersigned hereby states that they are authorized to sign this agreement and hereby certify that Dynamic Controls Inc. is allowed to commence the work as specified and accepted above.

Customer Name:

Customer P.O. Number: P.O. Date:

Customer Signature:



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: February 4, 2022

RE: Approval of Network and Technology Software Purchases to Enhance Cybersecurity Preparedness

The College is always looking to enhance the technology functionality for our staff and students. In addition, the College is trying ensure we have appropriate cyber security controls in all respects. Thus, the administration is seeking Board approval for the following three purchases:

1. Purchase and switch to an alternative email software platform that should bring concrete, tangible benefits in functionality, security and cost for an amount not to exceed \$42,112. The College was awarded \$5,505,433 of funds via the American Rescue Plan Act, commonly known as HEERF III, that are to be used for institutional purposes. In the guidance provided by the Department of Education, it indicates the HEERF III Funds can be used for Technology Costs associated with a transition to distance education. The College believes the transition to this alternative software platform meets the definition of acceptable use of HEERF III funds. The College is also seeking approval from the Department of Education. Should the Department of Education not approve as an approved HEERF purchase, the College will use normal budget funds to fund the project.
2. Purchase and install additional cyber security software on the College's workstations and servers at an amount not to exceed \$119, 550.28. Guidance has been provided by the Department of Education that we may use HEERF funds for this purchase.
3. Purchase and install an adaptive workspace management suite and time saving maintenance software at a cost not to exceed \$39,920, using contingency funds for the purchase.

Per Board Policy 10.22 (4) (F), bids are not required for any software and technology equipment purchases by the College.

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
DATE: February 14, 2022**

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

Alexander, Amber	12/9/21-2/3/22 continuous and intermittent
Branson, Gary	12/14/21-3/14/22
Browning, Braddi	12/29/21-2/1/22 continuous and intermittent
Christian, Danny	1/14/22-1/25/22
Cox, Jane	1/6/22-2/25/25
Harris, Mark	1/22/22-1/25/22
Miller, Claire	4/10/22-7/3/22
Nelson, Megan	12/30/21-2/26/22
Stewart, Charles	1/28/22-2/15/22

The following employee is recommended for General Leave of Absence/ Board policy 05.04.14

Cox, Jane	2/28/22-5/27/22
Steaman, William	2/8/22-6/30/22 Intermittent

The following positions have been recommended by the Lake Land College President's Cabinet

Department of Corrections Infrastructure Specialist	Level 12
---	----------

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Alfauri, Hamza	Tutor-Disability Services - Student	1/24/22
	Tutor-Student Community Education	1/24/22
	Tutor - Perkins - Student	1/24/22
Craig, Lydia	Primary Position- Tutor - Student Lrng Asst	
	IEL Instructor	1/10/22
Garcia Orozco, Karen	Primary Position- Adjunct Faculty/Humanities	
	Tutor-Community Education	1/27/22
	Tutor - Perkins – Student	1/27/22
Starrett, Kai	Primary Position- Tutor-Disability Serv-Student	
	Tutor - Student Learning Assistance Center	1/19/22
	Tutor-Student Community Education	1/19/22
	Tutor - Perkins - Student	1/19/22
Upton, Jacob	Primary Position- Tutor-Stu Disability Services	
	Proctor/Training Aid	1/24/22
	Tutor - Associate Community Education	1/24/22

Tutor with Associate Degree	1/24/22
Tutor-Perkins with Associates	1/24/22
Primary Position- Tutor Assoc Disability Services	

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Ervin, Ryan	Honors Instructor - SSE Primary Position- Dual Credit Instructor	5/17/20

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Full-time		
Atwell, Jaclyn	Custodian	2/15/22
Darst-Smith, Corinne	Correctional Office Assistant	1/18/22
Frailey, Lori	Student Success Services Specialist	2/15/22
Freshour, Kristine	Correctional Horticulture Instructor	2/15/22
Maxey, Bailey	Correctional Career Technology Instructor	1/10/22
Moore, Gene	Associate Dean of Correctional Programs	1/24/22
Simmons, Patricia	Correctional Commercial Custodial Instr	1/19/22
Tkachuk, Jerome	Director of Effingham Edu & Reg Ext Centers	2/21/22

Part-time

Alfauri, Hamza	Tutor - Student Learning Assistance Center	1/24/22
Arena, Tahni	Allied Health Den Clinical Instructor (hourly)	1/13/22
Craig, Bethany	Grants Writer and Coordinator	3/1/22
Dosch, Kelsie	Special Needs Note Taker	1/19/22
Garcia Orozco, Karen	Tutor-Disability Services - Student	1/27/22
Havlik, William	Clinical Dentist	2/3/22
Lee, Sharon	Kluthe Test Proctor	1/19/22
Sharp, Kennedy	Counseling Services Specialist	1/31/22
Starrett, Kai	Tutor - Student Disability Services	1/19/22
Upton, Jacob	Tutor-Associates-Disability Services	1/24/22
Varela Flores, Loretta	Cosmetology Clinical Instr (hourly)	1/10/22

Part-time Grant Funded

Pierson, Kadie	Agriculture Education Intern	2/7/22
----------------	------------------------------	--------

College Work Study

Bower, Dylan	College Work Study - Student Life	1/21/2022
--------------	-----------------------------------	-----------

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Harney, Malea	Associate Dean of Correctional Programs	1/21/22
McKenzie, Vickie	Correctional Office Assistant	2/1/22

Meek, Melanie	Correctional Career Technology Instructor	1/28/22
Murray, Nicki	Correctional Career Technology Instructor	1/4/22
Sherbeyn, Aaron	Associate Dean of Correctional Programs	1/14/22
Vecchia, Brianne	Correctional Office Assistant	1/3/22
Zumbahlen, Michelle	Coord for Strategic Student Comm & Initiativ	1/21/22

Part-time

McClenahan, Chavala	College Work Study - Counseling	12/12/21
Niebrugge, Stephen	IDOT Quality Mgt Training Prog Specialist	7/2/21
Remlinger, Konner	Laker Mascot Talent	10/11/21
Shanks, John	Adj Reading Instructor	12/13/20

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Donaldson, Lynne	Accounting Assistant III Transferring from Stdtd Svcs Spec III-Admissions	2/7/22
Hakman, Stacey	Academic Services Specialist Transferring from Accounting Assistant III	2/7/22
Shawver, Gavin	Academic Scheduling Coordinator Transferring from Stdtd Svcs Spc III - Admissions	2/21/22
Full-time - Grant Funded		
Thomas, Ashly	Associate Dean of Correctional Programs Transferring from Associate Dean - WICC	1/24/22